

AGREEMENT

Between

VILLAGE OF ARLINGTON HEIGHTS

And

METROPOLITAN ALLIANCE OF POLICE

ARLINGTON HEIGHTS POLICE CHAPTER #510

2011 – 2014

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AGREEMENT

This Agreement is made and entered into by and between the Village of Arlington Heights (hereinafter referred to as the “Village” or “Employer”) and Metropolitan Alliance of Police Arlington Heights Police Chapter #510 (hereinafter referred to as the “Chapter”).

It is the intent and purpose of this Agreement to set forth the parties’ agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the Village; to encourage and improve efficiency and productivity; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I

RECOGNITION AND REPRESENTATION

Section 1 Recognition. The Village recognizes the Chapter as the sole and exclusive bargaining representative for all sworn full-time peace officers (hereinafter referred to as “officers” or “employees”), but excluding all sworn peace officers in the rank of sergeant and above, any employees excluded from the definition of “peace officer” as defined in Section 3(k) of the Illinois Public Labor Relations Act, and all other managerial, supervisory, confidential and professional employees as defined by the Act, as amended.

ARTICLE II

NON-DISCRIMINATION

In accordance with applicable law, neither the Village nor the Chapter shall discriminate against any employee covered by this Agreement because of race, sex, age, religion, creed, color, national origin, or Chapter membership. Other than Chapter membership, any dispute concerning the interpretation and application of this paragraph shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

ARTICLE III

DUES CHECKOFF AND CHAPTER RIGHTS

Section 1 Dues Checkoff. During the term of this Agreement the Village will deduct from each employee's first paycheck each month the uniform, regular monthly Chapter dues for each employee in the bargaining unit who has filed with the Village a lawfully written authorization form, a copy of which is attached as Appendix A, which may be revoked by providing 30 days written notice to the Village and the Chapter.

The actual dues amount deducted, as determined by the Chapter, shall be uniform for each employee in order to ease the Village's burden in administering this provision. The Chapter may change the fixed uniform dollar amount once each year during the life of this Agreement by giving the Village at least 30 days' written notice of any change in the amount of the uniform dues to be deducted. The Village will forward the dues deducted to the Chapter.

If an employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the Chapter shall be responsible for collection of dues. The Chapter agrees to refund to the employee any amounts paid to the Chapter in error on account of this dues deduction provision.

Section 2 Fair Share. During the term of this Agreement, employees who are not members of the Chapter shall, commencing 60 days after their employment or 60 days after the effective date of this Agreement, whichever is later, pay a fair share fee to the Chapter for collective bargaining and contract administration services rendered by the Chapter as the exclusive representative of the employees covered by said Agreement, provided fair share fee shall not exceed the dues attributable to being a member of the Chapter. Such fair share fees shall be deducted by the Village from the earnings of non-members and remitted to the Chapter. The Chapter shall periodically submit to the Village a list of the employees covered by this Agreement who are not members of the Chapter and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit. The foregoing provision shall not apply to any employee employed prior to June 19, 1990, who is not a member of the Chapter, provided any such employee must pay, pursuant to the deduction provisions of this Section, either the fair share fee or an amount equal to such fair share fee to a charitable organization selected in accordance with the last paragraph of this Section. This fair

share Section shall apply to employees who were members on June 26, 1990, and who thereafter become non-members.

The Chapter agrees to assume full responsibility to insure 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 fee payors. Accordingly, the Chapter agrees to do the following:

1. Give timely notice to fair share fee payors of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.
2. Advise fair share fee payors of an expeditious and impartial decision-making process whereby fair share fee payors can object to the amount of the fair share fee.
3. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payors to the amount of the fair share fee.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Chapter with respect to fair share fee payors as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Chapter. If the affected non-member and the Chapter are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

Section 3. Indemnification. The Chapter shall indemnify and hold harmless the Village, 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 Village for the

purpose of complying with the provisions of this Article, or in reliance on any written checkoff authorization furnished under any of such provisions. The foregoing indemnification clause shall not require the Chapter to indemnify or hold the Village harmless in the event the Village initiates a cause of action against the Chapter, unless the Village initiates such an action in response to a claim or cause of action initiated by another party. The Village will, upon request, provide a list of employees for whom dues and fair share fees are remitted to the Chapter.

Section 4 Chapter Use of Bulletin Boards. The Village will make available space on a bulletin board for the posting of official Chapter notices of a non-political, non-inflammatory nature. The Chapter will limit the posting of Chapter notices to such bulletin board.

ARTICLE IV

LABOR-MANAGEMENT COMMITTEE

At the request of either party, the employee Chief Representative and the Police Chief or their designees shall meet at least quarterly to discuss matters of mutual concern that do not involve negotiations. The employee Chief Representative may invite other Chapter bargaining unit members (not to exceed three) to attend such meetings. The Police Chief may invite other Village representatives (not to exceed three) to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least three days prior to the date of the meeting, provided that if the employee Chief Representative requests the meeting, a copy of the agenda shall also be submitted to the Village Manager and the Village Manager or his designee may attend such meeting. This section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement. Employees scheduled to work will notify the Police Chief prior to their attendance at a meeting and if such attendance is approved, the employee will be permitted to attend the meeting during his regular hours of work with no loss of pay.

ARTICLE V

GRIEVANCE PROCEDURE

Section 1 Definition. A “grievance” is defined as a dispute or difference of opinion raised by an employee against the Village involving an alleged violation of an express provision of this Agreement.

Section 2 Procedure. The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

STEP 1: Any employee who has a grievance shall submit the grievance in writing to the employee’s immediate supervisor, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than seven business days from the date of the first occurrence of the matter giving rise to the grievance or within seven business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The immediate supervisor shall render a written response to the grievant within seven business days after the grievance is presented.

STEP 2: If the grievance is not settled at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Bureau Commander or, in his absence, to the Division Captain, within seven business days after receipt of the Village’s answer at Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Bureau Commander or, in his absence, the Division Captain, shall provide a

written answer to the grievant within seven business days after the grievance is appealed to Step 2.

STEP 3: If the grievance is not settled at Step 2 and the employee wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted in writing to the Police Chief within seven business days after receipt of the Village's answer at Step 2. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Police Chief, or his designee, shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within seven business days with the grievant and an authorized representative of the Chapter at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Police Chief, or his designee, shall provide a written answer to the grievant and the Chapter within seven business days following their meeting.

STEP 4: If the grievance is not settled at Step 3 and the Chapter desires to appeal, it shall be referred by the Chapter in writing to the Village Manager within seven business days after receipt of the Village's answer at Step 3. Thereafter, the Village Manager or his designee and other appropriate individual(s) as desired by the Village Manager, shall meet with the grievant and a Chapter representative within ten business days of receipt of the Chapter's appeal, if at all possible. If no agreement is reached, the Village Manager or designee shall submit a written answer to the grievant and Chapter within ten business days following the meeting.

