COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF WOODSTOCK

AND THE

ILLINOIS FRATERNAL ORDER OF POLICE

LABOR COUNCIL / WOODSTOCK LODGE #191

May 1, 2013 – April 30, 2016

Unit A & B Membership Ratified, November 11, 2013

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ARTICLE 1 - RECOGNITION

Section 1. Unit Description

The City hereby recognizes the Illinois Fraternal Order of Police Labor Council ("Council") as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on matters relating to wages, hours, and other terms and conditions of employment as follows:

- *Unit A - Peace Officer Unit:*
  - Included: all full-time sworn Peace Officers in the ranks of patrol and below.
  - Excluded: all supervisory, managerial and confidential employees and all other employees of the City of Woodstock

- *Unit B - Telecommunicator Unit:*
  - Included: all full-time Telecommunicators, Records Clerks, and Parking Enforcement Officers.
  - Excluded: all supervisory, managerial and confidential employees and all other employees of the City of Woodstock

Whenever "covered members" are denoted in the Labor Agreement ("Agreement"), such shall refer to the following full-time job classifications of bargaining unit employees covered by this Agreement: Patrol Officers, Detectives, Telecommunicators, Records Clerks and Parking Enforcement Officers.

Section 2. Supervisors

Supervisors may continue to perform bargaining unit work which is incidental to their jobs. They may also perform bargaining unit work in emergency situations and where such work is necessary to train a covered member. Such work by supervisors may result from but shall not cause any layoffs of covered members.

Section 3. Short-Term/Part-Time Employees

The City may continue to utilize the services of short-term and part-time employees to perform bargaining unit work in accordance with past practice. Such utilization shall not cause layoffs of covered members. The job duties and functions shall not be substantially increased, or expanded, beyond what they presently are except as denoted below for the term of this Agreement.

The parties to this Agreement agree that part-time sworn Police Officers certified by the State of Illinois will only be utilized for newly contracted work not currently being performed by full-time Unit A covered members. Such part-time Officers shall only perform work outside of the corporate limits of the City of Woodstock except in cases of mutual aid assistance. Community Service Officers (CSO) may be used for Adjudication Court and civilian/fee based finger-printing, in addition to the duties and work assignments that the CSO performed prior to this Agreement, such as: lockouts, downtown parking enforcement, house checks and park patrol.

The parties to this Agreement agree that part-time Telecommunicators shall have the same certifications as required for the full-time Telecommunicators and may be utilized for work being performed by full-time Telecommunicators in Unit B.

The Employer agrees with the following obligations and requirements:

- Except under circumstances of layoff, telecommunication center shutdown, disciplinary termination, resignation, or retirement the following covered members shall retain their full time status:
  - Yesenia Carreno
  - Jan DeFrancesca
  - Patricia Eichenger
  - Kathi Gallagher
  - Pamela Hess
  - Robin Karolweicz
  - Kim Kogler
  - Amy McKendry
  - Chad Peterson
  - Tami Soto
  - Natalie Walker
- No part-time employee remain employed while any Unit B covered member is on a layoff.
- With the exception of designated holidays, part-time employees may be utilized for Unit B coverage for scheduled vacations and leaves of absence of three (3) or more consecutive days. Coverage not provided by part-time employees during such periods and all other coverage necessary shall be obtained pursuant to Article 29 of the Agreement and practice for Unit B.
- When a Unit B shift shortage occurs with less than twenty-four (24) hours notice, the shift shall be offered in compliance with the overtime call-out procedure memo revised and reissued June 7, 2000. Part-time employees will be placed at the bottom of the call-out list and only offered the shift after all covered members have declined the overtime. Covered members may be ordered back only after all part-time employees have declined the shift coverage.
- No part-time employee shall cause any covered member to switch or be bumped off any shift or assignment.

ARTICLE 2 - MANAGEMENT RIGHTS

The City shall not be required to bargain over matters of inherent managerial policy, which shall include, but not be limited to, such areas of discretion or policy as the functions of the City, standards of services, its overall budget, the organizational structure, and selection of new employees.

All rights, powers, functions, and authority which the City had prior to the signing of this Agreement are retained by the City except those rights, powers, functions or authority which are expressly and specifically abridged, modified or limited by this Agreement or the Illinois Public Labor Relations Act, and then only to the extent so specifically and expressly abridged, modified or otherwise limited as mandatory subjects of bargaining.

The rights which are vested exclusively in the City, except as abridged by a specific provision of this Agreement, include, but are not limited to, the right: to determine the organization and operations of the Police Department; to determine and change the purpose, composition, and function of each of its constituent departments and subdivisions; to set standards for the services to be offered to the public; to direct the employees of the Department, including the right to assign work and overtime; to determine the overall budget; to hire, examine, classify, select, promote, train, transfer, assign, and schedule employees; to increase, reduce or change the composition and size of the work force, including the right to lay off employees due to lack of work or funds or other reasons; to subcontract work when necessary or proper; to establish or modify work schedules and to determine the number of and specific hours worked; to establish, modify, combine or eliminate job positions and classifications; to change, modify or introduce new methods, equipment or facilities; to maintain continuity of service, order and efficiency; to require

employees to observe published reasonable rules and regulations; to promulgate personnel policies and practices not inconsistent with the express provisions of this Agreement; to suspend, demote, discharge or otherwise discipline for just cause and, in connection therewith, to add, delete or alter policies, procedures, rules and regulations; to establish, implement and maintain an effective internal control program; to determine and manage all matters which are not subject to interest arbitration pursuant to Section 14(I) of the Illinois Public Labor Relations Act or about which the City is not required to bargain in accord with Section 4 of the Illinois Public Labor Relations Act.

The City shall have the right to take any and all actions as may be necessary to carry out the mission of the City and the Police Department in the event of civil emergency as may be declared by the Mayor, City Manager, Police Chief or their authorized designees; and to determine in the sole discretion of the City Manager, that civil emergency conditions exist, which may include, but are not limited to, riots, civil disorders, tornado conditions, floods or other catastrophes.

ARTICLE 3 - F.O.P. REPRESENTATIVES

Section 1. Grievance Processing

For the purpose of aiding or assisting or otherwise representing covered members in the processing of grievances or in exercising other rights set forth in this Agreement, any one (1) of the designated six (6) person Grievance Committee shall be permitted the actual time of the Employer-covered member meeting, and a pre-conference, and post-conference, meeting of up to one-half (½) hour each, if necessary, without loss of pay. These activities cannot interfere with or restrict the effective operations of the Police Department. The Employer-covered member meeting shall typically be held during the grieving covered member's off-duty time.

Section 2. Delegates to F.O.P. Conferences

Any covered member chosen as a delegate to any F.O.P. state or national conference may, upon written application approved by the Council and submitted to the City with at least fourteen (14) days' notice, be given a leave of absence without loss of pay, by use of compensatory time, vacation time, or floating holiday, for the period of time required to attend such convention or conference, provided this period of time shall not exceed six (6) working days and provided that giving such a leave of absence does not unduly interfere with or restrict the effective operations of the Police Department. No more than two (2) covered members in any one (1) bargaining unit, and no more than three (3) covered members from the combined bargaining units, shall be approved for leave as provided in this Section in any calendar year. However, only one (1) covered member from Unit B may be granted a leave of absence under this Section at any given time.

Section 3. Council Negotiating Team

Both the City and Council shall endeavor to schedule negotiations at a time which will not interfere with the work schedule of any of the members of the negotiating team. When a negotiation session is scheduled, however, the Council shall inform the City which members of its negotiation team it wants to attend the session. Should a meeting time be required and agreed upon by both sides, and occur when a negotiating team member is scheduled to work, then one (1) member of the negotiating team shall be excused from regular duty without loss of pay for the length of time of the negotiating session. If a Council negotiating team member is in a regular off-duty status or off-hours status that member shall not be compensated for attending the negotiation session.

ARTICLE 4 - BILL OF RIGHTS

If the inquiry, investigation or interrogation of any covered member in Unit A could result in the recommendation of removal, discharge, or suspension in excess of three (3) days the City shall follow the procedures set forth in Chapter 50, Sections 725/1 et seq. of the Illinois Compiled Statutes. In the City's sole discretion, the covered member may be relieved of duty pending a formal hearing and shall receive all ordinary pay and benefits, as he/she would have if he/she were not charged. The covered member shall have the right to be represented at such an inquiry, investigation or interrogation by a Council representative. In the case of suspensions pending recommended discharge, the covered member may be relieved of duty without pay for a period of up to thirty (30) days during which time a hearing shall be held on the recommended discharge.

ARTICLE 5 - NON-DISCRIMINATION

Section 1. Equal Employment Opportunity

The City will continue to develop and apply equal employment practices for its employees.

Section 2. Prohibition Against Discrimination

Neither the City nor the Council will discriminate against any employee on the basis of race, sex, sexual orientation, creed, religion, color, age, national origin, ancestry, parental status, marital status, veteran status, citizenship, perceived disability, or disability. Complaints of discrimination under this Article shall not be subject to the grievance and arbitration article of this Agreement.

Section 3. Union Membership or Activity

Neither the City nor the Council shall interfere with the right of employees covered by this Agreement to become members of the Council, and there shall be no discrimination against any such employees because of lawful Council membership or non-membership activity or status.

Section 4. Americans With Disabilities Act

During the term of this Agreement the parties agree to modify this Agreement in any way necessary to conform to the provisions of the Americans with Disabilities Act.

ARTICLE 6 - DUES DEDUCTION AND FAIR SHARE

Section 1. Dues Deduction

During the term of this Agreement, the City will deduct from each covered member's paycheck the appropriate Council dues for each covered member in the bargaining units who has filed with the City a written authorization form, a copy of which is attached hereto as Exhibit 1. The City shall remit such deductions monthly to the Illinois Fraternal Order of Police at the address designated by the Council.

The City agrees to notify the Council of any change in employee status including but not limited to new hires, resignations, etc., within thirty (30) days of the effective date of said change.

During the term of this Agreement, the Council may change the fixed, uniform dollar amount of Council dues by providing the City thirty (30) days' notice of any such change.

If for a given month a covered member has no earnings or insufficient earnings to cover the amount of dues deduction, the Council shall be responsible for the collection of that covered member's dues. The Council agrees to refund to the covered members any amounts paid to the Council in error on account of this dues deduction provision. Covered members may revoke their voluntary dues deduction by notifying the Council and the City by certified mail-return receipt requested and providing thirty (30) days advance notice.

Section 2. Fair Share

During the term of this Agreement, employees covered by the terms of this Agreement who are not members of the Council shall, commencing thirty (30) days after their employment or thirty (30) days after the effective date of this Agreement, whichever is later, pay a fair share fee to the Council for collective bargaining and Agreement administration services rendered by the Council. The Council shall submit to the City a list of employees covered by the Agreement who are not members of the Council and an affidavit which specifies the amount of the fair share fee. The fair share fee shall not include contributions related to the election or support of any candidate for political office, or for any member only benefit.

The Council agrees to assume full responsibility to ensure full compliance with the requirements laid down by the United States Supreme Court in Chicago Teachers Union v Hudson, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share payers.

Section 3. Indemnification

The Council agrees to indemnify and hold harmless the City and its elected representatives, officers, administrators, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the City for the purpose of complying with the provisions of this Article, or in reliance on any written deduction authorization furnished under this Article.

ARTICLE 7 - MAINTENANCE OF STANDARDS

All economic benefits which are not set forth in this Agreement and which are currently in effect shall continue and remain in effect until such time as the City shall notify the Council of its intention to change them. Upon such notification, and if requested by the Council; the City shall meet and discuss such change before it is finally implemented by the City. Any change made without such notice shall be considered temporary pending the completion of such meet and confer discussions. If the Council becomes aware of such change and has not received notification from the City, the Council must notify the City as soon as possible and request discussions if such discussions are desired. The failure of the Council to request discussions shall act as a waiver of the right to such discussions by the Council. No past economic practice, however, shall be construed so as to supersede or alter the plain meaning of the express provisions of this Agreement, nor shall this Article be deemed to restrict management rights as outlined in this Agreement.

ARTICLE 8 - BULLETIN BOARDS

The City shall provide the Council with designated space on available bulletin boards, or provide bulletin boards on a reasonable basis where none are available, for the posting of official Council material of a non-political, non-inflammatory nature. The Council agrees not to post any material that would discriminate against any employee or person as defined in Article 5, Section 2 of this Agreement. The Council agrees that material relative to Council business and its membership shall be posted upon such bulletin boards and shall include, but not be limited to, notices of social and recreational affairs, Council meetings,

appointments, news articles, elections, reports, and other normal business. Other than in employees' Department mailboxes, there shall be no distribution or posting of notices or any other kind of literature or materials upon the City's property by employees or by the Council except as herein provided. The City will also designate a space for the Council to maintain a file cabinet, to be provided by the City, within the police department.

ARTICLE 9 - LOCATION OF MEETINGS

All meetings provided for in this Agreement or required by law as a result of this Agreement shall be held in Woodstock, Illinois unless mutually agreed otherwise.

ARTICLE 10 - INDEMNIFICATION

Section 1. City Responsibility

The City will indemnify employees in accordance with the provisions of applicable Illinois law.

Section 2. Legal Representation

An employee shall have legal representation provided by the City in any civil cause of action brought against the employee resulting from or arising out of the performance of his/her official duties.

Section 3. Cooperation

Employees shall be required to cooperate with the City during the course of the investigation, administration or litigation of any claim arising under this Article.

