

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE ILLINOIS FRATERNAL ORDER
OF POLICE LABOR COUNCIL**

REPRESENTING LOCAL 52

AND

THE VILLAGE OF GLENDALE HEIGHTS

MAY 1, 2015 THROUGH APRIL 30, 2018

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ARTICLE 1
PREAMBLE

This Agreement is entered into by and between the Village of Glendale Heights, an Illinois municipal corporation (herein referred to as the "Employer"), and the Glendale Heights, Local No. 52, Fraternal Order of Police (herein referred to as "Local"), affiliated with the Illinois Fraternal Order of Police Labor Council (herein referred to as "Labor Council").

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Local representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the Local to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to employees wages, hours and working conditions.

In consideration of the mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representative and/or agents, do mutually covenant and agree as follows:

ARTICLE 2
RECOGNITION

The Employer hereby recognizes the Glendale Heights, Local No. 52, Fraternal Order of Police, affiliated with the Illinois Fraternal Order of Police Labor Council as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on any and all matters relating to wages, hours, and all other terms and conditions of employment of all officers in the bargaining unit. The bargaining unit shall include all sworn, non-probationary peace officers in the rank of Patrol Officer.

Positions EXCLUDED from the above described bargaining unit shall include:

All probationary peace officers, supervisory, managerial and confidential employees as defined in the Illinois Public Labor Relations Act and all other employees of the Village.

The parties hereto agree that sworn peace officers in the rank of Sergeant and above are not included in the bargaining unit.

ARTICLE 3
DUES DEDUCTION AND FAIR SHARE

Section 3.1. Dues Deduction.

Upon receipt of a written and signed authorization form from an employee (Appendix A), the Employer shall deduct the amount of Labor Council dues and initiation fee, if any, set forth in such form and any authorized increase therein, and shall remit such deductions monthly to the Labor Council at the address designated by the Labor Council in accordance with the laws of the State of Illinois. The Labor Council shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date.

Section 3.2. Dues.

With respect to any officer on whose behalf the Employer receives written authorization in a form agreed upon by the Labor Council and the Employer, the Employer shall deduct from the wages of the officer the dues and/or financial obligation uniformly required and shall forward the full amount to the Labor Council by the tenth (10th) day of the month following the month in which the deductions are made. The amounts shall be deducted in accordance with the schedule to be submitted to the Employer by the Labor Council. Authorization for such deduction may be revoked by providing thirty (30) days written notice to the Employer and the Labor Council during this Agreement. The Employer will not similarly deduct dues in any other organization as to officers covered by this Agreement.

Section 3.3. Fair Share.

Any present officer who is not a member of the Local shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Labor Council dues) of the cost of the collective bargaining process, contract administration in pursuing matters affecting wages, hours and other conditions of employment, but not to exceed the amount of dues uniformly required of members. All officers certified on or after the effective date of this Agreement and who have not made application for membership shall, on or after the thirtieth (30th) day of their certification, also be required to pay a fair share as defined above.

With respect to any officer in whose behalf the Employer has not received a written authorization as provided for above, the Employer shall deduct from the wages of the officer, the fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount to the Labor Council on the tenth (10th) day of the month following the month in which the deduction is made, subject only to the following:

1. The Labor Council has certified to the Employer that the affected officer has been delinquent in his obligation for at least thirty (30) days;
2. The Labor Council has certified to the Employer that the affected officer has been notified in writing of the obligation and the requirement for each provision of this Article and that the employee has been advised by the Labor Council of his

obligations pursuant to this Article and of the manner in which the Labor Council has calculated the fair share fee;

3. The Labor Council has certified to the Employer that the affected officer has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before an impartial arbitrator assigned by the employee and the Labor Council for the purpose of determining and resolving any objections the officer may have to the fair share fee.

The Labor Council shall indemnify and hold harmless the Village and its agents against any and all claims 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.

The Labor Council further agrees to provide to the employees covered by the terms of this Agreement all necessary and relevant information regarding fair share objection resolution procedures.

ARTICLE 4 **MANAGEMENT RIGHTS**

The Village retains the right to plan, direct, control and determine the budget and all the operations, services and missions 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 maintain a capable and efficient police force; to establish specialty positions and select personnel to fill them; to establish work and productivity standards; to assign overtime; to contract out for goods and services; to determine the methods, means, organization number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders, policies and procedures; to evaluate employees; to require the reasonable physical and mental fitness of employees; to establish performance standards for employees; to discipline for just cause; to change or eliminate existing methods, equipment or facilities or introduce new ones; to determine training needs and assign employees to training; to determine work hours (shift hours); to determine internal investigation procedures; to take any and all actions as may be necessary to carry out the mission of the Village and the Police Department in the event of civil emergency as may be declared by the Mayor, the Village Administrator, Police Chief or their authorized designees, (it is the sole discretion of the Mayor to determine that civil emergency conditions exist which may include, but not be limited to, riots, civil disorders, tornado conditions, floods or other catastrophes) and all other traditional rights to manage and direct the affairs of the Village and its employees, as provided by Section 4 of the IPLRA; 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 5
NO STRIKE

Section 5.1. No Strike Commitment.

Neither the Local nor any officer will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer during the term of this Agreement. Neither the Labor Council nor any officer shall refuse to cross any picket line, by whomever established while on duty.

Section 5.2. Resumption of Operations.

In the event of action prohibited by Section 1 above, the Labor Council immediately shall disavow such action and request the officers to return to work and shall use its best efforts to achieve a prompt resumption of normal operations. The Labor Council, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Article.

Section 5.3. Local Liability.

Upon the failure of the Labor Council to comply with the provisions of Section 2 above, any agent or official of the Labor Council who is an officer covered by this Agreement may be subject to the provisions of Section 4 below.

Section 5.4. Discipline of Strikers.

Any officer who violates the provisions of Section 1 of this article shall be subject to the Police Commission hearing and decisions.

ARTICLE 6
BILL OF RIGHTS

Section 6.1. Conduct of Disciplinary Investigation.

DEFINITIONS

OFFICER: Means any peace officer, as defined by 720 ILCS 5/2-13, as now or hereafter amended, who is employed by any unit of local government, including supervisory and command personnel. The term does not include crossing guards, parking enforcement personnel, traffic wardens or employees of any State's Attorney's Office.

INFORMAL INQUIRY: Means a meeting by supervisory or command personnel with an officer upon whom an allegation of misconduct has come to the attention of such supervisory or command personnel, the purpose of which meeting is to mediate a citizen complaint or discuss the

facts to determine whether a formal investigation should be commenced.

FORMAL INVESTIGATION: Means the process of investigation ordered by a commanding officer during which the questioning of any officer is intended to gather evidence of misconduct which may be the basis for filing charges seeking his or her removal, discharge or suspension in excess of three (3) days.

INTERROGATION: Means the questioning of an officer pursuant to the formal investigation procedures of the respective unit of local governmental unit in connection with an alleged violation of such unit's rules which may be the basis for filing charges seeking his or her suspension, removal or discharge. The term does not include questioning (1) as part of an informal inquiry or (2) relating to minor infractions of agency rules which may be noted on the officer's record but which may not in themselves result in removal, discharge or suspension in excess of three (3) days.

ADMINISTRATIVE PROCEEDING: Means any non-judicial hearing which is authorized to recommend, approve or order the suspension, removal or discharge of an officer.

- a) No officer shall be subjected to interrogation without first being informed in writing of the nature of the investigation. If an administrative proceeding is instituted, the officer shall be informed beforehand of the names of all complainants. The information shall be sufficient to reasonably apprise the officer of the nature of the investigation.
- b) All interrogations shall be conducted at a reasonable time of day. Whenever the nature of the alleged incident and operational requirements permit, interrogations shall be conducted during the time when the officer is on duty.
- c) The officer shall be informed of the name, rank and unit or command of the officer in charge of the investigation, the interrogators, and all persons present during any interrogation except at a public administrative proceeding.
- d) Interrogation sessions shall be a reasonable duration and shall permit the officer interrogated reasonable periods for rest and personal necessities.
- e) The officer being interrogated shall not be subjected to professional or personal abuse, including offensive language.
- f) A complete record of any interrogation shall be made, and a complete transcript or copy shall be made available to the officer under investigation without charge and without undue delay. Such record may be electronically recorded.
- g) No officer shall be interrogated without first being advised in writing that admissions made in the course of the interrogation may be used as evidence of misconduct or as the basis for charges seeking suspension, removal or discharge; and without first being advised in writing that he or she has the right to counsel of

his or her choosing who may be present to advise him or her at any stage of any interrogation.

- h) The officer under investigation shall have the right to be represented by counsel of his or her choosing and may request counsel at any time before or during interrogation. When such request for counsel is made, no interrogation shall proceed until reasonable time and opportunity are provided the officer to obtain counsel.
- i) Admissions or confessions obtained during the course of any interrogation not conducted in accordance with this Article may not be utilized in any subsequent disciplinary proceeding against the officer.
- j) In the course of any interrogation, no officer shall be required to submit to a polygraph test or any other test questioning by means of any chemical substance, except with the officer's expressed written consent or except as provided in Article 25. Refusal to submit to such tests shall not result in any disciplinary action nor shall such refusal be made part of his or her record.
- k) The rights of officers in disciplinary procedures set forth under this Article shall not diminish the rights and privileges of officers that are guaranteed to all citizens by the Constitution and laws of the United States and of the State of Illinois.
- l) This Article does not apply to any officer charged with violating any provisions of the Criminal Code of 1961, or any federal, State, or local criminal law.
- m) No officer shall be discharged, disciplined, demoted, denied promotion or seniority, transferred, reassigned or otherwise discriminated against in regard to his or her employment, or be threatened with any such treatment as retaliation for or by reason of his or her exercise of the rights granted by this Article.

Section 6.2. Disclosure.

No law enforcement officer shall be required or requested to disclose any item of his property, income, assets, source of income, debts, or personal or domestic expenditures (including those of any member of his family or household) unless such information is necessary in investigating a possible conflict of interest with respect to the performance of his official duties, or unless such disclosure is required by law.

Section 6.3. Discipline.

If the investigation or interrogation of a law enforcement officer results in the recommendation of suspension or discharge, then the Employer shall follow the procedures set forth in Article 21 of this Agreement, which constitute an alternative or supplemental form of due process, as provided by 65 ILCS 5/10-2.1-17. The officer may be suspended or terminated, pending reinstatement and awarding of back pay, as may be provided in any arbitrator's award regarding such

discipline.

Section 6.4. Wages.

If any officer covered by this Agreement is charged by indictment or complaint to have violated any provision of the Criminal Code of Illinois or any Statute of the United States, he shall be entitled to his wages and other economic benefits provided for in this Agreement until such time as the Chief of Police or his/her designee terminates the officer, pursuant to Article 21 of this Agreement.

Section 6.5. Non-adoption of Ordinance.

The Employer shall not adopt any ordinance and the Police Department shall not adopt any regulation which prohibits the right of an officer to bring suit arising out of his duties as an officer.

Section 6.6. Photo Dissemination.

No photo of an officer under investigation shall be made available to the media prior to a conviction of a criminal offense or prior to a decision being rendered.

Section 6.7. Compulsion of Testimony.

The Police Department shall not compel an officer under investigation to speak or testify before, or to be questioned by any Civilian Review Board (excluding the Board of Police Commissioners) on any matter or issue under investigation.

Section 6.8. Right to Representation.

Nothing in this Labor Agreement is intended to or should be construed to waive employees' right to union representation during questioning that the employees reasonably believe may lead to discipline.

Section 6.9. Citizen Complaints.

The Village shall make a reasonable effort to have a citizen sign a complaint, whenever a citizen initiates a complaint.