Section 3 Arbitration. If the grievance is not settled in Step 4 and the Chapter wishes to appeal the grievance from Step 4 of the grievance procedure, the Chapter may refer the grievance

to arbitration, as described below, within 21 calendar days of receipt of the Village's written answer as provided to the Chapter at Step 4:

- (a) In the absence of agreement on a neutral arbitrator, the parties shall file a joint request with the Federal Mediation & Conciliation Service ("FMCS") for a panel of seven arbitrators from which the parties shall select a neutral arbitrator. The parties agree to request the FMCS to limit the panel to members of the National Academy of Arbitrators. Both the Village and the Chapter shall each have the right to reject one panel in its entirety within seven calendar days of its receipt and request that a new panel be submitted. The parties agree to engage in a ranking process for purposes of determining which of the seven arbitrators on the panel shall serve as the neutral arbitrator, provided that each party may strike or cross out not more than two of the arbitrators on the panel before ranking the remaining arbitrators on the panel. Within fourteen calendar days from the date the panel list is received from the FMCS the parties shall simultaneously exchange their panel lists with the arbitrators ranked numerically in the order of preference (1 for first choice, 2 for the second choice, etc.). The arbitrator whose name is on both lists and who has the lowest combined number shall be invited to serve as the arbitrator. If two or more arbitrators have the same combined number, the parties shall alternatively strike until only one name remains, with the determination of who strikes first decided by a coin toss. In the event that the arbitrator declines or is unable to serve, the parties shall invite the next arbitrator in designated order of mutual preference to so serve. In the event that he declines or is unable to serve, the parties agree to jointly request a new panel of seven arbitrators from the FMCS and commence the selection process anew.
- (b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Chapter and Village representatives.
- (c) The Village and the Chapter shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Chapter retain the right to employ legal counsel.

- (d) The arbitrator shall submit his/her decision in writing within 30 calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (e) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.
- (f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and the Chapter; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 4 Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the Second Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section 4 shall be final and binding upon the Village, the Chapter and the employees covered by this Agreement.

Section 5 Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted at Step 1 within seven business days after the first occurrence of the event giving rise to the grievance or within seven business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.

If a grievance is not presented by the employee within the time limits set forth above, it shall be considered “waived” and may not be pursued further. If a grievance is not appealed to

the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

For purposes of this Agreement, a "business day" shall mean Monday through Friday, exclusive of holidays when the Village Hall is closed.

Section 6 Miscellaneous. No member of the bargaining unit who is serving in acting capacity shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Village unless and until the Village has agreed thereto in writing.

The parties may, by mutual agreement, skip steps of the grievance procedure in order to fast track a particular grievance.

The Village and the Chapter may, by mutual written agreement in a specific case, agree to an expedited arbitration process.

ARTICLE VI

NO STRIKE-NO LOCKOUT

Section 1 No Strike. Neither the Chapter nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sitdown, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass absenteeism, or any other intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. Each employee who holds the position of officer or steward of the Chapter 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 Chapter agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 2 No Lockout. The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Chapter.

Section 3 Penalty. The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 1 is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 4 Judicial Restraint. Nothing contained herein shall preclude the Village or the Chapter from obtaining judicial restraint and damages in the event the other party violates this Article.

Section 5 Obligations of Chapter. In the event of a violation of Section 1 of this Article, the Chapter agrees to inform its members of their obligations under this Agreement and to direct them to return to work. Provided the Chapter complies with this Section 5 hereof, the Village agrees that the Chapter shall not be liable for any actions in violation of this Article by individual employees or any liability that might arise therefrom.

ARTICLE VII

SENIORITY, LAYOFF AND RECALL

Section 1 Definition of Seniority. Seniority shall be based on the length of time from the last date of beginning continuous full-time employment as a sworn peace officer in the Police Department of the Village. Conflicts of seniority shall be determined on the basis of the order of the officers on the Fire and Police Commission hiring list, with the officer higher on the list being the more senior.

Section 2 Probationary Period. All new employees hired after the effective date of this Agreement and those hired after loss of seniority shall be considered probationary employees until they complete a probationary period of 18 months, unless extended because of an employee's extended absence from work during the employee's first 18 months of employment. Provided, however, that if the Village hires a Certified Entry Candidate, as defined by the Village Board of Fire and Police Commissioners Rules, such candidate shall serve a probationary period of 12 months, unless extended because of an employee's extended absence from work during the employee's first 12 months of employment. During an employee's probationary period the employee may be suspended, laid off, or terminated at the sole discretion of the Village. No grievance shall be presented or entertained in connection with the suspension, layoff, or termination of a probationary employee.

There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his last date of hire with the Village in a position covered by this Agreement.

Section 3 Seniority List. On or before January 1 each year, the Village will provide the Chapter with a seniority list setting forth each employee's seniority date. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Village in writing within 14 calendar days after the Chapter's receipt of the list.

Section 4 Layoff. The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their length of service as provided in Illinois Statute, 65 ILCS 5/10-2.1-18, as amended.

Except in an emergency, no layoff will occur without at least 14 calendar days' notification to the Chapter. The Village agrees to consult the Chapter, upon request, and afford

the Chapter an opportunity to propose alternatives to the layoff, though such consultation shall not be used to delay the layoff.

The Village will not subcontract work normally performed by employees covered by this Agreement during the time any such employees are on layoff and eligible for recall in accordance with the provisions of this Article.

Section 5 Recall. Employees who are laid off shall be placed on a recall list for a period of three years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training.

Employees who are eligible for recall shall be given 14 calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Chapter, provided that the employee must notify the Police Chief or his designee of his intention to return to work within three business days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Police Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice his name shall be removed from the recall list.

Section 6 Termination of Seniority. Subject to any appeal right an employee may have under Article XV (Disciplinary Appeals), seniority and the employment relationship shall be terminated for all purposes if the employee:

- (a) quits;
- (b) is discharged (for just cause for an employee who has successfully completed the probationary period);
- (c) retires (or is retired should the Village adopt and implement a legal mandatory retirement age);
- (d) falsifies the reason for a leave of absence or is found to be working during a leave of absence (other than a continuation of employment that the employee had prior

to going on an approved leave of absence or employment which has been approved in advance by the Police Chief);

- (e) fails to report to work at the conclusion of an authorized leave of absence or vacation unless there are extraordinary circumstances beyond the employee's control that prevent notification;
- (f) is laid off and fails to notify the Police Chief or his designee of his intention to return to work within three business days after receiving notice of recall or fails to return to work within two working days after the established date for the employee's return to work;
- (g) is laid off for a period in excess of three years;
- (h) does not perform work for the Village for a period in excess of 12 months; provided, however, this provision shall not be applicable to absences due to military service, established work related injury compensable under workers' compensation, disability pension, or a layoff where the employee has recall rights; or
- (i) is absent for two consecutive working days without notifying the Village unless there are extraordinary circumstances beyond the employee's control that prevent notification.

Section 7 Seniority Adjustments. Seniority shall be interrupted in the event an employee is placed on a disability pension exceeding 30 calendar days, granted an unpaid leave of absence exceeding 30 calendar days, or is laid off. When an employee returns from a disability pension exceeding 30 calendar days, unpaid leave of absence exceeding 30 calendar days, or a layoff, his seniority shall be his length of service up to the date of layoff, disability or beginning of the unpaid leave of absence. Seniority shall not be interrupted, and shall continue to accrue, during periods of time when an employee is receiving workers compensation or disability pension benefits for a work related injury.

ARTICLE VIII

HOURS OF WORK AND OVERTIME

Section 1 Application of Article. This Article is intended only as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day, per week, or per work cycle.

Section 2 Normal Workday. The normal workday shall consist of eight hours (including a one-half hour paid lunch period).

Section 3 Normal Work Period. The normal work period shall consist of eighty hours on fourteen consecutive days commencing 0001 hours Sunday (2300 hours Saturday for employees assigned to the early car).

Section 4 Normal Work Cycle. The normal work cycle shall be 28 days.