Section 4. Applicability

The City will provide the protections set forth in Section 1 and Section 2 above only so long as the employee was acting within the scope of his/her employment and where the employee cooperates, as defined in Section 3, with the City in defense of the action or actions or claims. Acts of willful misconduct are not covered by this Article.

ARTICLE 11 - PERSONNEL FILES

Section 1. Inspection of Personnel Files

The City's personnel files, which include disciplinary history records applicable to the three (3) year period provided for in Section 3 of this Article, relating to employee shall be open and available for inspection by that employee, or his/her authorized representative, during regular business hours or non-working hours, as determined by the City, upon reasonable written request made in advance. If a file is to be inspected by an employee's authorized representative that representative must also be identified in writing. The employee or the employee's representative shall not be permitted to remove any part of the personnel file from the premises but may have copies of documents made upon payment therefore. The employee or the employee's authorized representative shall not have access to any of the documentation or information as indicated in the exceptions to the Illinois Personnel Record~~s~~ Review Act (Chapter 820 ILCS Sections 40/1 et seq.). Investigative files which relate to on-going investigations shall not be available for

inspection until after the investigation has been completed or there has been an adjudication of related charges, whichever is later.

Section 2. Material Not Available for Inspection

It is agreed that any material and/or matter not available for inspection, except as it relates to on-going investigations such as provided for in Section 1 above, shall not be used in any manner or any forum adverse to the employee's interest unless first made available to the employee, if possible, at least three (3) days before it is so used.

Section 3. Non-Reliance of Files

Disciplinary investigation files will not be relied upon for the purposes of further progressive discipline by the City three (3) years after the date from which the incident occurred or the date upon which the discipline was imposed, whichever is later, unless the investigation relates to a matter which has been the subject of either civil or criminal court litigation prior to the expiration of the three (3) year period, or unless further discipline has occurred. In such instance, the case file normally will not be relied upon for purposes of further progressive discipline three (3) years after the date of the final court adjudication unless further discipline has occurred. When the investigation relates to a matter which has not been the subject of either civil or criminal court litigation prior to the expiration of the aforementioned three (3) year period but further discipline has occurred, if no other discipline occurs for a three (3) year period following the last disciplinary date, the case file will not be relied upon for purposes of further progressive discipline.

Any information of an adverse employment nature which may be contained in any unfounded, exonerated, or otherwise not sustained file, shall not be used against the employee in any future proceedings. Any record of summary punishment (i.e., oral or written reprimand, suspension of five (5) days or less, which was issued by the Chief of Police) may be used for a period of time not to exceed three (3) years and shall thereafter not be used to support, or as evidence of, adverse employment action, so long as further formal discipline has not been imposed upon the employee during such three (3) year period. As appropriate, the City shall notify the Woodstock Police Pension Board when an officer is suspended without pay.

Section 4. Notice of Placement in File

An employee shall be notified when an evaluation, commendation, or record of disciplinary action is placed in his/her personnel file. A copy of an evaluation, commendation, or record of disciplinary action shall be made accessible to the employee within a reasonable time after it is placed in the employee's personnel file. No citizen's complaint shall be placed in an employee's personnel file unless the complaint is accompanied by a specific disciplinary action related to it.

Section 5. Requirement for a Report Related to an Outside Complaint

No employee who is the subject of a complaint originating with a person outside the Police Department shall be required to write a report on that complaint unless the Chief of Police issues an Internal Complaint based on the outside complaint. If any disciplinary action is taken against the employee, the employee will be informed of the name of the complainant if the Department knows the complainant's identity. Nothing in this Section shall modify or delete any of the provisions of Article 14.

Section 6. Notification of Investigation

Upon completion of any investigation of an employee based upon a signed internal complaint or based upon a citizen's complaint, the City shall inform the employee in writing regarding the subject matter of the investigation and its disposition.

ARTICLE 12 - WORKING OUT OF CLASSIFICATION

Any Unit A covered member who works in a classification senior to that in which he/she normally works for at least two (2) hours on a shift shall be paid the hourly wage equal to that senior classification, based on the seniority of the affected covered member, for those hours worked in that senior classification. The classifications are Detectives and Patrol Officers. For a Patrol Officer to act as a Detective he/she must actually be assigned to the Detective Division for an investigative function; i.e., surveillance activity as a Patrol Officer would not constitute working out of classification. Parking Enforcement Officers are not eligible for working out of classification pay.

ARTICLE 13 - LAYOFFS

Section 1. Layoff

In the event the City determines a layoff is necessary, employees in each unit shall be laid off in such number as determined by the City unless compliance with State and Federal law requires otherwise. The City agrees to inform the Council in writing not less than ten (10) business days prior to such layoffs and to provide the Council with the names of all employees to be laid off in such notice. Business days as used in this Agreement means Mondays through Fridays except City holidays.

Section 2. Layoff Order

Probationary employees and short-term or part-time employees shall be laid off first, and then full-time employees shall be laid off in affected units in inverse order of seniority. Individual employees shall receive notice in writing of the layoff not less than ten (10) business days prior to the effective date of such layoff.

Section 3. Recall

Employees shall be recalled from layoff according to seniority in compliance with applicable State and Federal law. No new employees at all shall be hired in Unit A or Unit B, respectively, until all employees on layoff in Unit A or Unit B, respectively, desiring to return to work shall have been given the opportunity to return to work. An employee on layoff shall only retain recall rights for an eighteen (18) month period unless compliance with State and Federal law requires otherwise.

In the event of recall, eligible employees shall receive notice of recall either by actual notice or by certified mail, return receipt requested. It is the responsibility of any employee eligible for recall to keep the Police Department notified, in writing, at all times of his/her current address. An employee shall be considered to have terminated his/her employment if he/she does not report to work within two (2) working days after the established date for the employee's return to work, except when it is determined that the circumstances were clearly beyond the employee's control.

ARTICLE 14 - DISCIPLINE AND DISCHARGE

Section 1(a) Discipline and Discharge for Covered Members in Unit A

The parties recognize the principles of progressive and corrective discipline. Disciplinary action or measures for covered members in Unit A shall include only the following:

- Oral reprimand
- Written reprimand
- Suspension
- Discharge

Disciplinary action may be imposed upon a covered member in Unit A only for just cause. Any appeal of an oral reprimand or written reprimand imposed upon a covered member in Unit A may be processed as a grievance through the grievance procedure provided for in this Agreement. Aside from an oral reprimand or a written reprimand, any appeal of other disciplinary action or measure imposed upon a covered member in Unit A will be processed at the election of the covered member, through the Agreement's Article 15 - Dispute Resolution and Grievance Procedure (Step 2) or the Board of Fire and Police Commissioners, but not both.

The parties agree that only the City Administration shall have the right to suspend or dismiss a non-probationary officer for only just cause, and will not file charges with the Board of Fire and Police Commissioners. Neither the Police Chief nor the City, or their agents will file charges asking the Board of Fire and Police Commissioners to review or impose discipline on any Bargaining Unit A covered member; instead all such discipline shall be imposed by the City Administration and appealed per the covered member's option, either using Article 15 Dispute Resolution and Grievance Procedure (Step 2) or the Board of Fire and Police Commissioners, but not both. The affected covered member shall select in writing which appeal process he/she wishes to utilize. Once the choice of appeal process is selected the other option is no longer available to the affected covered member.

If the covered member elects to file a Step 2 grievance to his/her suspension or dismissal, the grievance shall be processed in accordance with Article 15 of this Agreement. No appeal shall be available from the Board of Fire and Police Commissioners with respect to any matter appealed through the grievance procedure. Pursuant to Section 15 of the IPLRA and 65 ILCS § 10-2.1-17, the parties have negotiated an alternative procedure based upon the grievance and arbitration provisions of this Agreement and where the City's Board of Fire and Police Commissioners only role in any discipline is to act as an appeal process, if chosen by the covered member.

Section 1(b) Discipline and Discharge for Covered Members in Unit B

The parties recognize the principle of progressive and corrective discipline.
Disciplinary action or measures for covered members in Unit B shall include only the following:

- Oral reprimand
- Written reprimand
- Suspension
- Discharge

Disciplinary action may be imposed upon a covered member in Unit B only for just cause. Any appeal of disciplinary action or measure imposed upon a covered member in Unit B may be processed as a grievance through the grievance procedure provided for in this Agreement.

Section 2. Limitation

The City's recognition of the principles of progressive and corrective disciplinary action does not prohibit the City in any case from imposing discipline which is commensurate with the severity of the offense. The City shall notify both the covered member and Council in writing of disciplinary action. Such notification shall reflect the specific nature of the offense and the discipline imposed. The notification to the covered member shall precede notification to the Council.

Section 3. Pre-disciplinary Meeting

For discipline other than oral and written reprimands, the City shall meet with the covered member involved and inform the covered member of the reason for such contemplated discipline. The covered member shall be informed of his/her right to Council representation at the meeting and shall be entitled to such if so requested, provided that a Council representative shall be available within eight (8) hours of request. The covered member shall have the right to choose who from the six (6) person Grievance Committee will represent him/her, providing that such choice does not unreasonably delay the meeting longer than the eight (8) hour allowed period. If the covered member does not request Council representation, a Council representative shall nevertheless be entitled to be present unless the covered member objects to the presence. If no Council representative is present, the City will notify the Council of the meeting within eight (8) hours after it has occurred. If there is no Council representative present, the City agrees to not use any concession or admission made by that covered member as a precedent for any other Council member.

Section 4. Investigatory Interviews

When the City desires to conduct an investigatory interview of a covered member where the results of the interview might result in discipline being imposed upon that covered member, the City agrees to first inform the covered member that he/she has the right to Council representation at such interview. If a covered member desires such Council representation, no investigatory interview shall take place without the presence of a Council representative provided that a Council representative shall be available within sixteen (16) hours of notification.

Section 5. Off-Duty Conduct

The City may discipline an employee for off-duty conduct when such conduct adversely affects the employee's performance of his/her work duties or ability to function with others in the Department or adversely affects the Department's effectiveness in the community.

Section 6. Physical Fitness Requirements

In order to maintain efficiency in the Police Department and to protect the public, the City may establish reasonable physical fitness requirements for employees. Providing there is a good faith effort by the employee there shall be no discipline attached to an employee's failure to meet these requirements. However, action may be taken with respect to an employee, irrespective of his/her ability to meet reasonable physical fitness requirements, if in fact that employee's health interferes with his/her ability to perform his/her job. Upon submission of a receipt, the City shall reimburse an employee a maximum of one hundred dollars ($100.00) per fiscal year for a health club membership, as reviewed and approved by the City.

Section 7. Loss of Acceptable Position Requirements

An employee may be reassigned within the Police Department due to the loss of acceptable position requirements, such as, for example, a driver's license. Any such reassignment shall be made subject to an available job opening, and if there is no available job opening the employee shall be granted an unpaid leave of absence pending resolution of the loss. With respect to the application of this Section it is understood that:

- The assignment shall be made only if the employee is qualified to perform the available job;
- This Section shall not apply to an employee who has lost an acceptable position requirement as a result of having been disciplined;
- An employee reassigned under this Section shall be paid at the rate of the position to which he/she is reassigned;
- Any reassignment under this Section shall not exceed a period of three (3) months; and,
- Any unpaid leave of absence under this Section shall not exceed a period of six (6) months.

ARTICLE 15 - DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Section 1. Definition of a Grievance

A grievance is defined as a dispute between the City and a covered member or the Council regarding the application, meaning, or interpretation of this Agreement. Matters coming under the jurisdiction of the Woodstock City Board of Fire and Police Commissioners shall not be grievable, except for matters of disciplinary actions, at the election of the covered member, may be appealed through the Agreement's dispute Resolution and Grievance Procedure or the Board of Fire and Police Commissioners, but not both.

Section 2. Representation

Grievances may be processed by a covered member or the Council on behalf of a covered member or group of covered members. The Council may have the grievant(s) present at any step of the grievance procedure, and the grievant is entitled to Council representation at any step of the grievance procedure.

Section 3. Procedure

Step 1.

Any covered member or Council representative who has a grievance shall submit the grievance in writing to the Chief of Police on the approved form attached hereto as Exhibit 3. The grievance shall contain a statement of the facts and circumstances, the provision or provisions of the Agreement alleged to have been violated, and the relief sought. All grievances shall be filed within ten (10) business days from the date of the occurrence or ten (10) business days from the date which the grievant could reasonably have learned of the circumstances which gave rise to the grievance. The Chief of Police or designee shall investigate the grievance and shall offer to discuss the grievance with the grievant and/or a Council representative at a mutually agreed upon date and time. The Chief of Police need not offer to discuss the grievance if the grievance is one (1) of multiple grievances involving the same issue and the Chief of Police did offer to discuss at least one (1) such grievance. The Chief of Police shall endeavor to render a written response to the grievant within ten (10) business days after receipt of the grievance. Grievances not timely filed shall be deemed waived without precedence.

Step 2.