ARTICLE 7
GRIEVANCE AND ARBITRATION

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. For the purposes of this Agreement, a grievance is any dispute or difference of opinion raised by an employee or the Labor Council against the Employer involving the meaning, interpretation or application of the provisions of this Agreement. Any matter which is subject to the jurisdiction of the Police Commission established by law, except for discipline, as provided in Article 21 of this Agreement, shall not be a subject of grievance or arbitration under this

Agreement. Any time period provided for under the steps in the grievance procedure may be mutually extended or contracted. The grievance meetings contemplated by Steps I, II or III of the grievance procedure shall be scheduled at a mutually agreed upon time with the Labor Council representative. If any such meeting is held when the grievant is off duty, then no additional compensation or overtime payment shall be made by the Employer to the grievant, local representatives or witnesses.

All grievances shall be reduced to writing and submitted on a form identical to that which appears in Appendix C of this Agreement. If a grievance is not answered by the Employer at Step One or Two, it shall be deemed settled in favor of the grievant.

STEP I: The employee, with or without a Council representative, may file in writing a grievance with the employee's immediate shift supervisor, holding the permanent rank of Sergeant or above, within seven (7) calendar days of its occurrence, or circumstances giving rise to a grievance when first known or should have been known by the grievant.

The shift supervisor shall schedule a meeting with the employee and/or Labor Council Representative (if desired by the grievant) in an attempt to adjust the matter within seven (7) calendar days of the filing of the grievance and shall answer the grievance in writing within seven (7) calendar days of the grievance filing. The shift supervisor must provide his answer to the grievance to both the grievant and the Council within this time period.

STEP II: If not adjusted in Step One, the grievance shall be presented in writing by the Labor Council, through a Labor Council representative, to the Chief of Police within seven (7) calendar days following the receipt of the shift supervisor's written answer in Step One. The Chief of Police shall attempt to adjust the grievance as soon as possible, and therefore will schedule a meeting with the grievant, his immediate supervisor or Shift Commander, a Labor Council representative within seven (7) calendar days after receipt of the grievance from the Council. The Chief of Police shall then render a written decision to the grievance, based on the supplied information during the meeting, within seven (7) calendar days of the meeting. The Chief of Police must provide his answer to the grievance to the grievant, and mail a copy by certified mail or deliver his answer to the Labor Council and/or Local Representative within this time period.

STEP III: If the grievance is not settled in Step Two, the grievance shall be advanced to the Village Administrator, if a written request is made by the Labor Council to the Village Administrator within seven (7) calendar days after the answer by the Chief of Police. The Village Administrator shall attempt to adjust the grievance as soon as possible, and therefore will schedule a meeting at a mutually agreeable time, with the grievant, a local representative and a Labor Council representative. The Administrator shall render a written decision to the grievant based upon the information supplied during the meeting, such decision to be issued within seven (7) calendar days of the conclusion of the meeting. The Administrator must provide

his/her answer to the grievance to the grievant, the local representative and the Labor Council within this time period, otherwise the grievance shall be deemed denied.

STEP IV: If the grievance is not settled in Step Three, the matter shall be referred for arbitration by written request by the Labor Council made within ten (10) calendar days of the answer by the Village Administrator in Step Three. Arbitration shall proceed in the following manner:

- (1) The parties shall jointly request a list of seven (7) recognized arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of such list, each party shall alternately strike one (1) name from the list, until there is one name remaining. The remaining individual shall be the neutral arbitrator. A toss of the coin shall determine who strikes first, with the loser making the first strike.
- (2) The arbitrator shall promptly review the grievance and the information and decisions rendered at the various steps of the grievance procedures. The arbitrator shall confer with the parties to this grievance as necessary and shall hold a hearing. The scope of the hearing shall be at the sole discretion of the neutral arbitrator. The hearing shall be a closed hearing.
- (3) The arbitrator shall issue his decision not later than thirty (30) calendar days from the date of closing of the hearing.
- (4) The decision of the arbitrators shall be in writing and shall set forth the findings of fact, reasoning and conclusions of the issues submitted.
- (5) The decision of the arbitrator shall be binding.
- (6) The cost of the neutral arbitrator shall be equally borne by the parties.
- (7) If the hearings cannot be held during the normal working hours of the grieved patrol officer, then no additional compensation or overtime payment shall be made by the Employer to either the grieved employee, witnesses or representatives of the Council. Otherwise all witnesses, grievant(s) and one (1) Labor Council representative shall be permitted to attend the grievance hearing on duty time without loss of pay if on duty.
- (8) The Arbitrator may interpret this Agreement but shall have no right to ignore, add to, take from, or modify any of the provisions of this Agreement.

ARTICLE 8

LABOR-MANAGEMENT CONFERENCES

Section 8.1. Meetings.

The Labor Council and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Local representatives and/or Labor Council representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a "labor-management conference" and expressly providing the agenda for such meeting. Such meetings shall be limited to:

- (a) Discussion on the implementation and general administration of this agreement.
- (b) A sharing of general information of interest to the parties.
- (c) Notifying the Labor Council of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.

The Employer and the Council agree to cooperate with each other in matters of the administration of this Agreement.

To effectuate the purposes and intent of the parties, both parties agree to meet as necessary.

Section 8.2. Exclusive of 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 considered at "labor-management conferences," nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

ARTICLE 9
LAY-OFF

Where there is an impending lay-off with respect to the officers in the bargaining unit, the employer shall inform the Labor Council in writing no later than thirty (30) days prior to such lay-off, and will provide the Labor Council with the names of all officers to be laid off. Probationary police officers, auxiliary officers, community service officers, and any part-time officers shall be laid off first, then certified officers covered by this Agreement shall be laid off in accordance with their seniority. The officers with the least amount of seniority shall be laid off first. All officers shall receive notice in writing of the lay-off at least thirty (30) days in advance of the effective date of such lay-offs.

No employee will be hired to perform those duties normally performed by an officer while any officer is on lay-off status and the use of any civilian employees in the Police Department shall not escalate while a full-time officer is on lay-off.

Any officer who has been laid off shall be placed on the appropriate reinstatement list and shall be recalled on the basis of seniority in the police department, with the most senior officers being recalled first. Notices of recall shall be sent by certified or registered mail to the last known

address as shown on the Employer's records. The recall notice shall state the time and date on which the officer is to report back to work.

It shall be the officer's responsibility to keep the Employer notified as to his/her current mailing address. A recalled officer shall be given seven (7) calendar days from receipt of notice to respond, and eight (8) additional days to report to work. The Employer may fill the position on a temporary basis until the recalled officer reports to work. An officer who declines recall to full-time work shall forfeit his/her seniority rights and be bumped to the bottom of the recall list. If the officer declines recall a second and subsequent time, provided the recall requests are over sixty (60) days apart, the officer's name shall be stricken from the recall list. In any event, an officer's right to reinstatement shall cease after thirty-six (36) months of continuous lay-off. If all officers on the recall list decline recall, the Village may fill the vacant position on a permanent basis.

ARTICLE 10 **INDEMNIFICATION**

Section 10.1. Legal Representation.

The Employer shall be responsible for, hold officers harmless from and pay for damages or moneys which may be adjudged, assessed or otherwise levied against any officer covered by this agreement, except as otherwise provided by law. Officers shall have legal representation by the Employer in any civil cause of action brought against an officer resulting from or arising out of the performance of duties.

Section 10.2. Cooperation.

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

Section 10.3. Applicability.

The Employer will provide the protections set forth in Section 1 and Section 2 above, so long as the officer is acting within the scope of his employment and where the officer cooperates, as defined in Section 2, with the Employer in defense of the action or actions or claims.

ARTICLE 11
SENIORITY

Section 11.1. Definition of Seniority.

As used herein, the term "seniority" shall refer to and be defined as the continuous length of service or employment from the date of last hire as a sworn peace officer by the Village of Glendale Heights. In case of officers hired on the same date, seniority shall be determined by referring to the final patrol officers eligibility list from which they were hired.

Section 11.2. Promotion.

Seniority shall be considered in the promotion of officers covered by this Agreement. In considering officers for promotion, seniority shall in competitive testing, be utilized as a tiebreaker. Except for bargaining unit members hired before January 1, 1998, bargaining unit members must have at least five (5) years or more experience as a Police Officer for the Village of Glendale Heights before they qualify for competitive testing for the position of Sergeant.

Section 11.3. Seniority List.

The Employer shall prepare a list setting forth the present seniority dates for all officers covered by this Agreement and shall become effective on or after the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting officers covered under this Agreement. On May 1st of each year, the Employer shall furnish the Local with a current seniority list.

Section 11.4. Termination of Seniority.

An employee's seniority shall be broken when he:

- (a) quits, retires or is lawfully retired; or
- (b) is discharged for just cause; or
- (c) is laid off pursuant to the provisions of the applicable Article for a period of thirty-six (36) months; or
- (d) accepts gainful employment while on an approved leave of absence from the Police Department (other than a continuation of employment that the employee had prior to going on an approved leave of absence), unless otherwise approved by the Chief of Police.

Section 11.5. Unpaid leave of Absence.

Employees will not continue to accrue seniority credit for all time spent on an authorized unpaid leave of absence in excess of sixty (60) days, but will not lose seniority accrued at the time the leave commences. Employees on disability pension are considered to be on unpaid leave of absence for the purposes of this Section.

ARTICLE 12
F.O.P. REPRESENTATIVES

The Employer shall be notified in writing of the names of the designated local Council Representatives. For the purposes of administering and enforcing the provisions of this Agreement, the Employer agrees as follows:

Section 12.1. Grievance Processing.

A Labor Council representative shall be allowed up to thirty (30) minutes on duty to prepare or process a grievance without loss of pay. Such activities shall be subject to the shift supervisor's approval in advance and such approval shall not be unreasonably withheld. Such activities shall be conducted in the police station in space provided by the Employer.

Section 12.2. Delegates.

Any employee(s) chosen as delegate(s) to an F.O.P. State or National Conference may, upon written application approved by the Labor Council and submitted to the Village with at least thirty (30) days notice, be given a leave of absence without pay for the period of time required to attend such convention or conference, so long as such leave does not adversely affect operational requirements. This period of time shall not exceed one (1) week. No more than one (1) employee per operational unit may be given leave to attend such conventions.

Section 12.3. Visitation.

Authorized representatives of the National or State Lodge, and the Labor Council shall be permitted to visit the Department during working hours to talk with officers of the local Labor Council and/or representatives of the Employer concerning matters covered by this Agreement. Such visitation shall not interfere with the operations of the department.

Section 12.4. Right to Examine.

The Labor Council shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with the employee's consent. Such visitation shall not interfere with the operations of the department.

ARTICLE 13
SAFETY ISSUES

The Labor Council shall designate a member to serve on the Village Safety Committee, who shall attend the regular and special meetings of said committee. The Labor Council shall inform the Chief of Police, in writing, as to the name of the designee and his/her term of service on said committee. The designee of the Labor Council shall earn his applicable hourly rate for the time spent in attendance at all regular and special meetings of the Safety Committee. In the event the Labor Council's designee fails to attend any meeting of said committee, such action may be subject to discipline by the Chief of Police.

ARTICLE 14
BULLETIN BOARDS

The Labor Council may place informational material on agency or department bulletin boards provided:

- (a) the Local and/or Labor Council is clearly identified in the material;
- (b) the contents of the material related to activities of the Local and/or Labor Council are not partisan, political or defamatory in nature;
- (c) the Local and/or Labor Council assumes all costs incidental to preparation or distribution of the material;
- (d) the Local and/or Labor Council advises management in advance and does not interrupt Employer operations.

ARTICLE 15
LEAVES OF ABSENCE

Section 15.1. Bereavement Leave/Death in Family.

The Employer agrees to provide to officers leave without loss of pay as a result of death in the immediate family, not to exceed three (3) days, and one (1) day as a result of death in the related family. This may be extended to one (1) week by the Chief.

Section 15.2. Definition of Family.