Section 5 Changes in Normal Workday or Normal Work Cycle. Should it be necessary in the Village'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 Village will give, if practicable, at least one week's advance notice of such change to all employees affected by such change. Notwithstanding the foregoing, it is recognized that the normal work day of an employee assigned as a Motorcycle Officer or to a position outside the Patrol Bureau necessarily varies depending on the needs of the Department and that from time to time it will be necessary to make changes in the employee's normal work day with very little advance notice. The Village will not alter or adjust the normal workday or work cycle solely for the purpose of avoiding overtime payments in the Patrol Bureau.

Section 6 Annual Shift Bidding Procedure. The Village is willing to continue the annual assignment of a limited number of qualified officers to permanent shifts, subject to the following:

1. Between January 1 and January 31 of each year, all non-probationary officers may submit a written bid for a permanent shift position commencing on the first shift change date in the ensuing month of April and extending through the first shift change in April of the following calendar year. (E.g., in January 1997, such employees would submit bids for permanent shifts commencing with the first shift change in April, 1997, through the first shift change in April, 1998.) The

written bids will be submitted to the immediate non-bargaining unit supervisor, and each may list a second and third choice, should the officer desire.

2. The selection of the permanent assignments per shift will be based upon both seniority and a satisfactory annual performance evaluation, i.e., an employee who has not received a satisfactory annual performance evaluation shall be ineligible to participate in the shift bidding.
3. Each of the three shifts shall contain a minimum of six permanent assignments, staffed by volunteers. All volunteers who are assigned to permanent shifts shall be required to complete the full year — exceptions may be granted for extenuating circumstances, subject to approval by the Chief of Police. The Chief of Police may expand the permanent shift strength for individual shifts and for various lengths of time throughout the year.
4. For purposes of this Section, the first shift shall be considered the shift in which a majority of the hours fall between 11 p.m. and 8 a.m.; second shift shall be considered the shift in which a majority of hours fall between the hours of 7 a.m. and 4 p.m.; and the third shift shall be considered the shift in which a majority of hours fall between the hours of 3 p.m. and 12 a.m.
5. The method of replacement for vacant volunteer positions will be determined exclusively by the Chief of Police. In making such determinations, the Chief will give appropriate consideration to the employees who bid on the vacant shift during the most recent annual shift bidding.
6. The permanent shift bidding program will continue in accordance with the criteria set forth above as long as there exists the minimum number of voluntary applicants as set for each of the three shifts or the Chief of Police decides to continue it, even if the minimums on all or any of the shifts have not been met.
7. Officers returning to the line from specialty assignments, *e.g.*, investigations, crime prevention, administration, etc., will be assigned to a permanent shift position, as determined by the Chief of Police or his designee, until the next

annual shift bid. Such officers will not bump another officer off of a shift previously bid.

8. Notwithstanding the foregoing, the Police Chief shall have the right to transfer employees who have been permanently assigned to a shift under this Section in order to meet the operational needs of the Department at any time.

Section 7 Overtime Pay. Employees shall be paid one and one-half times their regular hourly rate of pay for all hours worked in excess of eight hours in a workday or in excess of 80 hours in a normal two week work period. An employee's use of approved paid time off in the form of sick leave, vacation, holiday and compensatory time will be considered hours worked for purposes of overtime eligibility.

Section 8 Court Time. For any day employees are required to make a court appearance(s) outside their normal hours of work (i.e., hours not contiguous to their normal shift or on a day not regularly scheduled), such employees shall be paid time and one-half their regular straight-time hourly rate of pay for all hours they are required to be in court outside their normal shift, with a minimum of two and one-half hours pay. Travel time shall not be counted in computing the number of hours worked.

Section 9 Call-in Pay. Employees who are called back to work outside their normal hours of work (i.e., hours not contiguous to their normal shift or on a day not regularly scheduled) shall be paid one and one-half times their straight-time hourly rate of pay for all such hours worked outside their normal shift, with a minimum of two hours' pay, unless the individual is called back to rectify an error which needs to be corrected prior to the employee's next scheduled work day, in which case the two hour minimum shall be inapplicable.

Section 10 Compensatory Time. At the option of the employee and in lieu of pay for overtime, call-in, or court time, such time may be accumulated and used as compensatory time. Compensatory time shall accrue at the rate of one and one-half hours of compensatory time for each hour of overtime, call-in, or court time and may accumulate up to a maximum of 96 comp time hours. Use of accumulated comp time shall be scheduled at the request of the employee with the approval of the Police Chief or his designee.

Section 11 Duty Trades.

Same Shift/Bureau. Employees on the same shift within the same bureau may request duty trades, as provided herein. Any two employees on the same shift in the same bureau may request unlimited duty trades with each other. An employee may only request one trade of one set of his own regularly scheduled days off (RDO's) per 28 day cycle, which such days shall be consecutive.

Same Bureau/Different Shift. An employee may submit a duty trade request with another employee outside the employee's shift, but within the same bureau, once each 28 day work cycle under this Section. If such a trade involves multiple days, such days need not be consecutive.

Application and Approval Process. An employee shall initiate any duty trade request by submitting the request in writing to his/her Shift Supervisor not less than seven calendar days prior to the date of the trade, provided that a Supervisor may consider a request with less notice in a specific instance. Shift Supervisors shall make every effort to respond to a duty trade request as soon as practicable. All duty trade requests shall be subject to the approval/disapproval of the Shift Supervisor, provided that requests for duty trades shall not be arbitrarily and unreasonably denied. No such duty trade will create any premium pay obligations on the part of the Village. No duty trade shall be permitted if the Village determines that it would unreasonably diminish the availability of employees with specific assignments or certifications in a specific instance.

Completion. Any duty trade shall be completed within 28 days of the initial trade.

Section 12 Alternative Work Schedule for Patrol Bureau. The following alternative work schedule will apply to officers assigned to the Patrol Bureau, subject to the following conditions:

- a Officers will normally be assigned to work 6 days on followed by 3 days off.
- b The normal work day will be 8 hours and 30 minutes. (This will normally allow a 15 minute roll call and beat assignment relief.)
- c Patrol officers will normally be assigned permanent shifts on an annual basis. To the extent practicable, the shift bidding procedure will generally follow existing guidelines for shift bidding, as set forth in Article VIII, Section 6.

- d Vacation bidding will take place in accordance with the provisions of Article X, Section 4.
- e So long as the alternative work schedule is maintained, an officer may not trade his/her own days off, except an officer may request one trade of one set of his own regularly scheduled days off (RDO's) per calendar quarter, which such days shall be consecutive. If an officer believes any such trade request was inappropriately denied, he may immediately appeal such decision to the Shift Commander who shall make the final decision. Duty trades between two different officers will be permitted, as set forth in Article VIII, Section 11.
- f Two officers will be permitted on leave (vacation, holiday, comp time) per shift per day, provided that the Village may, in its sole discretion, permit more than two officers to be off from time to time.
- g The work cycle for purposes of 7(k) of the FLSA shall be considered 28 days, with overtime being paid only for hours worked in excess of 8 hours 30 minutes per day or in excess of 162 hours in a 28 day cycle. (Article VIII, Sections 3 & 7 (Normal Work Period, Overtime Pay), shall be inapplicable to patrol officers covered by this Section.)
- h All leave "days" equate to 8 hours per day, and shall continue to accrue at that rate, i.e., the alternative work schedule shall not increase paid leave time, including vacations. An employee using a full leave day while assigned to the alternative work schedule shall have 8 hours and 30 minutes deducted from his/her accrued leave.
- i Should there be any conflict between the provisions of this Section and the remaining provisions of the 2011-2014 Collective Bargaining Agreement, the provisions of this Section shall govern, so long as the alternative work schedule is maintained.