If no response is received or the grievance is not settled at Step 1, and the grievant or the Council wishes to further appeal the grievance, the grievance shall be submitted in writing to the City Manager within five (5) business days after receipt of the response at Step 1 or if no response is received in Step 1 within fifteen (15) business days after the grievance was submitted to the Chief of Police. This written grievance shall set forth the facts and circumstances and shall state the reason for believing that the grievance was improperly denied in Step 1. The City Manager or designee shall then investigate the grievance, and hold a meeting with the parties involved in the grievance at a reasonably convenient time within ten (10) business days after receiving the grievance. The City Manager need not hold such a meeting if the grievance is one (1) of multiple grievances involving the same issue and the City Manager did hold such a meeting with respect to at least one (1) such grievance. The City Manager or designee shall endeavor to respond to the grievance, in writing, within ten (10) business days after conducting such meeting. If the grievance is not settled at Step 2, and the Council wishes to appeal the grievance, it may refer the matter to arbitration within ten (10) business days of receipt of the City Manager's response at Step 2, or if no response is received in Step 2 within twenty-five (25) business days after the grievance was submitted to the City Manager. The arbitration shall proceed in the following manner:

1) A representative of the City and the Council shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators who are members of the National Academy of Arbitrators. Each party shall have the right to reject one (1) list in its entirety. The Arbitrator shall be selected from the list of seven (7) by alternate strikes by the City and the Council. The order of individual strikes shall be determined by a coin toss, with the loser striking first. The person whose name remains on the list shall be the Arbitrator. The Arbitrator shall be notified of his/her selection by a joint letter from the City and the Council. The letter shall request the Arbitrator to set a time and place for hearing the grievance, subject to availability on the part of the City and the Council. Hearings shall be conducted in the City of Woodstock unless otherwise mutually agreed.
2) Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the Arbitrator.
3) Either the Council or City may request the production of specific documents, books, papers, or witnesses reasonably available from the Council or the City and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.
4) The decision and award of the Arbitrator shall be made within thirty (30) days following the end of hearing or the submission of briefs, whichever is later and shall be final and binding on the parties involved. The Arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement.

Section 4. Time Limits

No grievance shall be entertained or processed unless it is submitted in writing within the given time limits set forth in Steps 1 and 2 above. Failure at any step of this procedure by the City's representative to communicate a decision on a grievance within the specified time limits shall be considered a denial of the grievance and shall permit the grievant to appeal the grievance to the next step within the prescribed time limits. Failure at any step of this procedure to appeal the grievance to the next step within the specified time limits shall be considered acceptance of the decision rendered at the preceding step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 5. Expenses of Arbitration

The fees and expenses of the Arbitrator and the cost of a written transcript of the arbitration hearing shall be shared equally by the City and the Council, provided, however, that each party shall be responsible for compensating its own representatives and/or witnesses.

Section 6. City of Woodstock Board of Fire and Police Commissioners

The parties acknowledge that the City of Woodstock Board of Fire and Police Commissioners has certain statutory authority regarding covered members in the bargaining unit including, but not limited to, the right to promote employees, and to make and alter rules and regulations. This Agreement in no way replaces, supplements or diminishes the statutory authority of the City of Woodstock Board of Fire and Police Commissioners, except for matters of disciplinary action. At the election of the covered member, discipline imposed by the City Administration may be appealed through Article 15 – Dispute Resolution and Grievance Procedure (Step 2) or the Board of Fire and Police Commissioners, but not both.

The parties agree that only the City Administration shall have the right to suspend or dismiss a non-probationary officer for only just cause, and will not file charges with the Board of Fire and Police Commissioners. Neither the Police Chief nor the City, or their agents will file charges asking the Board of Fire and Police Commissioners to review or impose discipline on any Bargaining Unit A covered member; instead all such discipline shall be imposed by the City Administration and appealed per the covered member's option, either using Article 15 Dispute Resolution and Grievance Procedure (Step 2) or the Board of Fire and Police Commissioners, but not both. The affected covered member shall select in writing which appeal process he/she wishes to utilize. Once the choice of appeal process is selected the other option is no longer available to the affected covered member.

No appeal shall be available from the Board of Fire and Police Commissioners with respect to any matter appealed through the grievance procedure. Pursuant to Section 15 of the IPLRA and 65 ILCS 10 2.1-17, the parties have negotiated an alternative procedure based upon the grievance and arbitration provisions of this Agreement and where the City's Board of Fire and Police Commissioners only role in any discipline is to act as an appeal process, if chosen by the covered member.

ARTICLE 16 - LABOR-MANAGEMENT SAFETY COMMITTEE

Section 1. Labor-Management Meetings

The Council and the City mutually agree that in the interest of efficient and safe operations and harmonious employee relations, it is desirable that periodic meetings be held between Council representatives and representatives of the City. Such meetings may be requested by either party by placing in writing a request to the other and expressly providing the agenda for such meeting. Both parties agree to meet as is reasonably necessary.

The City and the Council agree to cooperate with each other in matters regarding the administration of this Agreement and regarding maintaining standards of law enforcement for the maximum protection of all citizens of the City of Woodstock.

Section 2. Integrity of the Grievance Procedure

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be discussed in detail at such meetings, and any discussions of pending grievances shall be non-binding on either party and solely for the

purpose of exploring alternatives to settle such grievances and such discussions shall only be held by mutual agreement of the City and the Council.

Section 3. Safety Issues

No employee shall be required to use any equipment that has been designated by both the Council and the City as being defective because of a disabling condition creating a serious risk to the safety of employees unless the disabling condition has been corrected. The City shall take all reasonable steps within available budgeted funds to protect employees during working hours in the performance of their duties.

Section 4. Reports

In a timely fashion after a Labor-Management Meeting, the Council shall prepare a synopsis of the Council's interpretation of any agreements reached between the parties at said Labor- Management Meeting. The Council shall then forward the report to the City and suggest that the City either confirm or correct the Council's interpretation of the results of said meeting. It is understood, however, that the failure, should it occur, of the City to respond to the Council's synopsis regarding a given Labor-Management Meeting shall not be construed as a confirmation of the Council's interpretation of any agreements reached as a result of that Labor-Management Meeting.

ARTICLE 17 - VACATION LEAVE

Section 1. Vacation Benefits

Commencing January 1, 2006 and continuing thereafter, the vacation benefit for a regular full-time hourly or salaried employee shall be based upon the number of completed calendar years of service, and shall be earned as follows:

Number of Completed Calendar Years of Service	Earned Vacation leave
1	80 Working Hours
2-5	96 Working Hours
6-9	120 Working Hours
10-15	160 Working Hours
16-20	200 Working Hours
21-25	224 Working Hours
26+	240 Working Hours

In the case of a new employee, he/she will be credited with 6.6 hours of vacation leave per completed month of service prior to the commencement of his/her first full calendar year of service with the City. Vacation leave accrued during this period may be taken with the approval of his/her supervisor during the first full calendar year (commencing January 1st) of service with the City.

Vacation leave shall be credited to each employee on the January 1 following each completed calendar year of service. Except with the written authorization of the Chief of Police and City Manager, vacation time shall not be accrued beyond the number of days credited in a one (1) year period. To be eligible for consideration, requests for carrying over vacation time shall be submitted no later than December 1 of each year to the Chief of Police who will grant or deny the request in his/her discretion. Earned vacation leave which is not taken during the calendar year following its accrual shall be forfeited. Earned vacation

benefits shall not be converted to cash compensation, except upon separation from the City as stated in Section 4 of this Article.

Section 2. Scheduling of Vacations

The scheduling of vacations shall be made on the basis of vacation bid lists, one (1) for Unit A and one (1) for Unit B, and vacation preference shall be picked by seniority in both units. The City shall post the bidding list by November 15th of each year for the following year. Covered members will have until December 15th of each year to choose vacation leave.

All covered members of Unit A and Unit B may make an initial first choice vacation selection of at least five (5) consecutive vacation days or 40 hours (at least four(4) consecutive vacation days or 34 hours for Patrol), if eligible, on the vacation bid list. If a covered member chooses to not make a first vacation selection, said covered member forfeits his/her seniority rights only in regards to the scheduling of a first vacation selection during that respective year. Covered members are restricted from second choice selections until all covered members have made their first choice. Second choice selections cannot take priority over another covered member's first choice selection. Covered members shall not be required to make a second choice on the vacation bid list. Whenever practical, five (5) days written notice regarding vacation time not requested on the vacation bid list shall be submitted to the covered member's supervisor for approval. Approval for use of vacation time shall not be unreasonably denied whenever manpower is sufficient. For Unit B and non-Patrol covered members, no vacation time shall be granted in less than one-half day (½) increments. For Patrol, no vacation time shall be granted for less than four (4.0) hours.

The vacation schedule shall be arranged by the City so as to provide for minimum disruption of services. There can only be one (1) Patrol Division covered member from each shift on vacation at any one time with no overlapping of vacation days allowed, but a Patrol Officer can take a single vacation day when another covered member on the same shift is on vacation at the same time if there are enough Patrol Officers on the shift such that it will not be necessary to cover for the Patrol Officer taking the vacation day. There can only be one (1) covered member from the Detective Division on vacation at any one time with no overlapping of vacation days allowed, however a Detective can take a single vacation day when another covered member in the Division is on vacation provided that there is at least one (1) other Detective scheduled to work on the date that the single vacation day is taken. There can only be one (1) Telecommunicator on vacation at any one time with no overlapping of vacation days allowed, however a Telecommunicator can take a single vacation day when another Telecommunicator is on vacation provided that it does not create any additional overtime. If there is only one (1) Records Clerk then the Records Clerk and a Telecommunicator can be on vacation at the same time. If there is more than one (1) Records Clerk then there can only be one (1) Records Clerk on vacation at any one time with no overlapping of vacation days allowed, however a Records Clerk can take a single vacation day when another Records Clerk is scheduled to work on that date that the single vacation day is taken. If there is more than one (1) Parking Enforcement Officer then there can only be one (1) Parking Enforcement Officer on vacation at any one time with no overlapping of vacation days allowed. For the purpose of this Section, “vacation days” means days when an employee is compensated for vacation time including that time referred to in Section 5 below.

Section 3. Vacation Leave Compensation

An employee shall be paid the equivalent of straight time earnings while on vacation.

Section 4. Payment of Vacation Benefits upon Separation

A lump sum payment of accrued vacation benefits, calculated at the employee's rate of pay at the time of separation, shall be provided to an employee upon separation from employment with the City in accordance with Illinois law.

Section 5. Extending Vacations

No compensatory time or floating holidays can be added to vacations except one (1) day of compensatory time (8.0 hours for non-Patrol, 8.5 hours for Patrol) or one (1) floating holiday (8.0 hours for non-Patrol, 8.5 hours for Patrol) can be added to complete any given week of vacation on any five (5) day scheduled work week for non-Patrol (four (4) day scheduled work week for Patrol.) For non-Patrol covered members no more than two (2) days of compensatory time or two (2) floating holidays, or one (1) day of compensatory time together with one (1) floating holiday, can be added to complete any given week of vacation on any six (6) day scheduled work week.

A maximum of up to eight and one-half (8 ½) hours of compensatory time can be taken during a covered member's last work shift prior to the start of a "scheduled vacation," provided that the request for the use of any such compensatory time is submitted not more than one (1) hour prior to the start of that covered member's last work shift, and provided that the use of any such compensatory time does not create any staffing shortages or the need for any shift modifications.

Section 6. Emergencies

In case of an emergency, the City Manager or the Chief of Police, or designee, may cancel any or all approved vacation leaves in advance of their being taken and/or recall any employees from vacations in progress with reasonable and proper notification.

ARTICLE 18 – HOLIDAYS

Section 1. Designated Holidays

The following days are designated as holidays for the purpose of determining holiday pay under Section 2 below:

- New Year's Day
- Easter Sunday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday following Thanksgiving
- Christmas Eve
- Christmas Day

Section 2. Pay for Working on Designated Holidays

If a covered member, as part of his/her regular work schedule, is scheduled to work on a designated holiday as set forth above, the covered member shall receive time and one-half (1½x) pay for any regular shift hours worked on the holiday, and shall receive double time (2x) pay for any additional hours worked on the designated holiday as the result of continuation of any work assignment which originated during those regular work shift hours on that designated holiday. With the implementation of the Modified 4-2 schedule, Patrol covered members will receive eight (8) hours of premium pay (1½x) and one-half (½) hour of straight/regular pay for each eight and one-half hour (8½) designated holiday worked.

However, if a Patrol covered member working the Modified 4-2 schedule is required to work beyond his/her eight and one-half hour (8½) shift by fifteen (15) minutes or greater, the one-half (½) hour will then be paid at premium pay (1½x) and all subsequent hours worked after the eight and one-half hour (8½) shift will be paid as required above, double time (2x) pay. For Patrol covered members working the 1600-0030 hours shift, hours compensated per this section shall be the hours that fall between 0001-2400 hours on the designated holiday.

If a covered member is required to work any hours on a designated holiday which are not part of his/her regular work schedule, or which are worked as the result of a continuation of any work assignment which originated during his/her regular shift hours on the day prior to the designated holiday, the covered member shall receive double time (2x) for any such hours worked within the twenty-four (24) hour designated holiday period.

For purposes of this section, hours considered on the holiday shall be any hours between 0001 and 2400 hours.

Section 2(a) Definition of Telecommunications Shifts

For Unit B covered members working as Telecommunicators, the first shift shall be 0700 to 1500 hours, second shift shall be 1500 to 2300 hours, and the third shift shall be 2300 to 0700 hours. Holiday pay shall be paid to the Telecommunicators that work the majority of hours falling on the designated holiday.

Section 3. Floating Holidays

Patrol covered members shall be credited 59.5 hours of floating holiday pay and non-Patrol covered members shall be credited 96.0 hours of floating holiday pay. Floating holiday pay shall be credited January 1st of each subsequent year of the Agreement, and must be used in the same year in which it is granted. If upon leaving the employ of the City, an employee used any floating holiday pay in advance of the corresponding number of designated holidays, the City may withhold eight (8) hours of straight time pay (8.5 hours of straight time pay for Patrol) from the employee's final pay check for each such floating holiday.