A member of the immediate family shall be defined to be any officer's mother, father, wife, husband, daughter or son (including step or adopted), sister or brother (including half or step), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent or grandchild, or civil partner as defined by Illinois law.

A member of the related family shall include aunts, uncles, nieces, nephews, spouse's grandparents, brothers-in-law, sisters-in-law, and any household members.

Section 15.3. Short Term Military Leave.

Full-time and part-time employees who are called for military training or service shall be granted a leave of absence without pay from their positions during the actual duration of such service, or shall be compensated as may be provided by law then in effect. These employees shall receive credits towards retirement and longevity during the actual duration of such service. If summer reserve training is scheduled with an employee's vacation leave, the employee shall receive the appropriate vacation leave pay.

Resumption of Duties – Employees who are absent from military service shall be entitled to reinstatement pursuant to the provisions of the Uniformed Services Employment and Re-Employment Rights Act ("USERRA"). In summary, USERRA provides that employees who are absent for military service of less than thirty-one (31) days must report back to work not later than the beginning of the first regularly-scheduled work period on the first full calendar day following completion of the military service, and the expiration of eight (8) hours, or as soon as possible after the expiration of the eight (8) hour period if reporting within the period referred to is impossible or unreasonable through no fault of the person. Employees who are absent for military service for more than thirty (30) days but less than one hundred eighty-one (181) days must submit an application for re-employment (written or oral) not later than fourteen (14) days after completing service. Employees who are absent for military service for more than one hundred eighty (180) days must submit an application for re-employment (written or oral) no later than ninety (90) days after completing service.

The parties acknowledge that the foregoing is just a summary and that both parties retain any other rights available under USERRA or the law.

Section 15.4. Educational Leave.

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

Section 15.5. Injury Leave.

An officer who sustains injuries or illness arising out of and in the course of his employment shall be covered by the provisions of 5 ILCS 345/1 of the Illinois Compiled Statutes. No officer will lose any benefits while injured on duty, and will continue to accumulate all benefits provided by this Agreement, unless the officer is granted a disability pension.

Section 15.6. Maternity Leave.

An officer shall be required to notify the Chief of Police in writing as soon as she learns of her pregnancy, and shall also submit a statement from her doctor, which verifies that said officer is pregnant, and is either capable or incapable of performing all routine police duties. An employee who is pregnant but capable of performing all routine police duties shall have the option of continuing in her regular assignment, or of accepting an administrative assignment which will be created. An employee who is pregnant and is incapable of performing all routine police duties, shall be entitled to sick leave as in the case of other sickness or disability.

Such employee shall further be required to return to regular duty when the employee is deemed medically able to by the employee's doctor and/or the Village's doctor, unless the employee requests and is granted a leave pursuant to the Federal Family and Medical Leave Act of 1993.

Section 15.7. Family and Medical Leave Act.

Effective February 5, 1994, any "eligible employee", as that term is defined under the Federal Family and Medical Leave Act of 1993 (29 USC Sec. 2261 *et seq.*), shall be entitled to a total of twelve (12) work weeks of leave during any twelve (12) month period in accordance with the terms and provisions of said Act. The employee should provide the Chief of Police or his designee thirty (30) calendar days notice if possible before taking such leave, or shall provide such notice as is practicable. An eligible employee must substitute, in order, any of the accrued paid sick leave, compensatory time, personal leave, and vacation leave, for leave provided under the Act, or any part of the twelve (12) week period for such leave, in accordance with the provisions of the Act and the Village's Family and Medical Leave Policy. In all other respects, the employee and the Village shall comply with the provisions of the Family and Medical Leave Act of 1993 and the regulations issued in conjunction with the FMLA.

ARTICLE 16
SICK LEAVE

Section 16.1. Sick Leave.

Sick leave shall be credited to all regular employees at the rate of ten (10) days per year, as of January 1 of each calendar year. Sick days may be accumulated up to a maximum of 1,000 hours. Employees who have accumulated more than 1,000 hours of sick leave, as of December 31, 2013, shall have their accumulated sick leave reduced to 1,000 hours and shall receive a payment for all accumulated sick leave in excess of 1,000 hours, at the rate of one-quarter (25%) day per day of sick leave, such payment to be deposited into the employee's RHS account on or after December 31, 2013. Thereafter, any employee who has accrued 1,000 hours of sick leave shall be entitled to a payment for such accrued sick leave earned but unused in that given year in excess of 1,000 hours, at the rate of 100% per day of sick leave, and such payment shall be deposited into the employee's RHS account.

Sick leave shall not be considered as a privilege which employees may use at their discretion but shall be allowed only in case of:

- (a) Necessity and actual sickness or disability of the employee.
- (b) Because of illness, birth or death in his immediate family.
- (c) To meet dental and/or medical appointments.
- (d) To take physical examinations or other sickness prevention measures.

To receive compensation while absent on sick leave, an officer shall notify the communications center at least sixty (60) minutes before the officer's shift shall begin unless excused by the Division Commander. When absent claiming sick leave for three (3) or more consecutive days an officer may be required to file a physician's statement.

Any employee who is absent from work for sickness three (3) or more consecutive days may be required to provide a physician's certificate indicating that the employee is able to resume normal work duties.

Section 16.2. Abuse of Sick Leave.

Abuse of sick time is irregular attendance, including but not limited to the following:

- Pattern of excessive sick leave use; or
- Continued pattern of sick leave use coinciding with vacation, holiday or regular time off; or
- Repeated failure to notify communication center of sick leave within 60 minutes of start time; or
- Supervisor continuously unable to contact employee while employee is using sick time; or
- Failure to provide physician's certificate when applicable; or
- Employee engaging in other employment while on sick leave with the Village of Glendale Heights.

If an employee abuses sick leave, proof shall be required to be furnished by the individual employee for every absence, regardless of the number of consecutive days absent, for the following 12-month period. The employee will not be permitted to return to work until a physician certificate is submitted. Prior to use of this control, the employee concerned will be counseled and notified of the constraint being placed upon the use of sick time.

Sick leave abuse shall be reflected in the employee's performance evaluation, and may be the basis for disciplinary action up to and including dismissal. Progressive disciplinary action shall consist of an oral reminder, written reminder, a decision making leave, a three-month probationary review and dismissal within any twelve-month period.

Falsely claiming sick leave or reporting sickness as an excuse for absence shall result in discipline, up to and including discharge depending on the circumstances of the offense.

Section 16.3. Sick Leave At Time of Separation.

If an employee has unused accrued sick time when separated in good standing by the Village, the following guide for the unused accrued sick time should be used:

- (a) A full time employee who has five (5) years of service but less than ten (10) years of service is entitled to a cash payment of unused accrued sick time at the rate of one-half (1/2) day per accrued day of sick leave, not to exceed thirty (30) full days of pay at the employee's current rate of pay.
- (b) A full time employee who has between ten (10) and less than fifteen (15) years of service is entitled to a cash payment of unused accrued sick time at the rate of one-half (1/2) day per accrued sick leave, not to exceed sixty (60) full days of pay at the employee's current rate of pay.
- (c) All employees with at least fifteen (15) years of service shall deposit the value of 50% of accumulated sick leave into a Retirement Health Savings Plan ("RHS Plan") at separation from the Employer at their current rate of pay.
- (d) All employees hired before May 1, 2010, with at least twenty (20) years as a sworn police officer of the Village shall, in lieu of paragraph (c) above, if separated in good standing from the Village, be entitled to a payment of accrued sick leave, not to exceed 1,000 hours, at 100% of their hourly rate of pay, such payments to be deposited into the Employee's RHS account, at the time of separation from employment.

Section 16.4 Sick Leave Exhausted.

Effective May 1, 2006, bargaining unit employees shall be eligible for the Short Term Disability benefit described in Section 8.3.11 of the Village's Personnel Policy Manual once every five (5) years. If an employee exhausts his/her sick leave before he/she is able to return to work, the employee may, upon the approval of the Chief of Police, use accumulated vacation leave before being removed from the payroll and subsequently transferred to disability benefits under the pension or retirement plan which has jurisdiction. Nothing in this Agreement shall preclude any employee from being able to collect from said disability or retirement plans.

Section 16.5 Sick Leave Incentive.

Employees covered by this Agreement shall be entitled to compensation from the Employer for unused sick days, according to the following conditions: To be eligible for compensation, an employee must have accrued two (2) times the number of sick days available for buyback. An employee can request compensation for no more than one-half (1/2) of the sick days which have been earned during that year of service. The Employer shall establish the date for buyback of sick

days, and the employee shall be entitled to be compensated at fifty percent (50%) of the employee's then current rate of pay for each sick day turned back to the Employer. Any officer who seeks to receive compensation pursuant to this paragraph shall be required to notify the Human Resources Department in writing prior to the second payroll in January of that officer's intention to buy back unused sick days.

ARTICLE 17
WORKING OUT OF CLASSIFICATION

Section 17.1. Assignment.

An employee temporarily assigned to the duties of a position classification in an equal or lower pay grade than his/her permanent position classification shall be paid his/her permanent position classification rate. If the employee is temporarily assigned to a position classification having a higher pay grade than his/her permanent position classification, the employee shall be paid the greater of either (1) the employee's current pay grade or (2) the pay grade of the entry level higher classification.

In order to qualify for temporary assignment pay, the employee must work six (6) consecutive workdays or more in the higher level position classification. The use of any accrued time (i.e., vacation, sick, personal business, holidays) shall be at the employee's normal rate of pay. Except for training periods of five (5) days or less, the Employer agrees not to rotate temporary assignments within the bargaining unit for the purposes of avoiding temporary assignment pay.

Section 17.2. Extended Assignment.

When an officer is required to assume the duties and responsibilities of a rank higher than that which he normally holds for any accumulated total of at least six (6) months in any calendar year, he shall be paid the rate for the higher rank for his vacation period with any necessary adjustments to be made at the end of the calendar year.

ARTICLE 18
HOLIDAYS

Section 18.1. Holidays.

The following days shall be recognized and observed as paid holidays:

New Year's Day	Christmas Eve
Presidents Day	Veterans Day
Memorial Day Observed	Thanksgiving Day
Independence Day	Day after Thanksgiving
Labor Day	Christmas Day

Section 18.2. Holiday Pay.

Employees covered by this Agreement when their regularly scheduled day off falls on the

actual day of a holiday, shall be paid a regular days pay.

Employees whose regular workday falls on a holiday and are in fact at work, or employees who are "called" into work on a holiday, shall be paid at a rate of double time for hours worked plus shall be paid eight (8) hours regular pay.

To be entitled to holiday pay, an employee must work both the workday before and the workday after a holiday unless on authorized absence.

Section 18.3. Special Compensation Time.

If as a result of a declaration by the Village President, the Village Administrator or the Assistant Village Administrator, all employees of the Village except for Police Department employees are given a day off or portion thereof with pay, then all officers who are required to work during such excused time shall be given compensatory time off at straight time rate equivalent to the hours worked during such excused time.

Section 18.4. Personal Days.

All employees covered by the terms of this Agreement shall also receive four (4) personal days each calendar year. All requests for personal days must be submitted in writing no more than thirty (30) days in advance and at least seven (7) days prior to the date requested, unless the selection is made in conjunction with a vacation pick and the personal day is contiguous to a vacation selection. Except as described above, all personal days shall be selected on a first-come basis, with seniority being the deciding factor only if the Village must choose between multiple requests submitted on the same date for the identical time-off. Personal leave shall be used in no less than four (4) hour increments. Permission to use personal days shall not be unreasonably denied if operational needs will not be adversely affected. Minimum manning requirements shall not be determinative on this issue. When a personal day off is granted, the Employer shall not require an employee to remain on standby status, unless the employee is required to appear in court. However, if the employee contacts the State's Attorney's Office and receives permission to be absent from court, the employer shall not require the employee to remain on standby status.