Section 13 No Pyramiding. Compensation shall not be paid or compensatory time taken more than once for the same hours under any provision of this Article or Agreement.

Section 14 Canine Officer. In the event the Village, in the exercise of its sole discretion, elects to establish or maintain a canine program, the parties agree that to be eligible for assignment by the Police Chief to the position of Canine Officer, an employee shall sign the Canine Officer Agreement, attached hereto as Appendix B, and incorporated herein by reference. Nothing herein shall obligate the Village to create or maintain such a program.

Section 15 Probationary Employee Eligibility. Probationary employees hired after the date this Agreement is executed will not normally be assigned to perform the following jobs on a regular basis, provided a sufficient number of non-probationary employees are available:

Crime Prevention Officer

Criminal/Juvenile Investigator

DEA Task Force

FTO

High School Police Counselor

MCAT Officer

NIPAS Officer

School Resource Officer

Too Good for Drugs Instructor

Traffic Enforcement Officer

Canine Officer

Section 16 On-Call Compensation. This provision only applies to eligible bargaining unit employees assigned on a full-time basis to the position of Investigator in the Criminal Investigation Bureau. Effective May 1, 2011, one such bargaining unit employee assigned as an Investigator to have Adult on-call case responsibility, and one such bargaining unit employee assigned as an investigator to have Juvenile on-call case responsibility, shall receive one half hour of compensatory time for each day in such

status, provided, however, that the maximum number of compensatory hours an employee may earn under this Section shall be a total of four hours per month, regardless of the number of days the employee is assigned to be in an on-call status in a given month.

Section 17 Daylight Savings Time Those officers scheduled to work their regular shift during hours when the annual “Spring forward” daylight savings time adjustment occurs may either elect to come in one hour early or utilize one hour of benefit time, *i.e.*, vacation, compensatory time or holiday time, in order to avoid any reduction in regular pay on such occasion.

ARTICLE IX
LEAVES OF ABSENCE

Section 1 Sick Leave. An employee shall be granted one day of sick leave for each full calendar month that an employee is on the active payroll, provided that sick leave credit for any employee shall not exceed 240 sick leave days at any one time. Sick leave shall be allowed only in cases when the employee is actually sick or disabled, there is illness in the employee's immediate family, or, with the approval of the Police Chief or his designee, to attend appointment with a doctor or dentist.

In the event an employee is unable to work due to illness, he must inform the on duty supervisor at least one and one-half hours prior to the start of the scheduled work day in accordance with any rules and regulations that may be in effect governing such notification.

It is specifically agreed that the Village retains the right to audit, monitor, and/or investigate sick leave usage and, if an employee is suspected of abuse, to take corrective action, including, but not limited to, such actions as discussing the matter with the employee, requiring that the employee seek medical consultation and/or instituting disciplinary action, up to and including dismissal.

For retirements occurring on or after May 1, 2008, an employee who receives a pension pursuant to the Police Officers' Pension Fund will receive one month's continued coverage under the Village's Comprehensive Medical Program (Article XII, Section 1) for each eight days of unused sick leave that the employee has at time of retirement, provided that effective May 1, 2013 this shall change to one month's continued coverage for each six days of unused sick leave that the employee has at time of retirement.

Section 2 Funeral Leave. In the event of a death in the employee's immediate family, the employee may be granted leave without loss of pay for up to three consecutive working days and, by permission of the Village Manager, two additional days. Immediate family shall be defined as an employee's mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, grandparent, grandparent-in-law, grandchild, stepparent, stepchild, son-in-law, daughter-in-law, brother-in-law, and sister-in-law.

Section 3 Jury Leave. An employee who is required to report for jury duty shall be excused from work without loss of pay for the period of time which he is required to report or

serve. Any compensation which the employee receives for jury duty or jury service shall not be subtracted from the employee's regular wages.

Section 4 Military Leave. Military leave shall be in accordance with applicable State and Federal law.

Section 5 Non-Employment Elsewhere. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Any employee who engages in employment elsewhere (including self-employment) while on any leave of absence as provided above may be immediately terminated by the Village, provided that this provision shall not be applicable to a continuation of employment (including self-employment) that the employee had prior to going on an approved leave of absence as long as there is no significant expansion of such employment.

ARTICLE X

VACATIONS

Section 1 Eligibility. Vacation allowance shall be accrued on the following schedule:

- a) Upon hire - earn .833 day per month (10 work days per year)
- b) After 6 years of service - earn 1.25 days per month (15 work days per year)
- c) After 14 years of service - earn 1.667 days per month (20 work days per year)
- d) After 19 years of service - earn 1.834 days per month (22 work days per year)
- e) After 22 years of service - earn 1.917 days per month (23 work days per year)
- f) After 23 years of service - earn 2 days per month (24 work days per year)
- g) After 24 years of service - earn 2.082 days per month (25 work days per year)

Section 2 Vacation Eligibility. In order to be eligible to accrue paid vacation in accordance with the above schedule, an employee must be paid for at least 150 hours during the preceding month of employment. Vacation time earned in the first year of service shall be taken during the second year of service.

Section 3 Vacation Pay. Vacation pay shall be paid at the rate of the employee's regular straight-time hourly rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation.

Section 4 Vacation Scheduling. Vacations shall be scheduled insofar as practicable at times desired by each employee, with the determination of preference with each work unit being made on the basis of an employee's length of continuous service with the Department, provided an employee has submitted his/her vacation request for the upcoming "Vacation Year" between February 15 and March 15. For the purpose of submitting vacation requests only, the "Vacation Year" shall be from April 1 through the following March 31. An employee's vacation requests for the upcoming Vacation Year should be submitted between February 15 and March 15. During the fifteen day period immediately preceding the start of a new Vacation Year, the Village will attempt to resolve conflicts among vacation requests submitted between February 15 and March 15 for such vacation year on the basis of employee seniority. Employees will normally be notified of the status of such vacation requests by April 1 of the new Vacation Year. Vacation requests during the bidding process only (between February 15 and March 15) must be bid in minimum blocks of three consecutive work days.

Vacation requests which are received on or after March 15 will be considered in the order in which received, regardless of length of service with the Department, and employees will be notified of the status of such requests as soon as possible. The annual protocol for submission of non-bid leave requests in the Patrol Bureau shall be specified by the Police Chief or his designee in accordance with the memorandum template attached hereto as Appendix C. Scheduled vacations will not be arbitrarily and unreasonably canceled by the Village.

Notwithstanding the foregoing, it is expressly understood that the final right to designate vacation periods and the maximum number of employee(s) who may be on vacation at any time is exclusively reserved by the Police Chief in order to insure the orderly performance of the services provided by the Village.

Section 5 Limitation on Accumulation of Earned Time Off for Vacation, and Holidays. Earned vacation days and holidays shall normally be taken within one year after they are earned. A maximum of 30 days (240 hours) may be carried over to the next twelve month period (*i.e.*, December 1 through the following November 30). The determination of the maximum of 30 days (240 hours) shall be made as of December 31 based on the leave accrued memorandum for the period ending November 30 and issued to employees during December, less any such time taken during the month of December. If the number of accumulated hours based on said memorandum less any such time taken during the month of December is in excess of 240 hours, it shall be forfeited and not carried over to the next twelve month period year unless specifically authorized in writing on or before December 31 by the Village Manager.