A covered member shall give the City five (5) days written notice of his/her intention to take a floating holiday and permission for such floating holiday shall not be unreasonably withheld. If a covered member gives the City less than five (5) days written notice of his/her intention to take a floating holiday the City shall determine in its discretion whether or not to grant permission for such floating holiday. Requests for floating holiday benefits will not be accepted for consideration of scheduling, nor approved, more than fifty-six (56) days in advance of the date of the requested holiday.

A Patrol covered member shall receive eight and one-half (8 ½) hours of straight-time holiday pay for each floating holiday. A non-Patrol covered member shall receive eight (8) hours of straight-time holiday pay for each floating holiday. If an employee is required to work on his/her floating holiday the employee shall have his/her choice of receiving either straight-time pay for any hours worked plus eight (8) hours (8.5 hours for Patrol) of straight-time floating holiday pay, or straight-time pay for any hours worked plus the right to reschedule his/her floating holiday as provided for above. The City has the right to require an employee to work on a previously approved floating holiday, without incurring any penalty, provided notification to the employee is provided at least twenty-eight (28) days prior to the floating holiday. If no such notification is provided, the City will not require an employee to work on his/her floating holiday once that floating holiday has been approved except in an emergency.

No floating holiday, compensatory time, or vacation time other than a "scheduled vacation", as defined in Article 28, Section 5, can be taken on a designated holiday unless sufficient manpower exists, such that the City would not have to cover for the employee so taking the floating holiday, compensatory time, or vacation time.

ARTICLE 19 - SICK LEAVE

Section 1. Accrual and Procedures

Each regular full-time employee of the City shall earn sick leave with pay at a rate of eight (8) hours for each full month of service. Unused sick leave may accumulate to a maximum of eight hundred (800) hours.

Effective April 1, 2013 through May 1, 2014 the following paragraph shall be in effect:

Once an employee has accumulated the maximum number of hours allowed, he/she shall receive a twenty-five percent (25%) payout for all hours earned over the allowable accumulation, up to a maximum of twenty-four (24) hours of pay per year. This conversion will apply only so long as the employee maintains the maximum allowable sick leave accumulation and is an employee of the City at the time the payment is made in January of each year.

Commencing May 1, 2014 and continuing thereafter, the previous paragraph will be null and void and the following paragraph shall be in effect:

Once a covered member has accumulated the maximum number of hours allowed, he/she shall receive a fifty percent (50%) payout for all hours earned over the allowable accumulation, up to a maximum of forty-eight (48) hours of pay per year. This conversion will apply only so long as the covered member maintains the maximum allowable sick leave accumulation and is an employee of the City at the time the payment is made in January of each year. The dollar value of such payout will be mandatorily applied to the covered member's share of his/her health insurance premiums, subject to any applicable payroll taxation, with any remaining balance to be paid as taxable wages. Covered members that do not participate in the City's health insurance plan shall have any applicable payout as taxable wages. Should the covered member leave employment for any reason, any funds not applied against health insurance premiums shall be paid as taxable wages. Should a fifty percent (50%) conversion application to insurance premiums become voluntary for other City employees in the future, the covered members of this Agreement shall also have this option on a voluntary basis.

Section 2. Permitted Uses

Accrued sick leave may be taken by an employee who is unable to work during his/her scheduled work day when one (1) or more of the following conditions apply:

- Injury or illness of the employee or of a member of his/her immediate family as defined in this Agreement;
- Required medical and/or dental care; or
- Exposure to a contagious disease.

Section 3. Sick Leave Eligibility

To be eligible for compensation while on sick leave, the employee shall notify the on duty supervisor, at least one (1) hour prior to his/her scheduled starting time, of his/her inability to report for work, and everyday thereafter, unless this requirement is waived by the Chief. If less than one (1) hour notice is given, written medical substantiation may be required by the Chief of Police or designee.

An accepted medical certificate signed by a licensed physician, physician's assistant or nurse practitioner (working under the authority of a licensed physician) shall be required from an employee under the following circumstances:

- The period of absence consists of more than three (3) consecutive working days;
- The request for sick leave is made immediately following or prior to a vacation or holiday; or,
- Absence from duty occurs frequently or habitually or under suspicious or questionable circumstances and the employee has been notified or warned that a certificate shall be required.
- If sick leave is taken on a day which is proceeded or followed by consecutive regular days off which are attached to a vacation or a holiday.
- The Chief [or designee] may issue a notice of excessive use of sick time, based on the previous calendar year and remains in effect for one (1) calendar year.

Section 4. Sick Leave Compensation

An employee receiving sick leave benefits shall be paid the equivalent of straight-time earnings. Sick leave compensation shall be paid in no less than one (1) hour increments.

Section 5. Illness or Injury During Paid Vacation Leave

An employee shall be entitled to use sick leave credits for the length of that employee's incapacitation by reason of injury or illness while on paid vacation leave provided, however, that such employee must substantiate such incapacitation and the reason or reasons therefore by certification by a licensed physician, physician's assistant or nurse practitioner (working under the authority of a licensed physician).

Section 6. Sick Leave Conversion Upon Separation

If an employee with less than twenty-five (25) years of service resigns from service in good standing, that employee shall convert unused sick leave to severance pay at a fifty percent (50%) rate.

If an employee with twenty-five (25) or more years but less than thirty (30) years of service resigns from service in good standing, that employee shall convert unused sick leave at a seventy percent (70%) rate.

If an employee with thirty (30) or more years of service resigns from service in good standing, that employee shall convert unused sick leave at an eighty percent (80%) rate.

Section 7. Definition of Immediate Family

A member of the immediate family shall be defined to be the employee's spouse, domestic partner, parent, brother, sister, child (including step or adopted), grandparent, or grandchild of the employee and/or the employee's spouse.

For the purposes of this section only, a domestic partner relationship must be acknowledged, in writing, and in a form supplied by the City, by both the employee and domestic partner, at least seven (7) days

before such leave is requested. In completing that form, the employee and domestic partner shall attest that their relationship satisfies the following criteria:

1. The employee and domestic partner are eighteen (18) years of age or older; and
2. The employee and domestic partner have resided together continuously for a period of at least twelve (12) months and intend to do so indefinitely; and
3. The employee and domestic partner have mutually agreed to be responsible for one another's common welfare and the necessities of life; and
4. The employee and domestic partner are not related by blood to a degree which would prohibit persons of opposite sex from marrying; and
5. The employee and domestic partner are not married; and
6. Either of the following:
    a. The employee and domestic partner share common or joint ownership of their residence; or
    b. Any three (3) of the following:
        1) The employee and domestic partner share joint ownership of a vehicle.
        2) The employee and domestic partner share a credit card account.
        3) The employee and domestic partner share a checking account.
        4) The employee and domestic partner have entered into a lease with respect to their residence, and the names of both appear as tenants on the lease.
        5) The employee and/or domestic partner has granted the other a general power of attorney.
        6) The employee and/or the domestic partner has designated the other as a primary beneficiary under a life insurance policy, retirement plan or pension plan.
        7) The employee has designated the domestic partner as a beneficiary in the employee's will.

ARTICLE 20 - FUNERAL LEAVE

An employee shall be granted a leave of absence with pay upon the death of a family member. A family member shall be defined as the employee's parents (including step parents), spouse, children (including step or adopted), brothers and sisters (including half or step), father-in- law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparents (including step), any grandchildren, and domestic partner (as defined in Article 19, Section 7). Paid funeral leave shall not exceed a total of three (3) working days. An employee may, however, extend the paid funeral leave by use of accrued sick leave up to a maximum of five (5) additional days if he/she deems it necessary.

ARTICLE 21 - INSURANCE

Section 1. Insurance

The Council and City acknowledge the continuing need for hospitalization, medical and dental insurance with appropriate levels of coverage and at affordable rates. The City shall make available to covered members and their dependents the same group health and hospitalization and dental insurance coverage as are provided to other City employees. Further, the City shall make available to covered members who retire during the life of this Agreement, and who at the time of retirement were covered by City insurance, individual and dependent coverage (if the dependent was covered when the covered member retired) at

group rates, with such premiums paid by the retired covered member in accordance with applicable state and federal law.

Section 2. Cost Containment

The City reserves the right to institute cost containment measures relative to insurance coverage as long as such changes are applicable to all other eligible City employees. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, preadmission and continuing admission review, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

In an effort to contain costs, the City may institute medical plan design changes subject to the following:

- The City reserves the right to comply with the Patient Protection and Affordable Care Act (PPACA.)
- In/out of network coverage differentials shall be no less than 80% (in)/60% (out).
- In network calendar year deductibles cannot exceed $1,000 per person with a maximum of three (3) per family.
- Out of network calendar year deductibles cannot exceed $2,000 per person with a maximum of three (3) per family.
- Emergency Room Co-pay may not exceed $250 per visit.
- Prescription Plan co-pays may not exceed $15/$45/$65 (mail order $25/$85/$125) for a 3-tier plan or $13/$40/$80/$155 (mail order tbd) for a 4-tier plan. A mandatory generic overlay may not be applied during the term of this Agreement.
- The Wellness Discount will remain at 2% until other Wellness options of greater value become available and addressed via a Memorandum of Understanding to this Agreement.
- The City reserves the right to offer an option of a High Deductible Health Plan (HDHP) and/or a Health Savings Account (HSA) Health Plan that is not subject to the limitations stated above.

Section 3. Terms of Policies to Govern

The extent of coverage under the insurance referred to in Section 1 shall be exclusively controlled by the applicable plan documents, and covered members shall be provided with the same coverage provided to non-FOP covered personnel at the City. The City agrees to assist employees, in a liaison capacity only, regarding communicating coverage questions to the insurance carrier. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policies and shall not be subject to the grievance procedure set forth in this Agreement.

Section 4. Right to Maintain Coverage While on Unpaid Leave or on Layoff

An employee who is on an approved unpaid leave of absence, other than approved leave under the City's Family and Medical Leave Policy, or who is on layoff with recall rights shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for employee coverage and, if desired, for dependent coverage.

Section 5. Insurance Co-Payments

Effective the pay period that includes the date of execution of this Agreement by all parties, covered members shall contribute to Health and Dental insurance premiums and be subject to the maximum premium contribution ("caps") per pay period in accordance with the following:

	2013	1/1/2014	1/1/2015	1/1/2016

Unit A	15%	16%	18%	20%
Single Cap Family Cap	$39.74 $113.40	$46.62 $133.06	$57.70 $164.66	$70.52 $201.25
	2013	1/1/2014	1/1/2015	1/1/2016
Unit B	20%	20%	20%	20%
Single Cap Family Cap	$52.98 $151.20	$58.28 $166.32	$64.11 $182.95	$70.52 $201.25

Employees who participate in Wellness programs and attain established wellness targets will be incentivized for their efforts.

The City reserves the right to convert the current 2-tier plan design to a 4-tier plan design providing coverage tiers for single, employee+spouse, employee+child(ren), and family, with the understanding that the percentage of premium contribution indicated is maintained and the caps listed above remain intact during the term of the Agreement.

The City reserves the right to shop for, obtain, and implement a new dental plan. If the rates for the new dental plan cannot be accommodated by the premium contribution caps listed above, the situation may be addressed via discussion with the Council and a Memorandum of Understanding.

Section 6. Life Insurance

The City shall continue to provide life insurance for full-time employees. The terms of the life insurance plan or plans shall be exclusively controlled by the plan documents, and covered members shall be provided with the same coverage provided to non-FOP personnel at the City.

ARTICLE 22 - WAGES/COMPENSATION/ALLOWANCES

Section 1. Wage Schedules

For the period May 1, 2013 through April 30, 2016 there will be wage increases each year for covered members as shown in the compensation schedules attached in Exhibit 4. All applicable wage and step increases will be effective on May 1 of each year. Wages retroactive to May 1, 2013 shall be applicable only to regular and overtime pay (and not to other aspects of compensation such as officer in charge, training, court and extra detail or duty pay) and shall be paid to current covered members (as of the date this Agreement is executed), and to covered members who retired from their employment, or who were promoted out of the bargaining unit between May 1, 2013 and the date upon which this Agreement is executed.

Step increases will be effective on May 1st of each year except for the first step increase. A covered member hired on or after May 1st and before November 1st shall be eligible for the first step increase on May 1st of the year following the date of hire. A covered member hired on or after November 1st and before May 1st shall be eligible for the first step increase on the first May 1 occurring after a full year of service.

Section 1(a) Post Employment Health Plan

Commencing the first full pay period following May 1, 2005, and continuing thereafter, each pay period covered members shall contribute 1% of their base salary into the ICMA Post Employment Health Plan (PEHP). The City shall transfer the funds to the PEHP at no additional cost to the covered member; however service or other fees assessed directly to the covered member from the plan are paid for by the covered member through their own individual accounts.

Section 2. Placement and Schedules

Effective upon the execution of this Agreement, covered members in the bargaining units shall be placed on the appropriate compensation chart using their number of years of service from the date of placement in service in their respective bargaining units. During the term of this Agreement, covered members shall then advance on the compensation schedule on their respective anniversary dates.