ARTICLE 19
VACATIONS

Section 19.1. Vacation Accrual.

All employees in the bargaining unit shall earn vacation leave on the basis of their years of service as an employee of the Village of Glendale Heights. All employees in the bargaining unit shall accrue their vacation time in a lump sum at the beginning of each calendar year. Those employees who reach their anniversary date during a year in which they are entitled to an increase in vacation time must take such time after their anniversary date, but may nonetheless carry over such time to the next calendar year for up to twelve (12) months from the anniversary date with notice to the Chief of Police. Otherwise an employee shall use his vacation time within the calendar year and may not carry such time over without express permission of the Chief of Police. Employees who are receiving a disability pension shall not receive credit for additional service as an employee while

such employee is on disability leave until such employee returns to active duty.

Employees shall be entitled to vacation time with pay under the following schedule:

<u>LENGTH OF SERVICE</u>	<u>WORKING DAYS EARNED</u>
0 Through 4 Years	10 Days
5 Through 9 Years	15 Days
10 Through 14 Years	20 Days
15 Through 19 Years	25 Days
20 Years and Up	30 Days

Section 19.2. Vacation Scheduling.

Vacation schedules shall require prior approval by the Employer. Officers covered by this Agreement shall request the periods of their annual vacation on the basis of seniority, with the most senior officers having priority selections, provided that at least two employees from the same shift will be allowed off on vacation at the same time, except that no vacation shall be permitted during Glendale Heights Fest.

Once approved, vacations shall not be canceled absent emergency condition and the selection process shall not be affected by the vacations of non-bargaining unit employees. The Employer agrees to post an annual schedule on December 1st each year, and to permit officers to commence vacation selections on January 1st thereafter. Employees shall be required to select their vacation days within four (4) consecutive duty days or be bumped to the bottom of the selection rotation. Employees may utilize vacation in single day increments, provided, full week selections shall take precedence over single day selections. Although the Employer reserves the right to cancel any vacation for emergency reasons, the Employer shall reimburse any employee whose vacation was canceled for all documented, unreimbursable, economic losses.

Except as provided in Section 19.1 regarding the year of an increase in vacation days, vacation days must be used within the calendar year in which they are awarded, or else they shall be forfeited. Notwithstanding the above, an employee may request that he/she be permitted to carry-over not more than five (5) vacation days into the first three (3) months of the next calendar year, and if the request is approved by the Chief of Police or his/her designee, such vacation day(s) must be used by March 31st or else shall be forfeited. When approved by the Chief of Police, an employee may request to "float" (not schedule during the annual vacation selection period), up to five (5) vacation days to be scheduled and used during that calendar year. Any request to use one or more vacation days which were "floated" pursuant to the previous sentence shall be required to be submitted to the Chief of Police or his/her designee at least thirty (30) days prior to the date of the proposed use of such "floated" vacation day; and such request may be denied if the use of such "floated" vacation day would result in the Village incurring overtime in order to cover any shift shortage on the affected shift for that day.

ARTICLE 20
INSURANCE

Section 20.1. Hospitalization.

The Employer's present complete basic hospitalization programs covering all employees, including police officers and their dependents, shall continue in effect. On an annual basis, the Employer shall designate its basic health care plan. For employees hired as full-time police officers prior to July 1, 2013, the Employer agrees to pay 90% of the premium thereof for single coverage for each employee, and the employee shall pay 10% of the premium for such single coverage, for either the indemnity/PPO plan or the HMO plan. Bargaining unit employees hired as full-time police officers prior to July 1, 2013 electing dependent coverage will contribute an amount equal to 15% of the dependent coverage insurance premium of either the indemnity/PPO plan or the HMO plan.

For bargaining unit employees hired as full-time police officers on or after July 1, 2013, and before August 1, 2015, the Employer agrees to pay 90% of the premium thereof for single coverage for each employee and the employee shall pay 10% of the premium for single coverage for the Employer's designated basic health care plan, which shall be designated by the Employer on an annual basis. Bargaining unit employees hired on or after July 1, 2013 and before August 1, 2015, electing dependent coverage will contribute an amount equal to 15% of the portion of the dependent coverage of the Employer's designated basic health care plan. Such bargaining unit members wishing to elect coverage in a health care plan provided by the Employer other than the Employer's designated basic health care plan for either single or dependent coverage may do so, but the employee shall be responsible to pay 100% of the premium in excess of the premium for the Employer's designated basic health care plan premium, in addition to the percentages set forth hereinabove.

For bargaining unit employees hired on or after August 1, 2015, the Employer agrees to pay eighty-five percent (85%) of the premium thereof for single coverage for each employee and the employee shall pay fifteen percent (15%) of the premium for single coverage for the Employer's designated basic health care plan, which shall be designated by the Employer on an annual basis. Bargaining unit employees hired on or after August 1, 2015 electing dependent coverage will contribute an amount equal to twenty percent (20%) of the portion of the dependent coverage premium of the Employer's designated basic health care plan and the Employer shall pay eighty percent (80%) of the portion of the premium for dependent coverage for the Employer's designated basic health care plan. Such bargaining unit members wishing to elect coverage in a health care plan provided by the Employer other than the Employer's designated basic health care plan for either single or dependent coverage may do so, but the employee shall be responsible to pay 100% of the premium in excess of the premium for the Employer's designated basic health care plan premium, in addition to the percentages set forth hereinabove.

The deductible for the indemnity/PPO plan shall remain at \$250.00 per individual/\$750.00 per family, and the maximum out-of-pocket liability for coverage under the indemnity/PPO plan will not exceed \$1,500 per person for participating providers and \$2,500.00 per person for non-participating providers, or \$3,000 per family for participating providers and \$5,000.00 per family for non-participating providers. The Village shall only be required to provide one HMO plan. The Employer reserves the right to add a single plus spouse group health plan and/or a single plus child/children group health plan, with co-payments to be made at the same percentages as set forth above for single and dependent coverage, and with the employee having the option to select any coverage for which the employee qualifies. The Employer may change carriers/plans once annually during the term of this Agreement, or self-insure if desired, provided the coverage benefit levels are maintained at or above the levels listed on Appendix "B" attached hereto, and the deductibles and maximum out-of-pockets limits remain the same.

Effective May 1, 2012, the employee shall be responsible for 100% of the co-payment for office visits, including specialists, for employees enrolled in the HMO plan. Effective July 1, 2011, employees enrolled in the PPO plan shall be responsible for 100% of the co-payment for office visits, including specialists.

The Village will establish a Health Savings Account for employees. The Village will be responsible for any administrative costs incurred in establishing such HSA, but the employees shall be responsible for all contributions to such accounts, and for any annual fees associated with maintaining such accounts.

The Patient-Centered Outcomes Research Institute (PCORI) fees, the Transitional Reinsurance fees, and the Insurer Tax imposed by the PPACA (Affordable Care Act) shall be included in and considered a portion of the health insurance premiums charged by the health insurance carrier, and employees shall pay either 10% or 15% of such fees and taxes, depending on single or dependent coverage elected by the employee, as part of their premium co-payments described hereinabove.

Section 20.2. Life Insurance.

The Employer agrees to provide employees covered by this Agreement with Life Insurance in an amount equal to the employee's annual base salary rounded up to the nearest one thousand dollars as of May 1 of each year of this Agreement or the amount that the Village provides pursuant to its group plan, whichever is greater.

Section 20.3. Dental Insurance.

The Employer's present complete dental insurance program covering all employees, including police officers and their dependents, shall continue in effect with the Employer paying 90% of the premium for single coverage for the employee, and the employee paying 10% of the premium for such single coverage effective May 1, 2003. Bargaining unit employees electing dependent dental insurance will contribute an amount equal to 15% of the dependent dental insurance premiums. The Employer may change carriers once annually during the term of this Agreement or self-insure if desired, provided the coverages remain substantially the same or improve, and the deductibles remain the same.

Section 20.4. Eligibility.

"Eligible employees", as that term is defined in the Family Medical Leave Act, may continue their coverage under any "group health plan", as that term is defined in the FMLA, for the duration provided in said Act under the same conditions as if they were on duty. Thereafter, the provisions of this Section 4 shall apply. Notwithstanding anything contained in the Village of Glendale Heights Personnel Manual, including Section 8.13.3(b) thereof, or as amended hereafter, to the contrary, during the term of this Agreement, employees in the bargaining unit who are disabled or injured not as a result of an injury sustained during the course of their employment may continue their health, dental and life insurance coverage on the following terms and conditions. The Village shall pay the entire premium for such health, dental and life insurance, except for the dependent co-payment portion which is the obligation of the employee, for a maximum of sixty (60) days from the date that the employee is placed on such disability leave status after having exhausted all of his accrued time (i.e. sick time, vacation time, compensatory time). Thereafter, the employee shall be responsible to pay 100% of the premium for such health, dental and life insurance, until such disability leave is terminated, either by the employee's return to employment or by the Village declaring such leave is terminated. In the event the employment relationship is terminated by the Employer, the employee shall be allowed to continue such coverage at the employee's sole expense, to the extent provided by law.

Section 20.5 Extended Coverage.

Any employee who suffers a fatal injury during the course of duty shall receive all their insurance paid by the Employer extended to spouse and dependents pursuant to current law.

Section 20.6 Retirees Health Insurance Study.

The parties agree to jointly study the establishment of a VEBA plan to help fund the costs of medical insurance after retirement.

Section 20.7 Health Insurance Opt Out Provisions.

Effective July 1, 2007, any bargaining unit employee (including employees whose spouse is also a Village employee) who does not want to be covered by a Village health insurance plan may decline the coverage and will be paid a maximum annual lump sum payment of \$3,000. This payment will be made only to those employees who decline all Village health insurance (for example, no single coverage and no family coverage).

For any bargaining unit employee who declines a separate Village health insurance plan because he/she is covered under his/her spouse's Village insurance plan as a dependent, such employee shall receive a \$1,500 annual lump sum payment. However, when two spouses have no children, each spouse must take single coverage and neither will receive an opt out payment.

For the purpose of this policy the "Opt Out Year" shall be defined as July 1st through June 30th of each calendar year. Such lump sum shall be paid within thirty (30) days following the first

month of approved opt out. The Opt Out option will be offered only during the open enrollment period.

Because having health insurance is vitally important, no employee will be allowed to decline the coverage unless they can show proof of coverage under another health insurance policy and sign a Waiver of Health Insurance form.

If an employee loses coverage from the other insurance plan during the year, the employee shall be permitted to re-enroll in the Village's insurance plan in accordance with the "Special Enrollment for Loss of Other Coverage" pursuant to the Village's group plan document. The employee will also be required to refund to the Village that portion of the cash incentive, pro-rated according to the length of time the employee was not insured. This refund must be paid back in a lump sum at the time of re-enrollment or through a payroll deduction over a period not to exceed six (6) months. An employee participating in the Opt Out program may also elect to re-enroll in the Village's health insurance plan during open enrollment each year.

Section 20.8 IRS Section 125 Plan.

Effective January 1, 2005, the Village will, to the extent provided by law, provide a comprehensive Section 125 program. Nothing in this section infers that the Village will contribute to an employee's Section 125 plan. The maximum an employee can elect to withhold shall be \$5,000.00, provided employees shall be required to reimburse the employer for any funds drawn that exceed the amount contributed, if the employee terminates employment during the plan year. The Village shall pay the initial fee and annual renewal fees, and the employees shall pay the monthly participation fees. The Village shall not be required to offer this Section 125 plan, or may cease offering such plan, if less than 25% of all full-time employees, Village-wide, participate in such plan.

Section 20.9 Terms of Insurance Policies to Govern.

The extent of coverage under the insurance policies referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Village, nor shall such failure be considered a breach by the Village of any obligation undertaken under this or any other Agreement. Nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the Village, employee or beneficiary of any employee, and nothing in this Section shall relieve the Village of its obligation to provide and maintain coverages as specified in this Article.