ARTICLE XI

HOLIDAYS

Section 1 Employees Assigned to the Operations Division. In lieu of holidays, all employees assigned to the Operations Division shall receive 12 days off per calendar year, said days to be scheduled with the approval of the Police Chief or his designee. In order to be eligible to receive pay for any of the 12 scheduled days off the employee must work his full scheduled day before and after the scheduled day off unless proof of sickness or excusable absence is established to the satisfaction of the Police Chief. An employee who is employed for less than a full calendar year shall receive holidays on a pro rata basis based on the number of holidays observed by the Village during the portion of the year that the employee is employed. If an employee who leaves the Village's employ prior to the end of the calendar year has taken more holidays than he is entitled to on a pro rata basis, an adjustment shall be made in his final paycheck.

Section 2 Holiday Pay. Effective May 1, 2011 and thereafter, an employee who is actually present and works his or her entire scheduled shift on Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and/or New Year's Day shall be paid double time for all hours worked on such holiday.

In order to be eligible for the additional half-time holiday pay described above, all or a majority of the officer's work hours must fall on the date of the holiday, and the employee must work his or her full scheduled day before and after the holiday, unless proof of sickness or excusable absence is established to the reasonable satisfaction of the Police Chief or his designee. (*E.g.*, an officer who begins a shift at 10:30 pm on Wednesday evening before Thanksgiving Day will be eligible for such holiday pay, but an officer who begins working at 10:30 p.m. on Thanksgiving will not be eligible for holiday pay under this paragraph.)

Section 3 Employees Assigned to the Administrative Division. Employees who are assigned to the Administrative Division shall be eligible to receive ten designated holidays and two floating holidays per calendar year. The ten designated holidays and the days on which they will be observed will be designated annually by the Village Manager.

In order to be eligible for holiday pay, an employee must work or be paid as if worked in the week in which the holiday falls and must work his/her full scheduled working day immediately preceding and immediately following the holiday, unless proof of sickness or

excusable absence is established to the reasonable satisfaction of the Police Chief or his designee.

ARTICLE XII

SALARIES AND OTHER COMPENSATION

Section 1 Salaries. Effective May 1, 2011, employees covered by this Agreement shall be paid on the basis of the following:

<u>Step</u>	<u>Annual</u>
1	\$54,375
2	\$62,889
3	\$66,016
4	\$69,298
5	\$72,745
6	\$76,414
7	\$80,167
8	\$84,158

Effective May 1, 2012, employees covered by this Agreement shall be paid on the basis of the following:

<u>Step</u>	<u>Annual</u>
1	\$55,463
2	\$64,147
3	\$67,336
4	\$70,684
5	\$74,200
6	\$77,942
7	\$81,770
8	\$85,841

Effective November 1, 2012, employees covered by this Agreement shall be paid on the basis of the following:

<u>Step</u>	<u>Annual</u>
1	\$56,017
2	\$64,788
3	\$68,010
4	\$71,391
5	\$74,942
6	\$78,722
7	\$82,588
8	\$86,700

Effective May 1, 2013, employees covered by this Agreement shall be paid on the basis of the following:

<u>Step</u>	<u>Annual</u>
1	\$57,137
2	\$66,084
3	\$69,370
4	\$72,819
5	\$76,441
6	\$80,296
7	\$84,240
8	\$88,434

Effective November 1, 2013, employees covered by this Agreement shall be paid on the basis of the following:

<u>Step</u>	<u>Annual</u>
1	\$57,709
2	\$66,745
3	\$70,064
4	\$73,547
5	\$77,205
6	\$81,099
7	\$85,082
8	\$89,318

Section 2 Step Increments. Advancement from the Step 1 to Step 2, from Step 2 to Step 3, from Step 3 to Step 4, from Step 4 to Step 5, and from Step 5 to Step 6 shall be at six month intervals; advancement from Step 6 or higher to the next higher step shall be at yearly intervals. To be eligible for step advancement beyond Step 2 the employee must meet departmental standards during the prior evaluation period.

If the Village hires a law enforcement officer with prior experience in Illinois, it may start such individual at Step 1 through 4, depending upon the Village's consideration of the individual's prior law enforcement experience. Thereafter, step advancement shall be as set forth in the prior paragraph of this Section. In addition, the length of the probationary period shall be unaffected by step placement. Likewise, seniority shall be based upon date of hire as a police officer with the Village, regardless of prior experience or step placement.

Section 3 Longevity Pay. Employees on the active payroll with continuous unbroken service with the Village in a position covered by this Agreement shall receive annual longevity pay in accordance with the following schedule:

Years

5 years but less than 10	\$ 900	\$ 900	\$ 900
10 years but less than 15	1,000	1,000	1,000
15 years but less than 20	1,100	1,100	1,100
20 years or more	1,600	1,600	1,600

Longevity will be paid in November of each year. Employees will receive their full longevity amount based upon the number of years completed as of October 31 of the current year. Appropriate federal and state taxes will be withheld from the longevity check.

Section 4 Disability Benefits. Disability benefits will be paid in accordance with applicable State law. Notwithstanding any other provision in this Agreement, no sick leave, vacation or holidays will be accrued or earned while on disability leave for any period of time which extends beyond 12 months.

ARTICLE XIII

INSURANCE

Section 1 Comprehensive Medical Program. A comprehensive medical program (including one or more HMO alternative(s) selected by the Village) will be provided during the term of this Agreement. Effective May 1, 2008, employees shall be covered by the same medical program as other full-time, non-represented Village employees. Thereafter, the Village reserves the right to change insurance carriers, HMO's, benefit levels, or to self-insure as it deems appropriate, as long as the new basic coverage and basic benefits are substantially similar.

During the term of this Agreement, employees may elect appropriate coverage in one of the health plans offered by the Village during the enrollment period established by the Village.

An employee who elects single coverage, i.e. employee coverage only, under the Village's comprehensive medical program or an HMO shall pay ten percent of the monthly premium for employee coverage under the Village's comprehensive medical program through semi-monthly payroll deductions. An employee who elects family coverage, i.e. coverage for the employee and his/her eligible dependents, under the Village's comprehensive medical program or an HMO shall pay ten percent of the monthly premium for family coverage under the Village's comprehensive medical program through semi-monthly payroll deductions.

The amount of an employee's applicable monthly medical insurance premium contribution during the term of this Agreement shall not exceed the amount of the applicable monthly insurance premium required of other regular full-time non-represented Village employees generally.

A dental plan shall be offered during the term of this Agreement, with the Village paying the entire cost for single coverage. The employee shall have the option of obtaining dependent or family coverage by paying the applicable monthly premium through payroll deduction. The Village shall have the right to change dental plans, including dental plan providers, during the term of this Agreement so long as the dental plan offered to employees in the bargaining unit is the same as the plan available to other regular full-time non-represented Village employees generally.

Section 2 Cost Containment. The Village reserves the right to maintain or institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially the same. Such changes may include, but are not limited to,

mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, bounty clause, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 3 Terms of Policies to Govern. The extent of coverage under the insurance policies referred to in Section 1 of this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement; provided, however any employee who has a question concerning coverage may present it to the Village's Personnel Director and the Personnel Director, in turn, shall make appropriate inquiry and advise the employee of the status of the matter.

Section 4 Right to Maintain Coverage While on Unpaid Leave or on Layoff. An employee who is on an approved unpaid leave of absence 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 Life Insurance. The Village will provide during the term of this Agreement, at no cost to the employee, term life insurance in the amount of the employee's annual salary, up to a maximum of \$50,000. Coverage will be computed at the next higher even thousand dollars unless the employee's salary is an even thousand amount, subject to the \$50,000 cap. The Village retains the right to change insurance carriers or to self-insure this benefit so long as the amount of the coverage is maintained.