Section 3. Uniform Allowances

The following uniform allowances commenced on May 1, 2005 and shall continue hereafter:

- All Unit A covered members shall receive seven hundred fifty dollars ($750.00) and all Unit B covered members shall receive six hundred fifty dollars ($650) during the term of this Agreement for the purchase and cleaning of uniforms.
- In addition, all Detectives and all Patrol Officers with a plain clothes assignment shall receive two hundred fifty dollars ($250.00) during the term of this Agreement for the purchase of civilian clothing.

Any uniform related change required by the City by June 1 of any year during the term of this Agreement will be purchased at the employees' expense if the City gives at least ninety (90) days' notice of the change. Any other uniform related change will be at the City's expense. If the Police Department requires a complete uniform change the new uniform shall be purchased at the City's expense.

Upon termination of employment during the first ninety (90) days of any fiscal year during the term of this Agreement, a covered member shall reimburse the City, on a pro rata basis, the uniform allowance for the remainder of that fiscal year.

New hires after January 1st of each year will not be eligible for uniform allowance until completion of the following fiscal year.

ARTICLE 23 - SENIORITY

Section 1. Definition of Seniority

As used herein, the term seniority shall refer to and be defined as the continuous length of service or employment covered by this Agreement from the date of last hire, less any adjustments due to layoffs or approved leaves of absence without pay.

Section 2. Probationary Period

A covered member in Unit A will be a probationary employee for the first eighteen (18) months of employment. A covered member in Unit B will be a probationary employee for the first twelve (12) months of employment. Any probationary employee may be discharged or otherwise disciplined without recourse to the grievance procedure in this Agreement or without recourse to the appeal process of the City of Woodstock Board of Fire and Police Commissioners.

Section 3. Seniority List
The City shall maintain and keep current seniority lists for the covered members in Units A and B and those lists shall be made available for inspection by authorized Council representatives. Disputes as to seniority shall be resolved through the grievance procedure.

Section 4. Overtime List
No Detectives will be placed on the overtime list for Unit A. However Detectives who are not "on-call" will be allowed to bid on, and work, overtime assignments posted for community events such as, but not limited to Fourth of July, Community Parades and Memorial Day activities. The 5% differential in the pay scale will not apply for any such hours worked during such assignments. Detectives working such assignments will be paid at the applicable rate for their years of service as listed in Exhibit 4.

Section 5. Termination of Seniority
Seniority shall, in the City's discretion, be terminated for all purposes if the covered member:

- quits, retires or is discharged
- falsifies the reason for a leave of absence, or is found to effectively be working full-time during a leave of absence without the written approval of the Police Chief
- fails to report to work at the conclusion of an authorized leave of absence or vacation, except when it is determined that the circumstances were clearly beyond the employee's control
- is laid off and fails to report to work within two (2) working days after the established date for the employee's return to work, except when it is determined that the circumstances were clearly beyond the employee's control
- does not perform work for the City for a period in excess of eighteen (18) months; provided, however, this provision shall not be applicable to absences due to military service or established work-related injuries compensable under workers' compensation and/or disability coverage
- is absent for two (2) consecutive working days without notifying the City, except when it is determined that the circumstances were clearly beyond the employee's control.

ARTICLE 24 - SAVINGS CLAUSE

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

ARTICLE 25 - NO STRIKE PROVISION

Section 1. No Strikes
Neither the Council, any of its officers or agents, nor any covered members shall instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, slowdown, speed-up, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal or unapproved enforcement procedures or policies or work-to-the-rule situation, mass absenteeism or

organized interference which in any way results in the interruption or disruption of the operations of the Police Department of the City, regardless of the reason for doing so.

Any or all covered members who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City Administration with appeal rights to the City of Woodstock Board of Fire and Police Commissioners or Article 15 – Dispute Resolution and Grievance Procedure (Step 2), as provided elsewhere herein.

The parties acknowledge that the City of Woodstock Board of Fire and Police Commissioners has certain statutory authority regarding covered members in the bargaining unit including, but not limited to, the right to promote employees, and to make and alter rules and regulations. This Agreement in no way replaces, supplements or diminishes the statutory authority of the City of Woodstock Board of Fire and Police Commissioners, except for matters of disciplinary action. At the election of the covered member, discipline imposed by the City Administration may be appealed through Article 15 – Dispute Resolution and Grievance Procedure (Step 2) or the Board of Fire and Police Commissioners, but not both.

The parties agree that only the City Administration shall have the right to suspend or dismiss a non-probationary officer for only just cause, and will not file charges with the Board of Fire and Police Commissioners. Neither the Police Chief nor the City, or their agents will file charges asking the Board of Fire and Police Commissioners to review or impose discipline on any Bargaining Unit A covered member; instead all such discipline shall be imposed by the City Administration and appealed per the covered member's option, either using Article 15 Dispute Resolution and Grievance Procedure (Step 2) or the Board of Fire and Police Commissioners, but not both. The affected covered member shall select in writing which appeal process he/she wishes to utilize. Once the choice of appeal process is selected the other option is no longer available to the affected covered member.

If the covered member elects to file a Step 2 grievance to his/her suspension or dismissal, the grievance shall be processed in accordance with Article 15 of this Agreement. No appeal shall be available from the Board of Fire and Police Commissioners with respect to any matter appealed through the grievance procedure. Pursuant to Section 15 of the IPLRA and 65 ILCS 10 2.1-17, the parties have negotiated an alternative procedure based upon the grievance and arbitration provisions of this Agreement and where the City's Board of Fire and Police Commissioners only role in any discipline is to act as an appeal process, if chosen by the covered member.

Any covered member who holds the position of officer or Council representative occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Council agrees to inform its members of their obligation under this Agreement and to direct them to return to work.

Section 2. No Lockouts

The City shall not lock out any covered members during the term of this Agreement as a result of a labor dispute with the Council.

Section 3. Penalty

Any employee who violates the provisions of Section 1 shall be subject to immediate discipline, including discharge, subject to applicable law. Any action taken by the City against an employee who violates Section 1 shall not be subject to appeal under this Agreement except to the extent there is an issue as to whether the employee was in fact engaged in an action prohibited by Section 1. The failure of the City to

impose discipline under this Article in any given instance shall not be considered a waiver of such right in any other instance nor shall it be a precedent.

Section 4. Judicial Restraint

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

ARTICLE 26 - GENERAL PROVISIONS

Section 1. Department Procedures, Regulations and Rules

The operating rules and procedures of the City of Woodstock Police Department, as from time to time amended or implemented, which are not in conflict with this Agreement, shall continue in full force and effect. The City shall provide employees with copies of all such new Rules and Regulations.

Section 2. Visits by FOP Representatives

Authorized designees of the National or State Lodge Officers, limited to two (2) at any given time, shall be permitted to visit the Police Department during working hours to talk with officers of the local Lodge and/or representatives of the City concerning matters covered by this Agreement. Such visits shall not interfere with the operations of the Department, and the Lodge shall give the City reasonable prior notice of the visits.

Section 3. Examination of Records Regarding Grievances

A Representative of the Council or any two (2) members of the six (6) member Grievance Committee shall have the right to examine time sheets and other records pertaining to the computation of compensation for any covered member whose pay is in dispute, or any other records of the covered member pertaining to a specific grievance, at reasonable times with the covered member's consent, and after a twenty-four (24) hour verbal notice of such a request to the City.

Section 4. Damaged Personal Property

The City agrees to repair or replace with an item of equal value, as necessary, any personal property that is necessary and/or required for the employee's assigned duty if such is damaged or broken as a result of the employee being required to subdue another person, or is being attacked by another person, during the course of the employee's duties. The employee will be required to document such an incident and turn in the damaged or broken item to his/her immediate supervisor in a timely manner. The City agrees to repair or replace a pair of prescription eyeglasses with a pair of equal value. The maximum amount payable under this Section is two hundred dollars ($200.00) per incident except where the employee can establish that the damaged property is not functionally replaceable by items that cost two hundred dollars ($200.00) or less.

Section 5. Inoculation or Immunization Vaccinations

The City agrees to pay all expenses for inoculation or vaccinations for an employee and for members of an employee's family when such becomes necessary as a result of said employee's exposure to contagious diseases where said employee has been exposed to said disease in the line of duty. Additionally, the City shall administer or provide, at City's expense, a Hepatitis B Virus (HBV) inoculation series to the employee. Additionally, as non-experimental inoculations become available (as approved by the FDA) for additional strains of Hepatitis, Human Immune Deficiency Virus (HIV), related or Acquired Immune Deficiency

Syndrome (AIDS) antibody positive conditions, such shall be provided to all employees on a voluntary basis.

Section 6. Funeral and Burial Expenses

The City agrees to defray all reasonable funeral and burial expenses of any employee of the Police Department killed in the line of duty.

Section 7. Personal Information

Employees are responsible for assuring that all personal information given to the City is correct at all times. The City should be advised within twenty-four (24) hours of any changes in the following:

- Name (name should be the same as on social security card)
- Home address
- Telephone number

The City should be advised within seven (7) days of any changes in the following:

- Marital status (in case of emergency)
- Number of dependents (for income tax)
- Names of dependents (for insurance)
- Names of beneficiaries (for life insurance)

Section 8. Secondary Employment

Employees considering employment in addition to work with the City must receive written approval from the Chief of Police prior to beginning work to assure that the employee's secondary employment is in full compliance with the following guidelines:

- the secondary employment must not be in conflict of interest with the City employment
- secondary employment must be scheduled outside of work time with the City including scheduled overtime
- secondary employment may not infringe upon City work time including lack of energy on the job and interruptions concerning secondary employment including telephone calls and visitors
- secondary employment may not require the employee to wear a City uniform or badge; to possess a Department-issued firearm; or to utilize the City's LEADS/ALECS/ALERTS line, vehicles, or equipment
- secondary employment may not require the officer to possess a firearm without first obtaining a written agreement from such secondary employer to indemnify the City of Woodstock and its agents for any liability (including but not limited to worker's compensation or tort liability) which may exist because of the use of such firearm
- where the type of secondary employment is prohibited by law or negatively reflects on the City
- where the employee is employed or engaged in criminal matters or in civil matters which directly conflict with the operations of the Department

The Chief of Police or designee shall endeavor to respond to such written requests within five (5) business days after such request is made. All responses shall be in writing citing primary reasons for denial, if applicable. All employees holding secondary employment shall notify the Chief of Police of the place of employment, address, phone number, supervisor's name, and hours of employment so that the employee may be reached in an emergency.

Failure to comply with this procedure may result in the employee being directed to terminate secondary employment and/or disciplinary action.

Section 9. Residency Requirement

Employees shall be required to live within the area encompassed by the geographical boundaries described as being from Interstate 39 on the west, to Interstate 88 on the south, to Interstate 94 to the east, and the Illinois State line to the north.

Section 10. Family and Medical Leave Policy

The City shall comply with the Family and Medical Leave Act. Employees eligible for leave under the City's Family and Medical Leave Policy must substitute any earned or accrued paid time off for unpaid family and medical leave. Only health benefits shall be maintained while an employee is on unpaid family or medical leave, and no benefits shall accrue while an employee is on unpaid family or medical leave or any other unpaid leave of absence.

Section 11. Cancellation of Benefit Time

Once benefit time of four (4) hours or less has been has been approved by the Police Administration Division, an employee may not cancel said benefit time without the approval of the Chief of Police or designee.

ARTICLE 27 - SHIFT BIDDING

Section 1. Definition of Seniority

As used herein, the term seniority shall refer to and be defined as the continuous length of service or employment covered by this Agreement from the date of last hire, less any adjustments due to layoffs or approved leaves of absence without pay.

Section 2. Procedure for Shift Bidding

The bidding for shifts shall be done by seniority in each individual unit. In general, the City shall post the shift bidding list by November 1st of each year, covered members in each division shall have until November 15th of each year to make their shift bid, and a copy of the final shift bid list shall be posted by the City on November 15th of each year. Notwithstanding the foregoing, the bidding for shifts shall also occur, at the City's discretion, if a new workweek schedule is implemented by the City.

As has been the past practice, when the City provides for shift bidding it will retain the right to make certain assignments, such as, for example, the traffic unit, the training officer, other positions that are assigned on a voluntary basis, and one (1) opening on each shift for a probationary employee. In addition to temporary changes as described in Article 28, Section 4 of this Agreement, in certain circumstances after the City has provided for shift bidding the City shall retain the right to make shift changes; for example, in a situation where three (3) covered members with low seniority end up on one (1) shift, or when, for example, there is a manpower deficiency caused by an employee's resignation.

ARTICLE 28 - NORMAL WORKWEEK AND WORKDAY

Section 1. Definition of Workweek

As of the execution of this Agreement, the term workweek shall be defined as the work schedule currently in effect for covered members with traditional patrol and telecommunication functions which utilizes seven (7) day off groups, and is commonly referred to as the Kelly System work schedule.

As of January 1, 2014, the Kelly System work schedule shall remain intact for the non-Patrol covered members, however the Patrol covered members, will enter into a one (1) year trial period of a "Modified 4-2" schedule. During the one (1) year trial period, the "Modified 4-2" schedule can revert to the Kelly System (and all pre-"Modified 4-2" schedule changes including but not limited to floating holiday time) for Patrol at any time with thirty (30) days' notice from either party. In good faith both parties have agreed to try the "Modified 4-2" schedule during calendar year 2014 and openly discuss any issues that arise with either party in an effort to retain the "Modified 4-2" schedule.

The "Modified 4-2" schedule results in varying work hours, however the City shall pay all Patrol covered members on such schedule for 80 regular hours per pay period as long as the scheduled days are worked in full. As this situation results in an overpayment of hours each calendar year, the City has agreed that there will be no "give back hours" as a result of this arrangement.