ARTICLE 21
DISCIPLINE

Disciplinary action(s) meted out by the Chief of Police or his designee shall be timely. In the event an internal investigation is not completed within forty-five (45) days after the interrogation of the officer who is the subject of the investigation, the officer shall be provided periodic notices as to the expected completion date of such investigation. Disciplinary action(s) may be appealed through the grievance/arbitration process as laid out in Article 7, but shall be commenced at Step 2. Grievances regarding documented verbal reprimands shall not be advanced to Step 4 (arbitration) of such grievance procedure provided in Article 7 of this Agreement, but bargaining unit members shall have the option to utilize the Police Department's Discipline Review Board procedures as an alternative to pursuing a grievance regarding such types of discipline, and in such event, the decision of the Discipline Review Board regarding documented verbal reprimands shall be binding on the parties. The Chief or his/her designee has the authority to implement discipline up to a thirty (30) day suspension or termination, without charges being filed before the Board of Police Commissioners.

ARTICLE 22
TUITION REFUND PROGRAM

Section 22.1. Tuition Reimbursement Program.

When a full-time employee is enrolled in an accredited university, college or adult education program and the course and/or degree program being undertaken is directly related to his duties with the Village as a police officer, the employee shall be reimbursed in accordance with Section 3 below.

Section 22.2. Financial Assistance.

To encourage professional development the Village of Glendale Heights provides financial assistance to any permanent full-time employee who wishes to pursue education and/or training courses directed toward acquiring skills and knowledge of value to the Village and directly related to the employees position as a police officer.

Section 22.3. Exclusions/Limitations.

Should the Department Head determine that a particular course is not related to the employee's position as a police officer, then educational assistance shall not be provided. Educational assistance shall not be provided for a master's degree or any other advance degree. Advance approval of the Village Administrator (or designee) is required as a condition for payment of benefits under the Program. Covered employees shall be eligible for reimbursement in the order that such approval is granted.

- a) Limitations: Reimbursement is limited to the amount budgeted by the Village (a minimum of \$3,000 will be budgeted annually for the employees in the bargaining unit) and subject to the following:

- 1) Seventy-five percent (75%) of expenses incurred in securing such education and/or training courses including tuition and related expenses;
 - 2) Two courses per academic semester;
 - 3) Successful completion of course: *i.e.* grade of "C" or better or for non-graded course work, a satisfactory completion.
- b) Reimbursement: Copies of the grade report or certificate of completion, textbook receipts, and all other supporting documentation must be submitted to the Personnel Director before reimbursement can be made. Any person receiving funds from the Village for tuition assistance for courses in a degree program must remain in the employ of the Village for two (2) full years after the date of payment or reimburse the Village for the full amount of the tuition reimbursement. Any person receiving funds from the Village for tuition assistance for courses other than courses in a degree program must remain in the employ of the Village for one (1) full year after the date of payment or reimburse the Village for the full amount of the tuition reimbursement.

Educational assistance shall not be provided to an employee whose employment with the Village terminates prior to his completion of the course except where such termination occurs as a result of reduction in the work force.

ARTICLE 23 UNIFORM AND EQUIPMENT ALLOWANCE

Section 23.1. Quarter Master System.

The Village agrees that the current Quarter Master system shall stay in effect for the duration of this Agreement. Bargaining unit members who are assigned to the Patrol Division shall be required to wear black shoes or boots, as specified in the General Order regarding same, and the Employer shall reimburse such members of the bargaining unit for the cost of such shoes or boots which are required to be worn under the terms of this Section, up to \$125 per year, commencing May 1, 2016. Employees shall purchase the shoes or boots and shall be required to present a receipt to the Employer for reimbursement.

For bargaining unit members who are assigned to the Patrol Division and who choose to wear an outer vest carrier, the Village shall furnish the outer vest carrier at the time that such employee is provided a ballistic vest, and the Village shall provide one replacement outer vest carrier during the life of the ballistic vest, if needed.

Section 23.2. Detective Clothing Allowance.

Effective May 1, 2006, each officer assigned to conduct criminal investigations shall be paid a clothing allowance of six hundred fifty (\$650.00) dollars per year (pro rata if assigned for less than a full year), except that those officers who are assigned to criminal investigations that serve on a tactical unit (Special Operations) shall not receive a clothing allowance. The High School Liaison Officer shall receive the detective clothing allowance, for so long as such officer is required to wear plain clothes. Any other employee who is required to wear any clothing, other than the specified uniform, as the result of an assignment for at least three (3) months duration, shall receive one hundred fifty dollars (\$150.00) per year. Clothing allowances shall be paid in a separate check on July 1 of each year, and such payment shall be considered to be an advance for the fiscal year. If any employee requests and is reassigned from the Investigations Division during that fiscal year, the employee shall be required to reimburse the Village on a pro rata basis, and the Village is authorized to withhold the amount of such reimbursement from that officer's pay.

The Village shall make available and shall supply practice ammunition at the range, for the use of bargaining unit members exclusively at the range.

ARTICLE 24
HOURS OF WORK AND OVERTIME

Section 24.1. 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 24.2. Normal Workday and Work Week.

The normal workday shall consist of eight (8) hours (including a one-half (1/2) hour paid lunch period). Upon three (3) days notice to an employee, the Village may amend the normal workday to a ten (10) hour workday (including a one-half (1/2) hour paid lunch period); however, such amendments shall be limited for the purpose of creating "power shifts", tactical units or other special units, in addition to the regular eight (8) hour shifts in effect. The normal work week shall consist of forty (40) hours on seven (7) consecutive days commencing on Sunday.

Section 24.3. Normal Work Schedules.

For employees who work a rotating shift schedule (patrol division officers "6&2" schedule), a normal yearly work schedule shall have an employee on-duty for twenty (20) days and off-duty for eight (8) days on a 28-day shift cycle. Days-off shall be consecutive and shall not be canceled except by mutual agreement. This shall not apply to employees who work special assignments or are assigned to specialty units.

Section 24.4. Normal Work Cycle.

The normal work cycle shall be fourteen (14) days, which shall encompass two (2) normal work weeks and constitute a two (2) week pay cycle.

Section 24.5. Changes in the Normal Workday or Normal Work Cycle.

- (1) The schedule for each twenty-eight (28) day cycle shall be posted in writing not less than twenty-eight (28) days in advance, with a copy delivered simultaneously to the employees (*i.e.* the schedule for the third twenty-eight (28) day period of the year shall be posted and delivered prior to the end of the first twenty-eight (28) day period of that year; the schedule for the fourth prior to the end of the second, the fifth prior to the end of the third, and so forth).
- (2) Except as provided in paragraph (3) below, if an employee's shift schedule is changed after it has been posted and delivered to the bargaining unit employees, the Employer shall pay the employee at the overtime rate (one and one-half (1-1/2) times the regular rate of pay) for all hours of work that were changed from the originally posted and delivered schedule.
- (3) The Employer shall not be required to pay overtime solely as a result of changing an employee's posted and delivered work schedule where the change is the direct result of:
 - (a) an injury to another officer which the Employer reasonably anticipates will cause absences in excess of one (1) week (seven (7) calendar days); or
 - (b) another officer's pregnancy leave, resignation, retirement and/or discharge where the Employer had less than twenty-eight (28) days advance notice that the same would occur.

Upon the occurrence of an event described in subparagraphs 3(a) or 3(b) above, the Employer may change the posted work schedule of only one other employee per event pursuant to subparagraph 3(a) or 3(b) above for up to the remaining duration of the schedules that have been previously posted (no more than two (2) twenty-eight (28) day cycles) without having to pay overtime to the employee whose posted work schedule was changed. Upon an employee's return to duty, all affected employees shall revert to the schedules that were posted.

- (4) Employees may trade work days and/or days off, but an employee's work schedule shall not be involuntarily changed to accommodate other employees' trade or day off requests. Employees who are trading work days and/or days off shall present to their supervisor twenty-four (24) hours advance written notice of the days to be traded signed by each of the employees involved in the trade.
- (5) The Police Department shall, in November, post a preliminary schedule for the Patrol Division for the upcoming calendar year. The Department shall have the right, in creating this preliminary schedule, to utilize manpower staffing levels in a manner that reflects call activity based on the following shifts:

- Day Shift (0700-1500)
 - Day Power Shift (1100-1900)
 - Afternoon Shift (1500-2300)
 - Afternoon Power Shift (1900-0300)
 - Midnight Shift (2300-0700)
- (a) The Department maintains the right to alter shift hours by one hour (either earlier or later) to create early or late car assignments or to permit later weekend hours for power shift assignments.
- (b) This annual preliminary schedule shall be forwarded to the bargaining unit on or before November 15th. The bargaining unit shall poll its members to staff all positions identified on the preliminary schedule. The bargaining unit shall utilize the following criteria in the shift selection process.
- A bidding system (seniority based) by its members, and
 - Special medical accommodations required by either the Department's or the member's physician.
- (c) The bargaining unit shall provide a completed staffing selection preliminary schedule to the Department on or before December 15th. Should the bargaining unit fail to complete a staffing schedule on or before this date, the Department will then complete an annual preliminary schedule for the upcoming year utilizing the standard twenty-eight (28) day rotation schedule.
- (d) The employer will complete all probationary officers' schedules during the time period that they are assigned to a Field Training Officer.
- (7) Any shortages caused by the following, if staffed by the Employer, shall be filled by hiring back officers:
- (a) Vacations which occur between May 16 and October 14, which allow for a 2-day overlap, except that once the annual vacation picks are completed, the provisions of paragraph (6) above may be used to fill such vacancies, but only for a shift shortage of eight (8) hours, and a final annual schedule will then be issued.
- (b) Training, specialized assignments, or any other manpower shortage caused by the Employer.
- Notwithstanding the above, officers may volunteer to alter their preliminary annual schedule to accommodate any of the above items.
- (8) Officers reassigned to the Patrol Division from a specialty assignment.
- (a) Any officer assigned to a specialty assignment who voluntarily returns to the Patrol Division after the yearly patrol schedule is posted shall be placed into the patrol

schedule into an available spot at the Employer's discretion.

(b) Any officer assigned to a specialty assignment who is reassigned to the Patrol Division by the employer, after the yearly patrol schedule is posted, shall be allowed to bid on his/her shift based upon seniority.

- The most junior officer on the shift selected by the reassignment member shall be allowed to re-bid for another shift based on seniority.

(9) In no event shall an employee's schedule be altered or changed arbitrarily or capriciously and any change shall be in compliance with section 24.3, if applicable. Notwithstanding the foregoing, it is recognized that the normal workday of an employee assigned to the investigations division 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 workday with very little advance notice.

Section 24.6. Overtime Pay.

Employees shall be paid one and one-half (1-1/2) times their regular hourly rate of pay for all hours worked in excess of eighty (80) hours in a normal work cycle, provided that all compensated hours that are taken during the normal work week shall be counted as hours worked for the purpose of determining eligibility for overtime pay. Except in cases of suspensions, an employee's hours of work, as previously scheduled, shall not be reduced to avoid paying overtime. Employees who are required to "punch" a time clock shall be paid overtime for all time worked in excess of eighty (80) hours per work cycle, such overtime calculated to the nearest fifteen (15) minute increment.

Section 24.7. Court Time.

Effective December 5, 2013, for any day employees are required to make a court appearance(s) or be assigned "stand-by" duty 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 compensated for all hours they are required to be in court or available on "stand-by" duty outside their normal shift:

- (a) a minimum of two (2) hours compensation at the applicable rate of pay for "stand by", field court, grand jury or coroner's inquest appearances.
- (b) a minimum of three (3) hours compensation at the applicable rate of pay for any felony, misdemeanor or summary suspension court appearances, which includes preparation time and conferences with the Assistant State's Attorney (provided, if the officer's "stand by" becomes an in-court appearance, then the officer will receive four (4) hours minimum).