Section 6 Section 125 Plan. The Section 125 Plan which permits employees to tax shelter the amounts that they contribute toward the premium cost of the foregoing health and dental insurance shall be continued during the term of this Agreement.

Section 7 Retiree Insurance. This Section shall only be applicable to bargaining unit employees who voluntarily retire during the term of this collective bargaining agreement and receive a pension pursuant to the Policemen's Pension Fund, 40 ILCS 5/3-101 et seq. Such employees who, upon retirement, elect to maintain coverage for themselves and their eligible spouse but require no coverage for dependent children, will be allowed to take and pay for two full single insurance premiums under the Village's comprehensive medical program referred to in Section 1 of this Article until the retired employee reaches age 65 or terminates coverage, whichever comes first. The Village shall have no obligation to make premium contributions for

retired employees covered by this Section, except as otherwise provided in Article IX, Section 1 (Sick Leave).

ARTICLE XIV

MANAGEMENT RIGHTS

Except as specifically modified by other articles of this Agreement, the Chapter recognizes the exclusive right of the Village to make and implement decisions with respect to the operation and management of its operations in all respects. Such rights include but are not limited to the following: to plan, direct, control and determine all the operations and services of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which operations are conducted; to determine whether goods or services are made or purchased; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; and to carry out the mission of the Village; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE XV

DISCIPLINARY APPEALS

Section 1 Written Warnings, Written Reprimands and Suspensions Up to 30 Days. The Chief of Police (or the Chief's designee) may issue, written warnings, written reprimands or suspend non-probationary employees for up to 30 days. Non-probationary employees will not be disciplined without just cause. Punitive disciplinary measures towards non-probationary employees will be administered in progressive steps when the misconduct exhibited is similar in nature. However, nothing in this Agreement shall preclude the use of a more stringent level of discipline if the severity of the offense warrants. The sole recourse for appealing such disciplinary action shall be for the employee who is the subject of the disciplinary action to file a grievance under Article V. It is expressly agreed that the employee shall have no right to appeal any disciplinary action to the Village Board of Fire and Police Commissioners. Written warnings and reprimands shall not be subject to the grievance procedure, or to appeal to the Village Board of Fire and Police Commissioners. In accordance with Article V, no grievance may be referred to arbitration without the express written approval of the Chapter.

Section 2 Dismissal. Should the Chief of Police (or the Chief's designee) seek the dismissal of a non-probationary employee, the Police Chief or the Chief's designee shall serve written notice of the charges and proposed dismissal upon the employee involved and file a complaint with the Village Board of Fire and Police Commissioners. Unless the employee makes a timely and irrevocable election to refer the proposed discipline to arbitration, as described herein, the employee's appeal shall be governed by the rules and regulations of the Village Board of Fire and Police Commissioners.

- A) If the employee elects to file a grievance as to the proposed disciplinary action, the grievance shall be processed in accordance with Article V of this Agreement, except that it shall be filed at Step 4 of the procedure. Once the employee notifies the Village of his decision to have the appeal heard through the grievance and arbitration procedure, the decision of the Police Chief or the Chief's designee with respect to the disciplinary action shall be deemed final, subject only to the review of said decision through the grievance and arbitration procedure. In accordance with Article V, no grievance filed under this section may be referred to arbitration without

the express written approval of the Chapter. If the arbitrator determines that the disciplinary action is not supported by just cause the arbitrator shall have the authority to rescind or to modify the action and order that the employee be made whole for any losses incurred as a result of disciplinary action, or portion thereof, that is not sustained by the arbitrator. Once the employee notifies the Village of his decision to have the appeal heard through the grievance and arbitration procedure, the decision of the Police Chief or the Chief's designee with respect to the disciplinary action shall be deemed final, subject only to the review of said decision through the grievance and arbitration procedure. If the arbitrator determines that the disciplinary action is not supported by just cause the arbitrator shall have the authority to rescind or to modify the action and order that the employee be made whole for any losses incurred as a result of disciplinary action, or portion thereof, that is not sustained by the arbitrator.

- B) Irrevocable Election of Appeal Procedure. Should an employee choose to appeal to arbitration, the employee shall notify the Village of his election in writing within ten calendar days of receiving the Police Chief's written notice of dismissal. It is agreed that the employee's option to appeal either to the Board of Fire and Police Commissioners or through the grievance and arbitration procedure is mutually exclusive and that no relief shall be available under the grievance and arbitration procedure with respect to any matter which, at the employee's option, is appealed to the Board of Fire and Police Commissioners, and that no relief shall be available under the Board of Fire and Police Commissioners' appeal process with respect to any matter which, at the employee's option is appealed to the grievance and arbitration procedure set forth in Article V of this Agreement. If the Board of Fire and Police Commissioners determines that there is or is not just cause for dismissal, it retains the disciplinary and remedial authority, whichever is applicable, set forth in its rules and regulations and 65 ILCS 10-2.1-17.

Section 3 Finality of Decision and Judicial Review. The decision of an arbitrator or the Board of Fire and Police Commissioners, whichever is applicable, with respect to any such disciplinary action shall be final and binding on the employee, the Chapter, and the Village, subject only to an appeal in accordance with the provisions of Illinois law applicable to the option elected, i.e.:

- A) Board of Fire and Police Commissioners option: Any appeal of a Board of Fire and Police Commissioners decision shall be in accordance with the provisions of the Administrative Review Act as provided by the Board of Fire and Police Commissioners Act, 65 ILCS Section 1--2.1-17.
- B) Arbitration option: Any appeal of an arbitrator's award shall be in accordance with the provisions of the Uniform Arbitration Act as provided by Section 8 of the IPLRA.

Pursuant to Article VII, Section 6, of the Illinois Constitution of 1970 and Section 15 of the IPLRA, the foregoing provisions with respect to discipline and the appeal and review of discipline shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be applicable under either 65 ILCS § 10-2.1-17, or the Rules and Regulations of the Village Board of Fire and Police Commissioners.

ARTICLE XVI

MISCELLANEOUS

Section 1 Gender of Words. The masculine gender as used herein shall be deemed to include the feminine gender, unless the feminine gender is clearly inappropriate in the context of the provisions(s) concerned.

Section 2 Medical Examinations. All employees are required to undergo a medical examination every two years after reaching age 21 on odd year birth dates. Stress tests and/or a heart scan will also be administered to all such employees 35 years of age or older and those under that age where the medical examination indicates the need for a stress test and/or heart scan. In addition to the above, if there is any question concerning an employee's fitness for duty or fitness to return to duty following a layoff or leave of absence, the Village may require that the employee have a medical examination and/or psychological examination by a qualified and licensed physician and/or psychologist selected by the Village. All such examinations/tests shall be at the Village's expense.

If the Village determines that an employee is not fit for duty after receiving the results of any of the above examinations/tests, the Village may direct appropriate remedial action and/or place the employee on sick leave (or unpaid medical leave if the employee does not have any unused sick leave days). If an employee is involuntarily placed on sick leave/medical leave, the employee may utilize the grievance procedure set forth in the agreement to grieve whether the Village acted arbitrarily in taking such action.