Thereafter if during the term of this Agreement the City determines that it is in the interest of effective Police Department operations that the workweek should be changed, the City shall give the Council at least thirty (30) days advance notice thereof and City representatives upon request of the Council shall meet with Council representatives prior to the City's implementation of said workweek change to discuss the impact of the workweek change on covered members in the bargaining unit. This provision only applies to the City's adherence to a departmental work schedule such as, for example, the Kelly System or the "Modified 4-2", as opposed to individual employee work schedules.

In addition to its right to change any employee's work schedule as otherwise provided in this Agreement, the City may change any individual employee's work schedule in exigent or emergency situations. The determination as to when an exigent or emergency situation exists shall be made by the City, but the City must be reasonable in exercising its discretion in that regard.

Any employee who is absent from a given shift and who has accrued, unused paid leave (e.g., vacation leave, floating holiday, sick leave, compensatory time) shall be required to use such paid leave with respect to that absence, but this requirement shall not apply to an absence resulting from the employee serving a disciplinary suspension. The City shall not incur an overtime obligation if it has to change a covered member's shift to cover for the covered member who has been required to use such paid leave.

Section 2. Definition of Workday

Under the Kelly System, the normal workday shall be eight (8) consecutive hours, and shall include a thirty (30) minute paid lunch period, and two (2) fifteen (15) minute breaks each day, subject to emergency work duties. Under the "Modified 4-2" Schedule, the normal workday shall be eight and one-half (8½) consecutive hours, and shall include a thirty (30) minute paid lunch period, and two (2) fifteen (15) minute breaks each day, subject to emergency work duties. If a roll call is required outside of the eight and one-half (8½) consecutive hours, it shall be subject to compensation.

Section 3. Exclusion from the Workweek Schedule

As of the execution of this Agreement, employees assigned to non-traditional patrol or telecommunications functions, such as but not limited to, the Parking Enforcement Officer, the High School Liaison Officer, the Detective Division, the D.A.R.E. program, the narcotics task force, the Records Clerk position, shall not be required to work the Kelly System or the "Modified 4-2" work schedule. Their assigned work schedules, however, shall be consistent with this Agreement and the City shall have the right, in its discretion, upon giving reasonable notice thereof to the Council, to change their work schedules.

Section 4. Temporary Changes in Work Schedules

Should it be necessary in the City's judgment to establish schedules departing from the normal workday or the normal work cycle, or to change the shift schedule of an employee or employees, the City will give, if practicable, at least twenty-four (24) hours' advance notice of such change to all employees affected by such change.

Section 4 (a) Temporary Changes in Work Schedule for K-9 Officer

The City and the Union acknowledge the need for the K-9 Officer's hours to be varied to increase the effectiveness of the K-9 duties so that those individuals within the community who may be using or selling illegal substances cannot know the pattern or work schedule of the K-9 Officer. To that end, it is agreed that the Chief of Police, or designee, and the K-9 Officer, will set the schedule to include hours and days off that are mutually agreed upon by the parties. The K-9 Officer may directly request to meet with the Chief or designee regarding scheduling. Any changes made shall remain consistent with the relevant Articles of the Agreement, including but not limited to: work hours in excess of eight and one-half (8½) hours compensated as overtime. Changes to the K-9 Officer's schedule shall not circumvent overtime of other employees (covering for vacations, etc.) nor shall the changes be for the purpose of avoiding the payment of overtime pay or court time. However, the K-9 Officer's shift hours may be modified by the Chief, or designee, for the K-9 Officer to participate in K-9 demonstrations, school searches and training that falls outside the K-9 Officer's scheduled duty hours.

Section 5. Covering for Vacations

The City shall incur an overtime obligation to any covered member covering for a "scheduled vacation" defined as three (3) or more consecutive vacation days for which the City has received at least five (5) days advance notice as referred to in Article 27, Section 2. Upon receiving such notice of a "scheduled vacation" in Unit A, the City shall post the overtime for a period of forty-eight (48) hours. Upon receiving such notice of a "scheduled vacation" in Unit B, the City shall first attempt to cover the shift with part-time employees and post it thereafter if no part-time employees cover the shift(s).

The City shall have the right to change any covered member's shift for the purpose of having coverage for a vacation day or vacation days other than a "scheduled vacation" as defined in the paragraph above, and the City shall pay the covering covered member at his/her straight-time rate for the first eight (8) hours (eight and one-half (8½) hours for Patrol) worked in so covering. The decision as to whether or not to cover for a "scheduled vacation", or for a vacation other than a "scheduled vacation", is at the City's discretion.

Section 6. Shift Swapping/Switching of Hours

Covered members may, at the discretion of supervision, continue the practice of shift swapping within the same twenty-eight (28) day scheduling period. Supervisory approval shall not be unreasonably withheld. Shift swaps which occur during the last week of the twenty-eight (28) day scheduling period would get a

fourteen (14) day extension. The switching of hours by Detectives for coverage of holidays and comp time shall occur on a basis of need and not automatically.

Section 7. Covering for Training

The City shall have the right to change a covered member's shift or schedule, including the scheduled days off, for the purpose of scheduling the covered member for training. Additionally, the City shall have the right to change a covered member's shift or schedule, including the scheduled days off, for the purpose of having the covered member cover for another covered member scheduled for training. The covered member whose shift or schedule is so changed shall be paid at his/her straight-time rate of pay for the hours worked on said changed shift or schedule.

Section 8. Covering for Staffing Deficiencies

When a covered member's schedule, including the scheduled days off, is modified due to staffing deficiencies on another shift, resulting from regularly scheduled shift vacancies, the City shall pay such covered member overtime compensation for hours worked to fill said shift vacancy.

Section 9. Covering for Another's Use of a Floating Holiday or Compensatory Time

When a covered member's shift or schedule, including scheduled days off, is modified due to another covered member's use of a floating holiday, or compensatory time, the City shall pay straight-time to said covered member if the floating holiday or compensatory time are not scheduled and used in conjunction with a previously scheduled vacation or if the floating holiday or compensatory time are used pursuant to paragraph 3 of Section 1 above.

Section 10. Covering for Another Covered Member's Use of a Sick Day

When a covered member's schedule, including scheduled days off, is modified due to another covered member's use of a sick day, the City shall pay overtime to said covered member if the modification occurs within twenty-four (24) hours of notification unless the sick day is used pursuant to paragraph 3 of Section 1 above. When the covered member's shift or schedule, including scheduled days off, is modified due to another covered member's use of a sick day, the City shall pay straight-time to said covered member if the modification occurs more than twenty-four (24) hours after notification.

Section 11. Covering for Another Covered Member's Use of Funeral Leave

When a covered member's schedule, including scheduled days off, is modified due to another covered member's use of funeral leave, the City shall pay said covered member overtime compensation for all hours and days worked for said purpose. If funeral leave is extended, according to the provisions of Article 20, the procedure outlined in Section 10 above shall apply.

Section 12. Covering for Another Covered Member Performing Jury Duty

When a covered member's shift or schedule, including scheduled days off, is modified because another covered member is required to perform jury duty, the City shall pay straight-time to said covered member.

ARTICLE 29 - OVERTIME AND COMPENSATORY TIME

Section 1. Overtime

Overtime pay, at the rate of one and one-half (1½) times an employee's straight-time hourly rate of pay, shall be paid for all hours worked in excess of eight (8) hours in a day for non-Patrol and eight and one-half (8½) hours in a day for Patrol. For the purpose of determining eligibility for overtime, all compensated

hours shall be considered hours worked. To be eligible for overtime or compensatory time, a covered member must work at least fifteen (15) minutes on each occasion, and shall be compensated in quarter (¼) hour increments for such overtime.

If at the end of a covered member's twenty-eight (28) day cycle under the Kelly System or the "Modified 4-2" schedule, the covered member has worked more than his/her scheduled days for the cycle, the covered member shall be compensated at a rate of one and one-half (1½) times the covered member's straight time hourly rate of pay for those extra days.

If during the term of this Agreement the work week schedule is changed to a five (5) day workweek, a covered member will be eligible for overtime pay at the rate of one and one-half (1½) times the covered member's straight-time hourly rate of pay for the sixth (6th) or seventh (7th) day actually worked in a given workweek.

Section 2. Compensatory Time

At an employee's option, the employee may be credited with compensatory time at the rate of one and one-half (1½) hours per one (1) hour worked in lieu of paid overtime. All compensatory time shall be approved by Police Administration, which includes the shift supervisor, for the purpose of this Section, prior to its accrual. Compensatory time may not accumulate in excess of one hundred (100) hours. All compensatory time in excess of this amount shall be paid. Compensatory time not used in a calendar year shall be carried over to the next calendar year.

Any covered member entitled to compensation for Court Pay pursuant to Section 3 of this Article, compensation for Call Back Pay pursuant to Section 4 of this Article, or Training Pay pursuant to Section 1 of Article 30, may choose to receive such compensation in the form of compensatory time.

Requests for compensatory time usage shall not be accepted for consideration of scheduling, nor approved, more than twenty-eight (28) days in advance of the date of the requested compensatory time.

Covered members will be eligible to convert the time and a half [eligible pay] for working on a designated holiday into compensatory time. To demonstrate, the covered member can bank four (4) hours of compensatory time for working the full eight (8) hour shift on a given holiday.

Section 3. Court Pay

A covered member who is required by the City to be in court or to attend any pre-trial conference while off duty shall receive, at the covered member's time and one-half (1 ½) hourly rate of pay, the greater of the time the employee actually works on a given day or minimum compensation of two (2) hours. A covered member is eligible to receive two (2) hours of minimum court pay compensation more than once for a given day, if there is an uncompensated period of time in between the two (2) court calls.

Section 4. Call Back Pay

A covered member called back to work while off duty shall receive a minimum of two (2) hours compensation, or the actual time worked, whichever is greater, at one and one-half (1½) times the covered member's straight-time rate or equivalent compensatory time at the covered member's choice.

Section 5. Schedule Changes

The City shall not change a covered member's regularly scheduled day off or regular duty hours for the purpose of avoiding the payment of overtime or court pay to that covered member.

Section 6. Field Training Officer Pay

Any Officer assigned as a Field Training Officer shall receive one and one-half (1½) hours compensatory time for each training day consisting of seven (7) or more hours when actually involved in the training of a full-time field training recruit. Any Officer assigned as a Field Training Officer shall receive one and one-half (1½) hours of compensatory time for each period of seven (7) cumulative hours of training when actually involved in the training of a part-time employee.

Section 7. Communication Training Officer Pay

Any Telecommunicator or Records Clerk assigned as a Communication Training Officer or Records Training Officer shall receive one and one-half (1½) hours compensatory time for each training day consisting of seven (7) or more hours when actually involved in the training of a full-time Telecommunicator or Records Clerk. Any Telecommunicator or Records Clerk assigned as a Communication Training Officer or Records Training Officer shall receive one and one-half (1½) hours of compensatory time for each period of seven (7) cumulative hours of training when actually involved in the training of a part-time employee.

Section 8. Officer in Charge Pay

Any Patrol Officer assigned "Officer in Charge" for any part of a shift shall be paid the hourly wage equal to an entry level Sergeant for those hours worked in that classification. Any Detective specifically assigned the supervision or direction of peers normally assigned to the Detective Sergeant because the Detective Sergeant is absent due to a vacation or training shall be paid the hourly wage equal to an entry level Sergeant for those hours worked in that classification. It is at the City's discretion to assign a Patrol Officer or a Detective, as the case may be, as "Officer in Charge" on a shift; i.e., the City has the right to assign an absent supervisor's duties to another member of supervision and, thus, operate without an "Officer in Charge."

Section 9. No Pyramiding

Compensation shall not be paid more than once for the same hours under any provision of this Article or this Agreement.

Section 10. Required Overtime

The City shall have the right to require overtime and employees may not refuse overtime assignments. Whenever practical, overtime shall be scheduled on a voluntary basis, except for emergency situations, or except when qualified employee volunteers are not readily available. When more than one (1) employee volunteers for a given overtime assignment the most senior employee shall be given the overtime provided that employee is qualified to do the work. If there are no volunteers for overtime, the covered member with the least seniority on a given shift who is qualified to do the required overtime work shall be required to work the overtime. If a covered member who is ordered back does not comply for medical reasons, the covered member must submit a medical certificate within one (1) week or the covered member shall be subject to disciplinary action. The City shall only be required to post available overtime when the City has at least five (5) days' notice regarding the need for said overtime. Any such notice shall only be posted for forty-eight (48) hours. An employee shall not be eligible for any overtime work under this Agreement for the shift immediately preceding and the shift immediately following any shift for which the employee was scheduled but was absent from due to the employee's own illness or injury.

Section 11. Jury Duty and Witness Pay

An employee shall be given time off without loss of pay or accumulated benefits when asked to serve on a jury or when subpoenaed to appear before a court, public body, or commission connected with City business and not as an adverse party or witness against the City. Compensation received from the Court

for jury duty, compensation received for being a witness, or compensation otherwise received for the above described activities, shall be subtracted from the employee's regular straight-time earnings to determine the actual amount to be paid to the employee by the City under this Section. In the event an employee is an adverse party or witness against the City, the City agrees to allow the use of available time off options subject to the approval of the Chief of Police or designee, pursuant to the provisions of the Agreement. Such approval shall not be unreasonably denied.