The following procedures shall apply for misdemeanor and felony court assignments or stand-by: Any employee who is required to contact misdemeanor and felony court, and upon doing so, who are advised:

- (a) not to appear for the day shall receive one (1) hour overtime pay only.
- (b) to standby shall receive overtime pay for all hours while on standby subject to the Employer's assignment, if required. Employees who are advised to stand-by for felony court and not misdemeanor court duty must notify the on-duty supervisor in order to determine if the Employer elects to assign the officer to other duties.

Section 24.8. 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 compensated for all such hours worked outside the normal shift, with a minimum of two (2) hours compensation for each instance.

Section 24.9. Travel to Training.

Employees will be compensated for travel to training as follows:

- (a) Officers who travel inside a twenty-mile radius from the Village Hall will receive a car or mileage in lieu of compensation for travel to training;
- (b) Officers may refuse to attend training which is outside the twenty-mile radius;
- (c) Travel to training in downstate Illinois or outside the State will be scheduled as part of the officer's normal work day.

Section 24.10. Compensatory Time.

The Employer agrees to grant compensatory time off in lieu of overtime payment at the employee's discretion and at the same overtime rate. Compensatory time off may be accumulated to a maximum of two hundred (200) hours. Employees who have accumulated more than two hundred (200) hours may not accumulate additional compensation time until they fall below two hundred (200) hours but may keep what they currently have accumulated on the record books or may cash in all hours in excess of two hundred (200). Compensatory time off shall be granted at the employee's request at such time and in such blocks as are mutually agreed between the employee and his immediate supervisor and/or division commander. Permission to use compensatory time shall not be unreasonably denied if operational needs will not be adversely affected. When compensatory time off is granted, the employee shall not be required to remain on "stand-by" status. When a request to use compensatory time is denied, the sergeant must articulate the reasons for the denial, and the officer shall have the right to an immediate review by the Patrol Commander (in addition to filing a grievance).

Section 24.11. Field Training Officers (FTO).

Field Training Officers shall receive one and one-quarter (1-1/4) hours pay at the regular rate for each day they are assigned a trainee, as compensation for the time required to complete paperwork while off-duty.

Section 24.12. Required Overtime.

The Chief of Police or his/her designee has the right to determine and require overtime and officers may not refuse overtime assignments. Overtime shifts may be split between two (2) officers, but full shifts take precedence over split shifts. Officers shall not volunteer nor be ordered to work more than sixteen (16) consecutive hours in one day, unless exigent circumstances exist. Should sixteen (16) consecutive hours be worked, officers are required to have eight (8) consecutive hours off, unless exigent circumstances exist. Overtime shall be offered by seniority within a division prior to offering the overtime to employees outside of the division by seniority, in accordance with the below procedures:

1. In the event it is necessary to hold an officer(s) over from a prior shift, or to call an officer(s) in early from the next shift, in the event of less than two (2) hours notice or for less than a four (4) hour block, selection will be requested by seniority from the officers on-duty on the off going shift (in the case of a hold over), or by seniority from the officers on the oncoming shift (in the case of an early call-in). If no officer(s) volunteers, and it should be necessary to order an officer(s) to stay or report early, a reverse seniority basis will be followed among available officers on the appropriate shift.
2. In the event that it is necessary to call in an officer(s) to work a shift regarding an overtime event with two (2) to twenty-four (24) hours notice, overtime will be offered by seniority to all officers within the patrol unit. Notification will be made via the Code Red system, unless any other method is mutually agreed upon. Any message left on the officers' voicemail or answering machine shall include the time of the available overtime shift and a time frame in which to respond to the request. The overtime slots will be assigned based upon seniority of the officers who have responded within the stated time limit. If no officer volunteers or if less officers volunteer than are needed, and it should be necessary to order an officer to work the overtime shift, selection shall be made on a reverse seniority basis from all available patrol division officers.
3. All other patrol unit shift overtime will be offered as far in advance as practical by posting sign-up sheets in roll call, and the selection of officer(s) will be based on seniority. If no officer(s) volunteer, and it should be necessary to order an officer(s) to report for duty, a reverse seniority basis will be followed among available officers from the .Patrol Division, provided no officer shall be required to work more than one of his regular days off (RDO's) within their normal work week. Selection will be made and assigned a minimum of three (3) days prior to the date of the shift overtime when practical.
4. When overtime is to be offered for special details (DUI Enforcement, Burglary

Patrols, etc.) the offering will be posted in the Roll Call room for a period of five (5) days (when practical), and the selection of officers to work will be based on the seniority of all officers who requested to work same, provided that no officer may sign up for more than twenty (20) hours of such special detail overtime in any work week, except for the Glendale Heights Fest, and unless otherwise mutually agreed. If no officer volunteers, reverse seniority of off-duty officers shall be used. On-call detectives are prohibited from working details other than Glendale Heights Fest. Selection and assignments will be made a minimum of three (3) days prior to the overtime detail (when practical).

No officer shall be required to work more than one of his regular days off (RDO's) within their normal work week. If no officer volunteers, the next least senior officer would be required to work.

5. The department reserves the right to offer overtime on a quickest response basis when necessary due to immediate necessity of additional manpower, due to weather or other immediate needs.
6. This article shall not apply to the call in of members who are needed to perform specialized activities (canine officers, evidence technicians, detectives, etc.).

Section 24.13. Independent Off-Duty Detail.

Independent off-duty details shall not be included in hours worked for the purposes of calculating overtime, provided that such work is performed solely at the employee's option. It is understood and agreed that independent off-duty detail work, though facilitated by the Village, is performed for a separate and independent employer. Such independent off-duty detail work shall be performed so as not to interfere with the duties performed by the employee on their normal work shift or as otherwise scheduled by the Village.

Such independent off-duty detail work shall be excluded by the Village in the calculation of the hours for which the employee is entitled to overtime compensation by the Village pursuant to Section 6 of Article 24 of this Agreement, provided that such work is performed solely at such employee's option, it is further understood that the parties intend that this independent off-duty detail work be performed pursuant to the terms of the exemption provided by Section 7(p)(1) of the Fair Labor Standards Act (29 USC 201 *et seq.*) and 29 CFR, Part 553.227.

The maximum amount charged by the Village to the independent employer shall be \$45.00 per hour (plus \$10.00 per hour if a squad car is assigned), of which \$40.00 per hour shall be paid to the employee working such detail; except that for any independent employer that has historically paid a flat fee for security work at a charitable bingo event, the Village may charge a flat fee of \$65.00 and the employee shall receive a flat fee of \$60.00 for such assignment. The Village shall retain the differential in fees charged to the independent employer and the rate of compensation paid to the employee as an administrative fee, as authorized by 29 CFR 553.227(d).

The Village shall issue further regulations regarding the procedures to be followed for volunteering for such special detail work, selecting which employee is assigned to such special

detail work, establishing procedures for collection of fees from the outside employer and further regulating such special detail work.

ARTICLE 25
EMPLOYEE TESTING

Section 25.1. Statement of Policy.

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

Section 25.2. Prohibitions.

Employees shall be prohibited from:

- (a) consuming or possessing alcohol or illegal drugs (unless in accordance with duty requirements) at any time during the workday or anywhere on any Village premises or job sites, including all Village buildings, properties, vehicles and the officer's personal vehicle while engaged in Village business;
- (b) illegally selling, purchasing or delivering any illegal drug (unless in accordance with duty requirements) during the workday or on the Employer's premises;
- (c) being under the influence of alcohol or illegal drugs during the course of the workday;
- (d) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking;
- (e) Marijuana remains an illegal, Schedule I dangerous drug under the Federal Controlled Substances Act; therefore, employees are prohibited from using, possessing or selling marijuana (except when acting as a law enforcement officer) or engaging in any other conduct that would violate the Federal Controlled Substances Act, including the use or possession of marijuana for medical purposes.

Section 25.3. Drug and Alcohol Testing Permitted.

Where the Village has reasonable suspicion to believe that an employee is then under the influence of alcohol or illegal drugs during the course of the workday, the Village shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. At least two (2) (non-bargaining unit) supervisory personnel, who are not members of the bargaining unit represented by the Local must articulate their reasonable suspicions concerning the affected employee prior to any order to submit to the testing authorized herein. The foregoing shall not limit the right of the Village to conduct tests as it may deem appropriate for persons seeking employment

as employees prior to their date of hire or for promotion. Additionally, the Village may conduct random testing, but no more than twice annually. If such random drug testing is performed at a time when a tested employee is not on duty, such employee shall be compensated at the employee's overtime rate, pursuant to the minimum provided for call-back, as provided in Section 24.8.

Section 25.4. Order to Submit to Testing.

At the time an employee is ordered to submit to testing authorized by this Agreement, the Village shall provide the employee with a written notice of the order, setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. Prior to taking the test, the employee shall be permitted to consult with a representative of the Labor Council and/or Local at the time the order is given, provided that the test shall not be delayed in excess of thirty (30) minutes after receipt of the order in order to provide complete consultation. No questioning of the officer shall be conducted with regard to any order to submit to a test without first affording the officer the right to Local and/or Labor Council representation and/or legal counsel. Refusal to submit to such testing may subject the employee to discipline, but the officer's taking of the test shall not be construed as a waiver of any objection of rights that he may have.

Section 25.5. Tests to be Conducted.

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

- (a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- (b) insure that the laboratory or facility selected conforms to all NIDA standards;
- (c) establish a chain of custody procedure for both the sample collection and testing that will insure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
- (d) collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved to do later testing if requested by the employee;
- (e) collect samples in such a manner as to preserve the individual employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample, except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable belief that the employee has attempted or may attempt to compromise the accuracy of the testing procedure;
- (f) confirm any sample that tests positive in the initial screening for drugs by testing

the second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;

- (g) provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the Village within seventy-two (72) hours of receiving the results of the test;
- (h) require that the laboratory or hospital facility report to the Village that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Village inconsistent with the understandings expressed herein (*e.g.* billings for testing that reveal the nature or number of tests administered), the Village will not use such information in any manner or forum adverse to the employee's interests;
- (i) require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of .021 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive. The foregoing standard shall preclude the Village from attempting to show that test results below .021 demonstrate that the employee was under the influence;
- (j) provide each employee tested with a copy of all information and reports received by the Village in connection with the testing and the results;
- (k) insure that no employee is the subject of any adverse employment action except emergency temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such emergency reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

Section 25.6. Right to Contest.

The Local and/or the employee, with or without the Local, 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. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Local.

Section 25.7. Voluntary Requests for Assistance.

The Village shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Village may require reassignment of the employee with pay. The Village shall make available through an Employee Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the Village, through whatever means, shall not be used in any manner adverse to the employee's interests, except reassignment as described above.

Section 25.8. Discipline.

In the first instance that an employee tests positive on both the initial and confirmatory test for drugs or is found to be under the influence of alcohol (with the exception of any employee who voluntarily seeks assistance with drug and/or alcohol related problems), such officer shall be subject to disciplinary action by the Village, but limited up to a thirty (30) day suspension. In addition, the employee shall be required to:

- (a) agree to appropriate treatment as determined by the physician(s) involved;
- (b) discontinue his use of illegal drugs or abuse of alcohol;
- (c) complete the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;
- (d) agree to submit to random testing during hours of work during the period of "after-care".

Employees who do not agree to or who do not act in accordance with the foregoing, or test positive a second or subsequent time for the presence of illegal drugs or alcohol during the hours of work shall be subject to discipline, up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the Village to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of a police officer or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employees shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence, at the employee's option, pending treatment. The foregoing shall not limit the Village's right to discipline officers for any other type of misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

ARTICLE 26
WAGES AND COMPENSATION

Section 26.1. Wages.

Effective May 1, 2015, May 1, 2016, and May 1, 2017, employees shall be paid in accordance with the pay scale listed in Section 3 below.