Section 3 Application of Agreement to Task Force and Other Special Assignment Employees. Notwithstanding anything to the contrary in this Agreement, officers who are voluntarily assigned to a Multi-Jurisdictional Task Force ("Task Force") or to any other governmental or inter-governmental agency having an independent law enforcement authority or basis of jurisdiction, and officers assigned to perform law enforcement functions under the partial direction of another governmental entity shall be subject for the duration of such assignment to the practices, policies, procedures and directives which are generally applicable to officers assigned to that agency or which are applied pursuant to the authority of the other governmental entity, even though such practices, policies, procedures and directive may be inconsistent or in conflict with the provisions of this Agreement. The application of such practices, policies, procedures and directives shall not be subject to the grievance and arbitration

procedures of this Agreement. Without in any way limiting the generality of the foregoing, the practices, policies, procedures and directives of the Task Force applicable to hours of work and overtime shall be deemed to supersede inconsistent or contrary provisions of Article VIII (Hours of Work and Overtime) of this Agreement.

Section 4 Precedence of Agreement. If there is any conflict between the specific provisions of this Agreement and the specific provisions of any Village ordinance or the specific provisions contained in the Village's Personnel Policy and Procedure Manual which may be in effect from time to time, the specific terms of this Agreement, for its duration, shall take precedence.

Section 5 Employee Rights. Nothing in this Agreement shall be construed to preclude the applicability of the Peace Officer Bill of Rights as set forth in 50 ILCS 725/1 et seq. An alleged violation of the Peace Officers Bill of Rights relating to discipline that is appealed under the grievance procedure may be raised in such grievance, provided that if the discipline is appealed to the Board of Fire and Police Commissioners, then an alleged violation of the Bill of Rights shall not be subject to the grievance procedure.

At the Employee's specific request, a Chapter representative will be allowed to attend any investigatory interview which the employee reasonably believes may lead to discipline of the employee. The employee may not delay the interview by insisting on any particular Chapter representative. It is not the intent of the parties to convert such meeting into adversarial proceedings. The role of the Chapter representative is to assist the employee; the representative may also attempt to clarify the facts or suggest other individuals who may have knowledge of them. The provisions of this paragraph do not apply to meetings at which discipline is simply to be administered.

Section 6 Drug and Alcohol Testing. The Village may require applicants to submit to a urinalysis test and/or other appropriate test as part of a pre-employment medical examination and may also require employees to submit to a urinalysis test and/or other appropriate test as part of the biennial medical examination or if the Village determines there is reasonable suspicion that the employee has been using alcohol and/or drugs as defined in paragraph (c) hereof. Any such tests shall be at a time and place designated by the Village and shall be at the Village's expense. If an employee is directed to take such a test based on reasonable suspicion, the Village shall provide the employee, upon request, with a written statement of the basis for the Village's

reasonable suspicion within 48 hours of the request. There shall be no random testing. The term “other appropriate test” shall not include Breathalyzer tests conducted by the Village’s Police Department.

(a) The Village shall use only licensed clinical laboratories for such testing and shall be responsible for maintaining a proper chain of custody. The taking of urine samples shall not be witnessed unless there is reasonable suspicion to believe that the employee is tampering with the testing procedure. If the first test results in a positive finding, a confirmatory test (GC/MS or a scientifically accurate equivalent) shall be conducted. For alcohol, the test shall be deemed positive if it is .04 or above. An initial positive test result shall not be submitted to the Village unless the confirmatory test result is also positive as to the same sample. If the Village, contrary to the foregoing, receives the results of a positive first test which is not confirmed as provided above, such information shall be destroyed if received in writing. Upon request, the Village shall provide an employee with a copy of any test results which the Village receives with respect to such employee.

(b) A portion of the tested sample shall be retained by the laboratory so that the employee may arrange for another confirmatory test (GC/MS or a scientifically accurate equivalent) to be conducted by a licensed clinical laboratory of the employee’s choosing and at the employee’s expense. Once the portion of the tested sample is delivered to the clinical laboratory selected by the employee, the employee shall be responsible for maintaining the proper chain of custody for said portion of the tested sample.

(c) Use of proscribed drugs at any time while employed by the Village, abuse of prescribed drugs, as well as being under the influence of alcohol or the consumption of alcohol while on duty, shall be cause for discipline, including termination (subject to any appeal right an employee may have under Article XV). Issues relating to the drug and alcohol testing process (e.g., whether there is reasonable suspicion for ordering an employee to undertake a test, whether a proper chain of custody has been maintained, etc.), may be grieved beginning at Step 3 in accordance with the grievance and arbitration procedure set forth in this Agreement and the parties agree to expedite the processing of any such grievance.

(d) Voluntary requests for assistance with drug and/or alcohol problems (i.e., where no test has been given pursuant to the foregoing provisions) shall be held strictly confidential by the Employee Assistance Program and no one in the Police Department shall be informed of any

such request or any treatment that may be given unless the employee consents to the release of any such information, except that the Police Chief may be informed of the request for assistance when necessary to accommodate scheduling needs or when deemed necessary by the professional providing the assistance.

(e) Unless there are circumstances warranting discipline in the first instance of testing positive for alcohol, such employee shall be referred to the EAP with no discipline.

(f) The Village shall indemnify and hold harmless the Chapter, its officers and agents 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 by the Village under this section in connection with the drug or alcohol testing of employees.

Section 7 Quartermaster System. The existing quarter-master system shall be retained for the duration of this Agreement. Effective May 1, 2008, each uniformed employee shall be allotted \$500 per fiscal year, which said amount shall be increased to \$550 effective May 1, 2009, and to \$600 effective May 1, 2010. If an employee turns in a damaged/worn out vest or leather coat, it will be repaired or replaced by the Village at the Village's expense and the cost will not be charged against the employee's allotment. In order to receive reimbursement, the employee must submit vouchers evidencing purchase of uniforms.

During an employee's first year of employment, the Village shall provide the employee with a complete initial issue of uniforms (excluding weapon) at no expense to the employee. After completion of the first year of service an employee shall be eligible for the above uniform allotment (pro rata if less than a full fiscal year). Example: If an employee completes his first year of service on November 1, the employee shall have a uniform allotment based on 50% of the applicable allotment for the fiscal year in question.

Section 8 Annual Equipment Allowance. Each bargaining unit employee will receive a \$200 equipment allowance payment, payable during May of each new calendar year.

Section 9 Detective Clothing Allowance. Each employee assigned as a detective shall be paid a clothing allowance of \$1,000 per fiscal year (pro rata if assigned as a detective for less than a full fiscal year), one-half to be paid in May and the other half in November. In order to receive reimbursement, the employee must submit vouchers evidencing purchase of clothing.

Section 10 Access to Personnel File. Except for confidential material which, by law, an employer is not required to make available, an employee shall have the right, upon reasonable

request, to review the materials in his official personnel file, provided that no document shall be marked, altered or removed. If a request is made, the employee shall reimburse the Village for the reasonable cost of copying any such documents. Nothing herein shall require the Village to collate or compile any information.

Effective for events occurring after the date this Agreement is ratified by both parties, all personnel records shall be placed in an employee's personnel file within a reasonable time from the occurrence of the event to which the records relate, provided that this provision shall not be applicable to ongoing disciplinary, security or criminal investigations where a premature disclosure of the records would compromise the investigation, unless and until the employer takes adverse personnel action (excluding suspension with pay pending the completion of an investigation) based on information in such records.