ARTICLE 30 - POLICE TRAINING

Section 1. Training

The City agrees to provide training classes for the Police Department's employees as is reasonably necessary. Covered members shall be paid for actual time spent in any such required training classes, with a minimum of two (2) hours compensation. Training shall be scheduled by the Chief of Police or designee and employees will attend training sessions as assigned by the City. For classes outside of McHenry County, including firearm training, covered members shall receive a total of one (1) hour compensatory time for roundtrip travel. For classes within McHenry County, covered members shall not receive compensatory time for travel.

Section 2. Travel Expenses

The City shall endeavor to provide transportation to and from any required training classes. In the event that no City vehicle is available for such use, the City shall reimburse the employees for the use of their personal vehicles at the per mile rate established by the Internal Revenue Service.

The City shall reimburse employees assigned to training classes for meal expenses (justified via appropriate receipt submission) related to the training at the following maximum rates:

- Breakfast $10.00
- Lunch $10.00
- Dinner $15.00

The City shall be responsible for pre-paying the cost of any required overnight lodging as a result of covered members attending these required training classes. Any class that requires travel in excess of one hundred (100) actual miles one-way will require overnight lodging at the discretion of the covered member. The City shall reimburse employees for any other travel related expenses which are substantiated and appropriate.

Section 3. Education

The City encourages employees to improve and upgrade their skills through participation in job-related courses, degree programs at colleges and universities, job-related seminars, or workshops. This Section does not apply to any form of education initiated by the City in which the City shall pay all expenses.

Subject to available funds, covered members shall be reimbursed for the cost of registration, tuition, books, and lab fees, (meal, lodging, tolls, and mileage are not reimbursable) if attendance is pre-approved within five (5) business days after initial submission of request by the Chief of Police or designee and the Human Resources Director, and provided courses, job related seminars and/or job related workshops are determined to be in compliance with the following:

- For covered members in undergraduate or graduate programs with a declared major or minor in criminal justice/law enforcement, public administration or in the pursuance of a law degree, all courses required, including electives, may be approved.
- Courses with criminal justice/law enforcement registration designations and courses for introduction to psychology, social work or sociology may be approved when there is no declared major or minor, or a declared major or minor other than criminal justice/law enforcement or public administration.
- Reimbursement, upon satisfactory proof of successful completion, shall be limited to the sum of one thousand dollars ($1,000) per year per covered member for degree-related programs and five hundred dollars ($500) per year for job-related seminars or workshops. If a covered member wishes to enter an undergraduate or graduate program at an accredited college or university, such information should be forwarded to the Chief of Police during the annual budget process and no later than December 31st of each year. Accumulation is not permitted.
- It is expressly understood that all police training/educational opportunities outlined in this Section are to be accomplished on the covered member's time off. The City agrees to allow the use of available time-off options, subject to the approval of the Chief of Police or designee, to attend any of the outlined police training/educational opportunities, pursuant to the provisions of this Agreement.

ARTICLE 31 - NO BARGAINING DURING TERM

This Agreement, reached through good faith collective bargaining, constitutes the entire Agreement between the parties. The parties agree, therefore, that for the term hereof, subject only to the provisions of Article 21, Section 5 and Article 24 hereof, this concludes all collective bargaining between them, and each voluntarily and unqualifiedly waives the right, and agrees the other shall not be obligated to bargain regarding any subject or matter, whether or not referred to or covered in this Agreement, and whether or not such subject or matter was within the knowledge or contemplation of either or both parties at the time they negotiated this Agreement.

ARTICLE 32 - TERM OF AGREEMENT

This Agreement shall become effective as of the first day of May, 2013 and shall remain in full force and effect to and including April 30, 2016. After April 30, 2016, and at the end of each yearly period thereafter, this Agreement shall be renewed automatically for a further period of one (1) year unless either party gives written notice of a desire to modify, amend or terminate this Agreement at least sixty (60) days prior to April 30, 2016 or prior to the end of any yearly period thereafter.

ARTICLE 33 - ALCOHOL AND DRUG TESTING

Section 1. Statement of Policy

It is the policy of the City of Woodstock that the public has the absolute right to expect persons employed by the City in its Police Department to be free from the effects of drugs and/or alcohol. The City, as the Employer, has the right to expect its employees to report to work fit and able for duty and not affected by the abuse of legal drugs, illegal drugs, and/or alcohol to set a positive example for the community. The purposes of this policy shall be achieved in such a manner as not to violate any established rights of the employees of the Police Department. For purposes of the Article, the term "employee" includes all covered members in Unit A and Unit B.

Section 2. Prohibitions

Employees shall be prohibited from:

a) Consuming or possessing alcohol at any time and at any place while on duty except as may be necessary in the performance of duty as authorized by the Chief or designee.
b) Possessing, using, selling, purchasing or delivering any illegal drug at any time and at any place except as may be necessary in the performance of duty as authorized by the Chief or designee.
c) Failing to report to the employee's supervisor any known adverse side effects of medication or prescription drugs that the employee may be taking.

Section 3. Drug and Alcohol Testing Permitted

The Chief of Police or designee shall have the right to require the employee to submit to alcohol and/or drug testing as set forth in this Agreement under the following conditions:

a) *Pre-employment/Recall from Layoff* – All applicants for employment will be tested following acceptance of a contingent job offer. Covered members on layoff for more than six (6) consecutive months will be tested upon recall.
b) *Reasonable Suspicion* - Where the City has reasonable suspicion to believe that an employee is being affected by the use of alcohol, the abuse of prescription drugs and/or the use of illegal drugs. Reasonable suspicion will originate in writing at the supervisory level, must have the collaboration and concurrence in writing of one (1) other supervisor and must provide the supported reasons for testing prior to testing. Copies of supervisory level written documentation will be provided to the Council and employee prior to testing.
c) *Post-Accident/Post-Injury* – An employee in any accident while on duty that involves: an injury (to oneself or another person) requiring medical attention, and/or a motor vehicle accident and/or other damage to property in excess of $7,500.
d) *Random Testing* - Upon ratification of this Agreement, and on a periodic basis, but no more than four (4) times annually, employees will be subject to random testing for safety and security needs. All employees within the Police department, including Command staff, will be included in a random draw. Up to, but no more than twenty-four (24), employees will be randomly drug and alcohol tested per calendar year. The random pool will be administered by medical facility personnel who will contact the Chief of Police and/or the Human Resources Director who, in return, will contact each individual, while the employee is on duty, whose name was drawn to advise him/her of the test. The Woodstock Police department will be the collection site for random testing. Any employee who is using benefit time and/or on any regular day off (RDO) on the day of the random testing will not be tested.

Under each of the circumstances above, the employee shall be informed of his/her right to Council representation. Employees will submit to the test upon order from their supervisor and/or the Chief of Police or designee and testing shall not be unreasonably delayed by reason of the employee's inability to consult with legal counsel or the Council. When a serious injury is not involved, employees will be allowed to take the test in civilian clothing. If an employee chooses to wear civilian clothes during the testing, he/she must have the change of clothes available at the Department.

Any time spent by an employee per this policy in the testing procedure will be considered as work time and subject to compensation as outlined in Article 29, Section 1 as applicable.

Section 4. Refusal to Submit to Testing

Refusal to submit to testing may subject the employee to discipline up to and including discharge, but the taking of the test shall not be construed as a waiver of any objection or right that the employee or Council may have.

Section 5. Testing to be Conducted

In conducting the testing authorized by this Agreement, the City shall:

a) Use only a clinical laboratory or hospital facility which follows SAMHSA and NHSTA standards, provides a designated Medical Review Officer (MRO), and is certified by the State of Illinois to perform drug and/or alcohol testing, or use a licensed Intoximeter Operator who is not a member of the bargaining unit for those tests necessitating confirmation of a portable device indicating the presence of alcohol.
b) Use only a clinical laboratory or hospital facility that collects samples in such a manner as to preserve the individual employee's right to privacy while ensuring a high degree of security for the sample, its chain of custody, and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample except in circumstances where there is reasonable suspicion that the employee may attempt to compromise the accuracy of the testing procedure.
c) Use only a clinical laboratory or hospital facility that confirms any sample that tests positive in initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.
d) Provide the employee tested with an opportunity to have the split 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 City in writing within one (1) year of the date of collection.
e) Require that the laboratory or hospital facility report to the City's Human Resources Director or Human Resources department designee that a sample is positive only if both the initial screening and confirmation test are positive for a particular drug and/or testing indicates the presence of an adulterant or substitute sample. The parties agree that should any information concerning such testing or the results thereof be obtained by the City inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of tests administered), the City shall not use such information in any manner or form adverse to the employee's interests.
f) Require that with regard to alcohol testing, the City shall first use a portable breath alcohol testing device (PBT) via a certified/trained operator to detect the presence of alcohol. If the PBT registers the presence of alcohol, the employee shall be taken to Centegra Occupational Health/Centegra Emergency Room in Woodstock to take a second breath alcohol test for the purpose of determining whether the employee is under the influence of alcohol. Test results showing an alcohol concentration of .020 or more based upon the grams of alcohol per 100 milliliters of blood shall be considered positive. The foregoing standard shall not preclude the City from attempting to show that test results between .010 and .020 demonstrate that the employee was affected by alcohol, but the City shall bear the burden of proof in such cases.
g) For all positive test results, within two (2) calendar days of receipt, the City's Human Resources Director or designee shall provide each employee tested with a copy of all information and reports received by the City in connection with the testing and the results.
h) Ensure that no employee is the subject of any adverse employment action except emergency temporary reassignment or relief of paid duty during the pendency of any testing procedure.
i) Store such test results in confidential medical files only.

Section 6. Disciplinary Action

Violation of the conduct prohibited by Section 2 of this Article and/or testing positive for drugs or the presence of an adulterant in a sample provided shall be cause for recommendation for discharge, subject to the Article 15 Dispute Resolution and Grievance Procedure.

Section 7. Last Chance Agreement for Alcohol

In cases of testing positive for alcohol (test results showing an alcohol concentration of .020 or more based upon the grams of alcohol per 100 milliliters of blood), and in the Chief or designee's discretion, discipline less than discharge is determined to be appropriate, such discipline will be conditioned upon:

a) The employee was not under formal investigation for illegal drug use and/or abuse of alcohol.
b) The employee agrees to appropriate treatment as determined by the health care professional(s) involved.
c) The employee discontinues the abuse of alcohol.
d) The employee completes the course of treatment prescribed, including an "after care" plan for a period determined appropriate by the treating health care professional(s) involved.
e) The employee agrees to submit to unlimited unannounced testing during hours of work for a time period of twenty-four (24) months, during and/or after the period of "after care," as recommended by the attending health care professional(s).

Employees who do not agree to or fail to act in accordance with the foregoing "last chance agreement" for alcohol, or who test positive a second or subsequent time for the presence of illegal drugs and/or alcohol during the hours of work, shall immediately resign in lieu of discharge.

Section 8. Voluntary Request for Assistance

The City shall take no adverse employment action against any employee who voluntarily seeks treatment, counseling or other support for an alcohol and/or drug related problem not involving or related to criminal activity, other than the City may require reassignment of the employee with pay if the employee is unfit for duty in his/her current assignment. An employee's voluntary request for assistance must be made prior to any notification of post-accident/post-injury, random or reasonable suspicion testing. Nothing herein shall limit the Employer's right to seek disciplinary action for misconduct arising out of or relating to the employee's use of illegal drugs and/or alcohol. The foregoing is conditioned upon:

a) The employee was not under formal investigation for illegal drug use and/or abuse of alcohol.
b) The employee agrees to appropriate treatment as determined by the health care professional(s) involved.
c) The employee discontinues the illegal use of drugs and/or abuse of alcohol.
d) The employee completes the course of treatment prescribed, including an "after care" plan for a period determined appropriate by the treating health care professional(s) involved.
e) The employee agrees to submit to unlimited unannounced testing during hours of work for a time period of no less than twelve (12) months but no more than eighteen (18) months, during and/or after the period of "after care," as recommended by the attending health care professional(s).

Employees who do not agree to or act in accordance with the foregoing shall be subject to discipline, up to and including discharge.

Section 9. Leaves of Absence

This Article shall not be construed as an obligation on the part of the City to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined by a medical professional that the employee's current use of alcohol and/or drugs prevents such individual from performing the duties of a police employee or whose continuance on active status would constitute a direct threat to the property and/or safety of others. Such employee shall be afforded the opportunity, at the employee's option, to use accumulated paid leave or take an unpaid leave of absence pending treatment. If there is a question or concern relating to the appropriateness of an employee's return to work following a period of rehabilitation, the Human Resources Director shall discuss the situation with the medical professional involved.

Section 10. Right to Contest

If disciplinary action is not taken against an employee based in whole or in part on the results of a drug and/or alcohol test, the Council and/or the employee, with or without the Council, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the Grievance Procedure.

Further, if disciplinary action is taken against an employee based in part upon the positive results of a test as defined by this Article, then the Council or the employee shall have the right to file a grievance concerning any portion of the test as denoted above. Any evidence concerning test results which is obtained by the Employer in violation of the standards contained in this Article shall not be admissible in any Employer/City disciplinary proceeding involving the employee.

This Article shall not in any way limit the City's rights to take such action as the City, in its discretion, deems appropriate if an employee engages in conduct prohibited by Section 2 of this Article, unless such exercise is contrary to or inconsistent with the terms and conditions stated in this Agreement.

SIGNATURE PAGE

IN WITNESS THEREOF, the parties hereto have affixed their signatures this 19th day of November, 2013.