Section 26.2. Pay Progression.

Employees hired before January 1, 1998 shall move to the next higher level on the pay scale each May 1st, up until the highest level is reached, provided the employee has been at his current level for at least three (3) months (four (4) months for employees hired after May 1, 1992). Exception: employees during the first (1st) year of their probationary status shall not move to the next level until their anniversary date. Employees hired on or after January 1, 2000, shall move to the next higher level on the pay scale on each anniversary of their date of hire in addition to increases on May 1st as reflected in Section 26.3. Employees who are on disability leave of absence shall not

move to the next higher level on the pay schedule while on such disability leave, except that employees who are receiving compensation pursuant to the Public Employee Disability Act (5 ILCS 345/1).

Section 26.3. Pay Scale.

**FOP - PATROL
PAY PLAN
EFFECTIVE 05/01/15 - 04/30/18**

Positions	Prior 11/01/14 CONTRACT			Effective 05/01/15*			L-1	L-2	L-3	L-4	L-5	L-6	L-7	L-8	
	Min.	Mid.	Max.	Min.	Mid.	Max.	ENTRY	1st YR	2nd YR	3rd YR	4th YR	5th YR	6th YR	7th YR	
FOP - PATROL															
N- Police Officer	28.48	35.82	42.16	30.08	36.54	43.00	30.08	32.21	34.34	36.54	38.16	39.77	41.38	43.00	
Positions	05/01/16 CONTRACT			Effective 05/01/16**			L-1	L-2	L-3	L-4	L-5	L-6	L-7	L-8	
	Min.	Mid.	Max.	Min.	Mid.	Max.	ENTRY	1st YR	2nd YR	3rd YR	4th YR	5th YR	6th YR	7th YR	
FOP - PATROL															
N- Police Officer	30.08	36.54	43.00	30.08	37.08	44.08	30.08	32.39	34.70	37.08	38.83	40.58	42.33	44.08	
Positions	05/01/16 CONTRACT			Effective 05/01/17***			L-1	L-2	L-3	L-4	L-5	L-6	L-7	L-8	
	Min.	Mid.	Max.	Min.	Mid.	Max.	ENTRY	1st YR	2nd YR	3rd YR	4th YR	5th YR	6th YR	7th YR	
FOP - PATROL															
N- Police Officer	30.08	37.08	44.08	30.08	37.63	45.18	30.08	32.57	35.08	37.63	39.52	41.41	43.28	45.18	

*05/01/15: 2.0% INCREASE PER CONTRACT

**05/01/16: 2.5% INCREASE \$ AT TOP STEP, 0% AT STARTING AND EQUALIZING ALL STEP INCREASES PER CONTRACT

***05/01/17: 2.5% INCREASE \$ AT TOP STEP, 0% AT STARTING AND EQUALIZING ALL STEP INCREASES PER CONTRACT

Section 26.4. Detective Compensation.

Detectives who are required periodically to remain available for duty nine (9) hours per day

throughout the year shall be compensated one (1) hour pay at the regular rate for each day this requirement is enforced, for that individual, as compensation in lieu of lost overtime opportunities. If any other employee is similarly required to remain available for duty, the Employer and the Labor Council shall meet and negotiate the terms and/or compensation for such additional duty. This requirement shall not apply to officers assigned to DUMEG who shall continue to receive forty (40) hours compensation at the regular rate of pay per year, except for officers who are designated as a DUMEG supervisor. It is understood that merely being assigned a pager does not require additional compensation even though such employee is required to respond to being paged.

Section 26.5. Canine Officer (K-9).

Canine officers shall receive a minimum of one (1) hour compensation at the regular rate of pay, each day, whether on or off duty, even if the officer spends less than one-hour, for care and maintenance of the work dog, to include but not limited to: feeding, cleaning of kennel and dog, exercising, veterinarian care and grooming. The Employer shall reimburse for the cost of supplies, veterinarian care feeding, furnishing of kennel, etc. In the event a canine officer spends more than one (1) hour on any day for the care and maintenance of the work dog, said officer shall be responsible for notifying the Employer, not later than the next work day, in order to make a claim for additional compensation.

The duty shift of the canine officer may be adjusted to accommodate the one (1) hour of compensation (*i.e.* work a 7 hour day which counts as an eight (8) hour day) with the balance paid to the employee.

During the period of assignment the canine work dog shall remain the property of the Employer, however, when such time arrives when the canine work dog is no longer able to perform its duties, and subsequently retires, the canine officer shall have the option of purchasing said dog for the sum of one (\$1.00) dollar.

ARTICLE 27
DURATION

Section 27.1. Term of Agreement.

This Agreement shall be effective from May 1, 2015 and shall remain in full force and effect until April 30, 2018. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party no earlier than one hundred twenty (120) days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 27.2. Reopener.

The parties agree that if either side decides to re-open negotiations making any changes in the Agreement, the other party may so notify the other at least ninety (90) days and no more than one hundred twenty (120) days prior to the expiration of this Agreement or the extension thereof. In

the event such notice to negotiate is given, then the parties shall meet not later than ten (10) days after the date of receipt of such notice, or at such reasonable times as are agreeable to both parties for the purposes of negotiation. All notices provided for in the Agreement shall be served upon the other party by registered mail, return receipt requested. While negotiations for a successor agreement continue, the terms of this Agreement shall remain in full force and effect despite expiration of the term of this Agreement. Any impasses at said negotiations shall be resolved by invoking the procedures of Section 315/14 of the Illinois Public Labor Relations Act, as amended.

ARTICLE 28
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 29
RETIREMENT COMPENSATION

Any employee who is separated from the Village in good standing shall receive either:

- 1) Two (2) months severance, if employed as a sworn police officer by the Village at least fifteen (15) years, or
- 2) Three (3) months severance, if employed as a sworn police officer by the Village at least twenty-five (25) years.

ARTICLE 30
RESIDENCY

During the term of this Agreement, employees in the bargaining unit who were hired prior to April 21, 1983, will not be required to reside within any set boundaries of the Village. Employees who were hired on or after April 21, 1983, shall be required to reside within a 20 mile radius of the Village or within the corporate limits of any incorporated city or Village that such 20 mile radius dissects.

ARTICLE 31
PHYSICAL FITNESS STANDARDS

The Village shall implement annual physical fitness standards during the term of this Agreement which shall be the same as those issued by the Illinois Law Enforcement Training & Standards Board. A copy of such standards is attached hereto as Appendix "D." Employees shall not be required to meet such standards, but any employee who volunteers to participate in the Physical Fitness Program who meets such standards shall receive eight (8) hours of regular pay in a

lump sum payment. Employees who volunteer to participate in such program and who fail to meet the fitness standards shall not be subject to discipline on account of such failure. The Village reserves the right to require each member to submit to a medical examination on an annual basis. For the years 2010 and 2011 only, the physical fitness stipend shall be paid in compensatory time. On May 1, 2012, the payment of eight (8) hours of regular pay shall resume.

ARTICLE 32 **RESTRICTED DUTY**

Employees in the bargaining unit shall be permitted to work restricted duty if available in the event that they sustain an illness or injury, provided, however, employees suffering work related illness or injury shall have precedence over, and may bump, employees suffering non-work related illness or injury, in the event there is insufficient restricted duty work available. Such employees shall further be required to return to regular duty when the employee is deemed medically able by the employee's doctor and/or the Employer's doctor.

Such restricted duty for non-work related illness or injury shall be limited to no more than 6 months in duration and is only available in those cases where a return to full duty within this maximum 6 month period is reasonably anticipated by the employee's doctor and/or the Employer's doctor.

ARTICLE 33 **NON-DISCRIMINATION**

Section 33.1. Equal Employment Opportunity.

The Employer will continue to provide equal employment and promotional opportunity for all employees covered by this Agreement and will not discriminate in regard to color, race, sex, religion, age, disability or national origin. The Employer will also not discriminate against employees as a result of membership in the Council. Grievances under this Article may be processed up to but not including arbitration. Employees dissatisfied with the grievance may seek redress from the appropriate administrative agency.

Section 33.2. Use of Masculine Pronoun.

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

ARTICLE 34 **PERSONNEL POLICIES**

The Personnel Policies heretofore adopted by the Employer on November 3, 1994, and amended shall remain in effect for all covered employees except as specifically modified by this Agreement. In the event of a conflict between the Personnel Policies and the terms of this Agreement, this Agreement shall supersede the Personnel Policies. The Employer reserves the right

to make, alter and enforce reasonable Personnel Policies except as modified herein.

ARTICLE 35
PRODUCTIVITY STANDARDS

The Employer and Council shall meet once annually to determine the guidelines for productivity standards and/or revise the existing standards. A Production Committee of Council representatives shall be elected by the membership and consist of not more than five (5) employees, a minimum of three (3) of which shall be employees affected by general patrol category. The Production Committee shall meet as often as needed to discuss standards and make recommendations to the Employer at the annual meetings. The Employer shall have final authority to establish such productivity standards and guidelines. Any member of the Production Committee shall be compensated at the applicable rate of pay for attendance at the annual meeting with the Employer, but shall not be compensated for attendance at other Production Committee meetings.

ARTICLE 36
COMPLETE AGREEMENT

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 within 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. Therefore, the Employer and the Union, for the life 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 by this Agreement.

[SIGNATURE PAGE FOLLOWS IMMEDIATELY]

IN WITNESS THEREOF, the parties hereto have affixed their signatures this 3rd day of March, 2016

VILLAGE OF GLENDALE HEIGHTS

ILLINOIS FRATERNAL ORDER
POLICE LABOR COUNCIL

By: Sharon Sullivan ^{Deputy Mayor}
Village President

By: [Signature]
Labor Council Representative

By: _____
Employer Representative

By: [Signature]
Bargaining Unit Representative

By: _____
Employer Representative

By: [Signature]
Bargaining Unit Representative

By: _____
Employer Representative

By: _____
Bargaining Unit Representative

By: _____
Employer Representative

By: _____
Bargaining Unit Representative

Attest: Marie Schmidt, by: Roger Mahina
Village Clerk, Deputy Clerk

By: _____
Bargaining Unit Representative

Date: 3/3/2016



APPENDIX A

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

I, _____ hereby authorize my Employer, _____,
to deduct from my wages the 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.

Date: _____

Signed: _____

Address: _____

City: _____

State: _____ Zip: _____

Phone(s): _____

Please remit all dues deductions to:

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

APPENDIX B
INDEMNITY/PPO PLAN

Maximum Lifetime Benefits	\$1,000,000 inclusive of Mental Health, Alcoholism and Chemical Dependency treatments
Maximum Annual Benefit	Private Duty Nursing Expenses \$10,000
Maximum Annual Out-of-Pocket Expenses	Individual \$1,500 / Family \$3,000
Deductible	\$250 for individual/\$750 for family Accumulation for one year

Benefit Percentages	<u>PPO</u>	<u>Non-PPO</u>
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Basic Coverage

Hospital Room and Board Expenses		
- with authorization	90%	70%
- without authorization		40%
Surgery Expenses		
- with authorization	90%	70%
- without authorization		40%
Doctor Fee for 2nd Surgical opinion	100%	70%
Outpatient Surgical Expenses	100%	70%
Pre-admission Testing	100%	70%
Home Health Care Expenses	100%	70%
Hospice Care Expenses	100%	70%
Birthing Center Expenses	100%	70%
Extended Care Facilities Expenses	100%	70%

Mental Health/Alcoholism/Chemical Dependency (Authorized)

Dependency Treatment/Inpatient		
- with authorization	90%	70%
- without authorization		40%
Dependency Treatment/Out Patient	50%	50%
Prescription Drug Expenses	80%	70%

Covered Expenses

Well-Child Routine Health Screening	six in first 12 months
-------------------------------------	------------------------

Additional Requirements

Pre-existing Conditions Coverage	limits only up to first 12 months
Ambulance Transportation	to nearest hospital

HMO PLAN

Maximum Lifetime Benefits

\$1,000,000 inclusive of Mental Health,
Alcoholism and Chemical Dependency
treatments

Deductible

\$0

APPENDIX C
GRIEVANCE FORM

APPENDIX D
ILLINOIS LAW ENFORCEMENT TRAINING & STANDARDS BOARD

What Are the Standards?