Effective the day after this Agreement is ratified by both parties, if any document is placed in an employee's personnel file that is adverse to the employee, the employee shall be provided with a copy of said document. The employee shall have 20 days thereafter to submit a written rebuttal to any such document and if a timely written rebuttal is submitted it shall be attached to the document in question. With respect to documents adverse to the employee that were placed in an employee's personnel file prior to the date this Agreement is ratified by both parties, the employee shall have 30 days from the date this Agreement is ratified to request access to the file and 20 days after being provided access to such file to submit a written rebuttal.

An employee may request the removal of a written warning from their personnel file, and the Village shall grant such request, provided at least three years have elapsed from the date of such discipline, and the employee has not subsequently engaged in the same or similar misconduct. Suspensions, written reprimands and discipline relating to harassment or discrimination shall not be removed from an employee's personnel file, however.

Section 11 Deferred Compensation. The employees covered by this Agreement shall be eligible to participate in any deferred compensation program that the Village may establish on the same terms and conditions that are applicable to Village employees generally.

Section 12 Credit for Village Service in Non-Bargaining Unit Positions. If a Village employee is employed by the Village full time in a non-bargaining unit position and is subsequently employed in a position covered by this Agreement without any break in the continuity of the Village service, the employee shall be credited for such prior full-time Village

service in determining eligibility for the number of vacation days and the amount of longevity pay and be credited for the number of sick leave days accrued. Prior Village service in the non-bargaining unit position which is not continuous (i.e. there is a break in the employee's Village employment between the time he was employed in a non-bargaining unit position and the time he is employed in a position covered by this Agreement) may, at the sole discretion of the Village, be credited in determining eligibility of the number of vacation days and the amount of longevity pay.

Section 13 Tuition Reimbursement. Employees may continue to participate in the Village's tuition reimbursement program during the term of this Agreement to the extent and on the same terms as other Village employees, provided that all courses necessary to complete an Associate Degree in law enforcement shall be reimbursed at the rate of 100% and all courses necessary to complete a B.S. degree in law enforcement shall be reimbursed at the rate of 50% of the tuition cost. All requests for reimbursement must be submitted on forms provided by the Village. All courses that are required to obtain an Associate Degree in law enforcement or a B. S. in law enforcement shall be reimbursed if the degree program in question has been pre-approved and the employee presents proof of tuition payment and receipt of the grade "C" or better for the required course or courses. Only a course which is not part of a previously approved degree program must be pre-approved before taking the course.

Section 14 Light Duty. The Village may require an employee who is on sick leave or Worker's Compensation leave (as opposed to disability pension) to return to work in an available light duty assignment that the employee is qualified to perform, provided the Village's physician (or the employee's physician at the Village's option) has reasonably determined that the employee is physically able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within six months.

An employee who is on sick leave or Worker's Compensation leave (as opposed to disability pension) has the right to request that he be placed in an available light duty assignment that the employee is qualified to perform and such a request shall not be arbitrarily and unreasonably denied, provided that the Village's physician (or the employee's physician at the Village's option) has reasonably determined that the employee is physically able to perform the

light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within six months.

Unless the Village's needs require otherwise, the hours of work for an employee with a light duty assignment shall normally be their regular working hours and shift (unless the physician specifies a shorter work week).

If an employee returns or is required to return to work in a light duty assignment and the employee is unable to assume full duties and responsibilities within six months thereafter, the Village retains the right to place the employee on medical leave.

Nothing herein shall be construed to require the Village to create light duty assignments for an employee. Employees will only be assigned to light duty assignments when the Village reasonably determines that the need exists and only as long as such need exists.

Nothing in this Section shall affect the statutory rights of the employee or Pension Board in dealing with an employee on a disability pension.

ARTICLE XVII

ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

The Village and the Chapter, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the Village's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. In so agreeing, the parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE XVIII
SAVINGS CLAUSE

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, section or portion thereof specifically specified in the board, agency or court decision or subsequent litigation, and the remaining parts or portions of this Agreement shall remain in full force and effect. In such event, the parties shall, upon the prompt request of either party, commence good faith bargaining over possible replacement language for the invalidated Article, section or portion of this Agreement.

ARTICLE XIX

DURATION AND TERM OF AGREEMENT

Termination in 2014. This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2014. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least 120 days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than 75 days prior to the anniversary date unless the parties mutually agree otherwise.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse procedures are continuing for a new agreement or part thereof between the parties.

Executed this ____ day of _____, 2011.

VILLAGE OF ARLINGTON HEIGHTS

METROPOLITAN ALLIANCE OF POLICE
ARLINGTON HEIGHTS POLICE CHAPTER
#510

President

Representative

Village Clerk

Representative

Joseph Andalina, Pres. MAP

SIDE LETTER

This is a Side Letter to the 2011-2014 collective bargaining agreement between the Village of Arlington Heights (“Village”) and the Metropolitan Alliance of Police, Arlington Heights Police Chapter #510 (“Union”). The Village and Union agree, that, in recognition of the alternative bargaining process used by the parties which resulted in a prompt, voluntarily-agreed upon collective bargaining agreement, all employees in the bargaining unit as of the date the new agreement is signed will receive a one-time \$300 payment within 30 days of the date the new agreement is signed. This one-time payment is non-precedential in nature and shall not be added to base pay.

APPENDIX A

**METROPOLITAN ALLIANCE OF POLICE
ARLINGTON HEIGHTS POLICE CHAPTER #510**

I, _____, hereby authorize my Employer,
_____, to deduct from my wages the uniform amount of monthly dues set by the Chapter, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties.

Signed _____

Date: _____

Address _____

City _____

State _____ Zip _____

Telephone _____

Please remit all dues deductions to:

Metropolitan Alliance of Police

215 Remington Blvd., Suite C

Bolingbrook, IL 60440

APPENDIX B

Canine Officer Agreement

The canine officer shall perform the following duties relative to his/her assigned canine during the course of his/her duty shift:

- Exercise Grooming
- Feeding (one meal)
- Training
- Veterinarian routine checkups and shots
- Procuring food and supplies

The officer shall be allowed four hours off per week, with pay, for the following at-home outside work activities with his/her assigned canine:

1. Cleaning the canine's kennel or other place where the canine is kept and cleaning up after the canine.
2. Feeding (one meal on on-duty days; two meals on off-duty days)
3. Exercise on off-duty days
4. Emergency trips to veterinarian

If the off-duty at-home canine care activities exceed the four hours per week allowance for any week, the officer shall submit a daily log identifying the activities engaged in, the times at which they took place and the duration of the activities to his/her supervisor by the end of the shift immediately following the week, in order to receive any further compensation.

<hr/>	<hr/>
Officer	Date
<hr/>	<hr/>
Chief of Police	Date

APPENDIX C

NON-BID LEAVE REQUESTS

As a reminder, non-bid leave requests will be accepted on the first day following the conclusion of the vacation bidding period in the same manner as past years. The following protocol shall apply to all sworn officers assigned to the Patrol Bureau:

- Requests for leave time while assigned to work the B-shift (0630-1500) will be accepted commencing at 0630 hours on March 16 each year.
- Requests for leave time while assigned to work the C-shift (1430-2300) will be accepted commencing at 1430 hours on March 16 each year.
- Requests for leave time while assigned to work the A-shift (2230-0700) will be accepted commencing at 2230 hours on March 16 each year.
- Numbers (1, 2, 3, etc.) will be taped to chairs in the roll call room and will be used to determine the order in which leave requests are accepted. First come, first serve. Reserving chairs with items of clothing or other means shall not be permitted. You must be sitting in the chair to hold that position.
- On-duty personnel shall not be permitted to sit in queue, but may request leave time (as manpower and call volume permits) to do so.