FOR THE CITY OF WOODSTOCK:

Dr. Brian P. Sager
Mayor

Roscoe C. Stelford, III
City Manager

Deborah K. Schober
Director, Human Resources

Robert W. Lowen
Chief of Police

Dianne Mitchell
City Clerk

Clerk's Seal:

FOR FOP LODGE #191:

Fred R. Spitzer
Unit Steward

Richard R. Dolan
Unit Steward

Daniel R. Pauley
Unit Steward

Kevin Tietz
Unit Steward

Charles Vorderer
Unit Steward

Amy Mc Kendry
Unit Steward

EXHIBIT 1 - DUES DEDUCTION AUTHORIZATION FORM

Dues Authorization Form

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

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

Date:_____ Signed:_____

Address:_____

City:_____

State:_____Zip:_____

Telephone:_____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clocktower Drive
Springfield, Illinois 62704
(217) 698-9433

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

Rev. April 4, 2011

EXHIBIT 2 – POLICE PENSION RECORD OF UNPAID/LEAVE SUSPENSION

City of
WOODSTOCK

Police Department
Robert W. Lowen, Chief of Police

656 Lake Avenue
Woodstock, Illinois 60098
phone 815.338.6787
fax 815.334.2275
policedept@woodstockil.gov
www.woodstockil.gov

To: WOODSTOCK POLICE PENSION BOARD

From: _____

Date: _____

Re: Record of Unpaid Leave / Suspension

Date(s) of Unpaid Leave / Suspension: _____

I acknowledge that during the dates listed above, I did not make the required contributions to the Woodstock Police Pension Fund due to an unpaid leave or suspension.

If the unpaid leave is due to a suspension, I further understand that affixing my signature and acknowledging this suspension is not to be construed as an admission of guilt in the event(s) leading up to this suspension.

Signed: _____

Dated: _____

EXHIBIT 3 - GRIEVANCE FORM

GRIEVANCE

WOODSTOCK POLICE DEPARTMENT

Unit#

GRIEVANT: GRIEVANT: LABOR COUNCIL ☐

YEAR

(Last) (First) (Middle)

ADDRESS:

CITY: STATE: ZIP:

PHONE: Work: Home: Other:

NUMBER

STEP ONE

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

Article (s) cited as violations: _____ and any other applicable Article

Short and to the point Explanation: _____

Remedy Sought: _____

_____, in part and in whole, make grievant whole

SUBMITTED TO: _____ *DATE:* _____

_____ Grievant's Signature

_____ Labor Council Representative Signature

EMPLOYER RESPONSE

_____

Title: _____ Response Given To: _____

Employer Representative Signature Date: _____

EXHIBIT 3 - GRIEVANCE FORM (CONTINUED)

STEP TWO

Reason for Advancing Grievance or Short and to the point Explanation: _____

_____

_____

_____

_____

Remedy Sought: _____

_____

_____

_____

_____, in part and in whole, make grievant whole.

SUBMITTED TO: _____ DATE: _____

_____ _____

Grievant's Signature Labor Council Representative Signature

_____ Title: _____ Response Given To: _____

Employer Representative Signature D ate: _____

EMPLOYER RESPONSE

_____

_____

_____

_____

_____

_____

_____

_____

_____ Title: _____ Response Given To: _____

Employer Representative Signature Date: _____

ARBITRATION

Grievance Submitted to Labor Council on: _____ Arbitration Notification Date: _____

Employer Notification

Mayor/President/Official: _____ Phone: _____

Address: _____ City: _____ Zip: _____

Attorney/Representative: _____ Phone: _____

Address: _____ City: _____ Zip: _____

EXHIBIT 4 - WAGE SCHEDULES – UNIT A

Collective Bargaining Agreement Between
The City of Woodstock
and the
Illinois Fraternal Order of Police Labor Council / Woodstock Lodge # 191

Unit A - Patrol Officers								
	Current		**2.00%**		**2.50%**		**2.50%**	
	5/2012 - 4/2013		**5/2013 - 4/2014**		**5/2014 - 4/2015**		**5/2015 - 4/2016**	
	$	**%**	**$**	**%**	**$**	**%**	**$**	**%**
Start	$49,761		$50,756		$52,025		$53,326	
1	$53,698	7.9%	$54,772	7.9%	$56,141	7.9%	$57,545	7.9%
2	$57,634	7.3%	$58,787	7.3%	$60,256	7.3%	$61,763	7.3%
3	$61,571	6.8%	$62,802	6.8%	$64,372	6.8%	$65,982	6.8%
4	$65,508	6.4%	$66,818	6.4%	$68,489	6.4%	$70,201	6.4%
5	$69,445	6.0%	$70,834	6.0%	$72,605	6.0%	$74,420	6.0%
6	$73,382	5.7%	$74,850	5.7%	$76,721	5.7%	$78,639	5.7%
7	$80,336	9.5%	$81,943	9.5%	$83,991	9.5%	$86,091	9.5%

Unit A – Detectives								
	Current		**2.00%**		**2.50%**		**2.50%**	
	5/2012 - 4/2013		**5/2013 - 4/2014**		**5/2014 - 4/2015**		**5/2015 - 4/2016**	
	$	**%**	**$**	**%**	**$**	**%**	**$**	**%**
Start	$52,249		$53,294		$54,626		$55,992	
1	$56,382	7.9%	$57,510	7.9%	$58,947	7.9%	$60,421	7.9%
2	$60,516	7.3%	$61,726	7.3%	$63,269	7.3%	$64,851	7.3%
3	$64,649	6.8%	$65,942	6.8%	$67,591	6.8%	$69,280	6.8%
4	$68,783	6.4%	$70,159	6.4%	$71,913	6.4%	$73,710	6.4%
5	$72,918	6.0%	$74,376	6.0%	$76,236	6.0%	$78,142	6.0%
6	$77,051	5.7%	$78,592	5.7%	$80,557	5.7%	$82,571	5.7%
7	$84,353	9.5%	$86,040	9.5%	$88,191	9.5%	$90,396	9.5%

EXHIBIT 4 - WAGE SCHEDULES – UNIT B

Collective Bargaining Agreement Between
The City of Woodstock
and the
Illinois Fraternal Order of Police Labor Council / Woodstock Lodge # 191

Unit B – Dispatchers								
	Current		**2.00%**		**2.50%**		**2.50%**	
	5/2012 - 4/2013		**5/2013 - 4/2014**		**5/2014 - 4/2015**		**5/2015 - 4/2016**	
	$	**%**	**$**	**%**	**$**	**%**	**$**	**%**
Start	$37,069		$37,810		$38,756		$39,725	
1	$40,362	8.9%	$41,169	8.9%	$42,198	8.9%	$43,253	8.9%
2	$43,657	8.2%	$44,530	8.2%	$45,643	8.2%	$46,784	8.2%
3	$46,951	7.5%	$47,890	7.5%	$49,087	7.5%	$50,314	7.5%
4	$50,246	7.0%	$51,251	7.0%	$52,532	7.0%	$53,845	7.0%
5	$53,539	6.6%	$54,610	6.6%	$55,975	6.6%	$57,374	6.6%
6	$56,834	6.2%	$57,971	6.2%	$59,420	6.2%	$60,905	6.2%
7	$62,505	10.0%	$63,755	10.0%	$65,349	10.0%	$66,983	10.0%

Unit B - Records Clerks								
	Current		**2.00%**		**2.50%**		**2.50%**	
	5/2012 - 4/2013		**5/2013 - 4/2014**		**5/2014 - 4/2015**		**5/2015 - 4/2016**	
	$	**%**	**$**	**%**	**$**	**%**	**$**	**%**
Start	$35,285		$35,991		$36,890		$37,813	
1	$38,551	9.3%	$39,322	9.3%	$40,305	9.3%	$41,313	9.3%
2	$41,817	8.5%	$42,653	8.5%	$43,720	8.5%	$44,813	8.5%
3	$45,083	7.8%	$45,985	7.8%	$47,134	7.8%	$48,313	7.8%
4	$48,349	7.2%	$49,316	7.2%	$50,549	7.2%	$51,813	7.2%
5	$51,616	6.8%	$52,648	6.8%	$53,965	6.8%	$55,314	6.8%
6	$54,881	6.3%	$55,979	6.3%	$57,378	6.3%	$58,813	6.3%
7	$58,150	6.0%	$59,313	6.0%	$60,796	6.0%	$62,316	6.0%

EXHIBIT 4 - WAGE SCHEDULES – UNIT B (CONTINUED)

Collective Bargaining Agreement Between
The City of Woodstock
and the
Illinois Fraternal Order of Police Labor Council / Woodstock Lodge # 191

Unit B - Parking Enforcement

	Current		2.00%		2.50%		2.50%	
	5/2012 - 4/2013		5/2013 - 4/2014		5/2014 - 4/2015		5/2015 - 4/2016	
	$	%	$	%	$	%	$	%
Start	$27,028		$27,569		$28,258		$28,964	
1	$28,967	7.2%	$29,546	7.2%	$30,285	7.2%	$31,042	7.2%
2	$30,907	6.7%	$31,525	6.7%	$32,313	6.7%	$33,121	6.7%
3	$32,847	6.3%	$33,504	6.3%	$34,342	6.3%	$35,200	6.3%
4	$34,787	5.9%	$35,483	5.9%	$36,370	5.9%	$37,279	5.9%
5	$36,726	5.6%	$37,461	5.6%	$38,397	5.6%	$39,357	5.6%
6	$38,664	5.3%	$39,437	5.3%	$40,423	5.3%	$41,434	5.3%
7	$40,604	5.0%	$41,416	5.0%	$42,451	5.0%	$43,513	5.0%

EXHIBIT 5 - LETTER OF UNDERSTANDING

Herein set forth a Letter of Understanding and Agreement between the City of Woodstock and the Illinois Fraternal Order of Police Labor Council / Woodstock Lodge # 191.

It is hereby agreed upon by the City of Woodstock (herein referred to as the City) and the Illinois Fraternal Order of Police Labor Council / Woodstock Lodge # 191 (herein referred to as the Labor Council), that a letter of understanding and agreement is necessary and appropriate at this time in an effort to prevent any immediate, or potential future, misunderstanding or grievance with regards to two current developing issues in the Police Department.

Issue One –

On or about February 1, 2006 the Woodstock Police Department will proceed forward with implementing a permanent beat program and policy that will utilize Patrol Officers as Permanent Beat Officers. Permanent Beat Officer assignments will be offered on a volunteer basis with officer seniority and supervisor approval prevailing. As a part of this program these Permanent Beat Officers will be charged with conducting periodic beat meetings with the community residents. At times these beat meetings may occur outside of an Officers normal duty hours and may as well be conducted as a team consisting of the Permanent Beat Officers from all three shifts who are responsible for a particular beat. These beat meetings may therefore at times result in the assignment of overtime to these Permanent Beat Officers.

By this letter of understanding and agreement, both the City and the Labor Council recognize that the overtime for conducting such beat meetings is most appropriately assigned to those Officers who have been designated as Permanent Beat Officers. Both the City and the Labor Council also therefore agree that the overtime to conduct such beat meetings is most appropriately assigned to the Permanent Beat Officers without regard to the general seniority status of the Officers within Unit A of the bargaining unit. Therefore, it is agreed that the City will assign overtime to Permanent Beat Officers for the purpose of conducting beat meetings within the community at its discretion without regard to the seniority status of any other unit A employee. Permanent Beat Officers conducting beat meetings during hours outside of their normal work hours will be compensated pursuant to the provisions of Article XXIX, Section 4. Call Back Pay, of the labor agreement. All other overtime assignments will continue to be assigned pursuant to the provisions of the labor agreement and past practice.

Issue Two-

The City and the Labor Council recognize and agree that there has been a change in how the supervisory coverage of the patrol shifts is achieved. As the result of that change the overall concept of the staffing and manpower coverage levels of the patrol shifts has also changed. The scheduling of supervisory staff, and the scheduling of patrol officer staff, have now realistically become two separate and distinct issues with regards to the impact that such has on the scheduling of vacations and the potential for the disruption of service to the community.

EXHIBIT 5 - LETTER OF UNDERSTANDING (CONTINUED)

Therefore, it is agreed upon that henceforth, for the purposes of the language contained within Article XVII, Section 2 of the labor agreement, the Patrol Sergeants will no longer be considered as ***"Patrol Division employees"*** with regards to the restrictions of this section pertaining to the scheduling of vacations. As such, one (1) Patrol Officer and one (1) Patrol Sergeant assigned to the same shift can now be on vacation at the same time. Furthermore, pursuant to the current language in the contract, ***".... a Patrol Officer can take a single vacation day when another employee (now considered as "Patrol Officer") on the same shift is on vacation at the same time, if there are enough Patrol Officers on the shift such that it will not be necessary to cover for the Patrol Officer taking the vacation day."*** All other language as defined currently in the labor agreement, Article XVII, Section 2 will remain in effect and will not be changed or modified by this agreement.

Herein both the City and the Labor Council and its representatives set forth, and agree to the changes listed herein this letter of understanding and agreement.

City:

Police Dept.: _____

Police Dept.: _____

~~Personnel~~ Human Resource Director: _____

City Manager: _____

The Union:

Lodge # 191: _____

Lodge # 191: _____

Lodge # 191: _____

Lodge # 191: _____

Lodge # 191: _____

Labor Council: _____

Dated This 3rd Day of January, 2006

Effective: The 9th Day of January 2006