- The actual performance requirement for each test is based upon norms for a national population sample.
- The applicant must pass every test.
- The required performance to pass each test is based upon age (decade) and sex. While the absolute performance is different for the eight categories, the relative level of effort is identical for each age and sex group. All recruits are being required to meet the same percentile range in terms of their respective age/sex group. The performance requirement is that level of physical performance that approximates the 40th percentile for each age and sex group.

POWER CHART

TEST	MALE				FEMALE			
	20-29	30-39	40-49	50-59	20-29	30-39	40-49	50-59
Sit and Reach	16.0	15.0	13.8	12.8	18.8	17.8	16.8	16.3
1 Minute Sit-Up	37	34	28	23	31	24	19	13
Maximum Bench Press Ratio	.98	.87	.79	.70	.58	.52	.49	.43
1.5 Mile Run	13.46	14.31	15.24	16.21	16.21	16.52	17.53	18.44

MEMORANDUM OF UNDERSTANDING

In exchange for the mutual promises and consideration contained herein, this Memorandum of Understanding is entered into between the VILLAGE OF GLENDALE HEIGHTS, ILLINOIS (hereinafter referred to as "Employer") and the ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL, representing LOCAL 52 (hereinafter referred to as the "Union"). By this Memorandum of Understanding, the Employer and the Union agree as follows:

I. AGREEMENT

The parties hereto have reached tentative agreements to modify the following provisions within the collective bargaining agreement with a term of May 1, 2013 through April 30, 2015 (hereinafter referred to as the "Expired Contract"):

A. Section 16.1. Sick Leave.

Sick leave shall be credited to all regular employees at the rate of eighty (80) hours per year, as of January 1 of each calendar year. Sick leave may be accumulated up to a maximum of 1,000 hours. After December 31, 2013, any employee who has accrued 1,000 hours of sick leave shall be entitled to a payment for such accrued sick leave earned but unused in that given year in excess of 1,000 hours, at the rate of 100% per day of sick leave, and such payment shall be deposited into the employee's RHS account.

Sick leave shall not be considered as a privilege which employees may use at their discretion but shall be allowed only in case of:

- (a) Necessity and actual sickness or disability of the employee.
- (b) Because of illness, birth or death in his immediate family.
- (c) To meet dental and/or medical appointments.
- (d) To take physical examinations or other sickness prevention measures.

To receive compensation while absent on sick leave, an officer shall notify the communications center at least sixty (60) minutes before the officer's shift shall begin unless excused by the Division Commander. When absent claiming sick leave on three (3) or more consecutive duty days an officer may be required to file a physician's statement.

Any employee who is absent from work for sickness on three (3) or more consecutive duty days may be required to provide a physician's certificate indicating that the employee is able to resume normal work duties.

B. Section 16.3. Sick Leave At Time of Separation.

If an employee has unused accrued sick time when separated in good standing by the Village, the following guide for the unused accrued sick time should be used:

- (a) A full time employee who has five (5) years of service but less than ten (10) years of service is entitled to a cash payment of unused accrued sick time at the rate of one-half (1/2) hour per accrued hour of sick leave, not to exceed two hundred forty (240) full hours of pay at the employee's current rate of pay.
- (b) A full time employee who has between ten (10) and less than fifteen (15) years of service is entitled to a cash payment of unused accrued sick time at the rate of one-half (1/2) hour per accrued hour of sick leave, not to exceed four hundred eighty (480) full hours of pay at the employee's current rate of pay.
- (c) All employees with at least fifteen (15) years of service shall deposit the value of 50% of accumulated sick leave into a Retirement Health Savings Plan ("RHS Plan") at separation from the Employer at their current rate of pay.
- (d) All employees hired before May 1, 2010, with at least twenty (20) years as a sworn police officer of the Village shall, in lieu of paragraph (c) above, if separated in good standing from the Village, be entitled to a payment of accrued sick leave, not to exceed 1,000 hours, at 100% of their hourly rate of pay, such payments to be deposited into the Employee's RHS account, at the time of separation from employment.

C. Section 16.5 Sick Leave Incentive.

Employees covered by this Agreement shall be entitled to compensation from the Employer for unused sick hours, according to the following conditions: To be eligible for compensation, an employee must have accrued two (2) times the number of sick hours available for buyback. An employee can request compensation for no more than one-half (1/2) of the sick hours which have been earned during that year of service. The Employer shall establish the date for buyback of sick hours, and the employee shall be entitled to be compensated at fifty percent (50%) of the employee's then current rate of pay for each sick hour turned back to the Employer. Any officer who seeks to receive compensation pursuant to this paragraph shall be required to notify the Human Resources Department in writing prior to the second payroll in January of that officer's intention to buy back unused sick hours.

D. Section 18.1. Holidays.

The following days shall be recognized as holidays:

New Years Day	Christmas Eve
Presidents Day	Veterans Day
Memorial Day Observed	Thanksgiving Day
Independence Day	Day after Thanksgiving
Labor Day	Christmas Day

E. Section 18.2. Holiday Time.

- (a) On the first day of each calendar year, officers shall be credited with eight (8) hours of Holiday Time for each of the holidays specified in Section 18.1 of this Agreement (80 hours annually). Holiday Time shall be placed in a separate Holiday Time bank. Requests to use Holiday Time for time off may be made only for one or more of the holidays specified in Section 18.1 (the day of the actual holiday, not the date on which the holiday may otherwise be observed) that such employee was scheduled to work. Requests to use Holiday Time on a holiday may be submitted in conjunction with the annual vacation picks, provided that such holiday is contiguous to a vacation selection. Otherwise, all requests to use Holiday Time on a holiday must be submitted in writing no more than thirty (30) days and at least seven (7) days prior to the date requested, and such requests to use Holiday Time shall be subject to manpower limitations. Except for Holiday Time granted in conjunction with the annual vacation picks, all requests to use Holiday Time shall be determined on a first come basis, with seniority being the deciding factor, if the Village must choose between multiple requests submitted for use on the same date for the identical time off. In addition, requests to use Holiday Time on Christmas or Christmas Eve must be submitted prior to December 1st of each year. Any use of Holiday Time shall be deducted from the Holiday Time bank (e.g., 80 hours), based on hour for hour of the Holiday Time utilized by such officer. Holiday Time may not be carried over past December 31, and any remaining Holiday Time that was not used for time off on a holiday specified in Section 18.1 shall be paid to the employee by separate check prior to the end of the calendar year, at the employee's regular rate of pay.
- (b) Employees who separate from the Department or bargaining unit prior the end of the calendar year shall be paid for unused Holiday Time on a prorated basis, based upon the number of holidays which have occurred prior to the date of separation.
- (c) Employees assigned to the Investigations Division (*i.e.*, detectives; special operations; school resource officers; DEA; and DUMEG) will have their holidays scheduled off by the Employer and such applicable time will be deducted from their Holiday Time bank.

- (d) Employees who work on any holiday specified in Section 18.1, whether regularly scheduled or called in to work, shall be paid a rate of double time for all hours worked on such holiday. ("Hours worked on a holiday" shall be defined as hours worked, if the shift or overtime assignment began on such holiday.)

F. **Section 18.4. Personal Time.**

All employees covered by the terms of this Agreement shall also receive thirty-two (32) hours of personal time each calendar year. All requests for personal time must be submitted in writing no more than thirty (30) days in advance and at least seven (7) days prior to the date requested, unless the selection is made in conjunction with a vacation pick and the personal time is contiguous to a vacation selection. Except as described above, all personal time shall be selected on a first-come basis, with seniority being the deciding factor only if the Village must choose between multiple requests submitted on the same date for the identical time-off. Personal leave shall be used in no less than four (4) hour increments, unless the use of personal time is pursuant to section 24.9(d), or if an employee has less than four (4) hours of personal time remaining, the employee must use all remaining personal time. Permission to use personal time shall not be unreasonably denied if operational needs will not be adversely affected. Minimum manning requirements shall not be determinative on this issue. When personal time off is granted, the Employer shall not require an employee to remain on standby status, unless the employee is required to appear in court. However, if the employee contacts the State's Attorney's Office and receives permission to be absent from court, the employer shall not require the employee to remain on standby status.

G. **Section 19.1. Vacation Accrual.**

All employees in the bargaining unit shall earn vacation leave on the basis of their years of service as an employee of the Village of Glendale Heights. All employees in the bargaining unit shall accrue their vacation time in a lump sum at the beginning of each calendar year. Those employees who reach their anniversary date during a year in which they are entitled to an increase in vacation time must take such time after their anniversary date, but may nonetheless carry over such time to the next calendar year for up to twelve (12) months from the anniversary date with notice to the Chief of Police. Otherwise an employee shall use his vacation time within the calendar year and may not carry such time over without express permission of the Chief of Police. Employees who are receiving a disability pension shall not receive credit for additional service as an employee while such employee is on disability leave until such employee returns to active duty.

Employees shall be entitled to vacation time with pay under the following schedule:

<u>LENGTH OF SERVICE</u>	<u>Vacation Time EARNED</u>
0 Through 4 Years	80 hours
5 Through 9 Years	120 hours
10 Through 14 Years	160 hours
15 Through 19 Years	200 hours
20 Years and Up	240 hours

H. **Section 19.2. Vacation Scheduling.**

Vacation schedules shall require prior approval by the Employer. Officers covered by this Agreement shall request the periods of their annual vacation on the basis of seniority, with the most senior officers having priority selections, provided that only one employee from the same shift team will be allowed off on vacation at the same time, except that no vacation shall be permitted during Glendale Heights Fest.

Once approved, vacations shall not be canceled absent emergency condition and the selection process shall not be affected by the vacations of non-bargaining unit employees. The Employer agrees to post an annual schedule on December 1st each year, and to permit officers to commence vacation selections on January 1st thereafter. Employees shall be required to select their vacation days within four (4) consecutive duty days or be bumped to the bottom of the selection rotation. Employees may utilize vacation in single day increments, provided, full week selections shall take precedence over single day selections. Although the Employer reserves the right to cancel any vacation for emergency reasons, the Employer shall reimburse any employee whose vacation was canceled for all documented, unreimbursable, economic losses.

Except as provided in Section 19.1 regarding the year of an increase in vacation time, vacation time must be used within the calendar year in which they are awarded, or else they shall be forfeited. Notwithstanding the above, an employee may request that he/she be permitted to carry-over not more than forty (40) vacation hours into the first three (3) months of the next calendar year, and if the request is approved by the Chief of Police or his/her designee, such vacation hour(s) must be used by March 31st or else shall be forfeited. When approved by the Chief of Police, an employee may request to "float" (not schedule during the annual vacation selection period), up to forty (40) vacation hours to be scheduled and used during that calendar year.

I. **Section 24.2. Normal Workday and Work Week.**

The normal workday for the Patrol Division shall consist of either ten (10) hour shifts (including ½ hour paid lunch period) or twelve (12) hour shifts (including a ¾ hour paid lunch period). The normal work day for employees assigned to the Investigations Division shall consist of eight (8) hours (including a one-half (1/2) hour paid lunch period). The normal work week shall consist of forty (40) hours over seven (7) consecutive days commencing on Sunday for those officers working a ten (10) hour patrol schedule. The normal work week shall consist of either a rotating thirty-six (36) hours and forty-eight (48) hours, or thirty-six (36) hours and forty-four (44) hours (i.e.,

including an eight (8) hour day in cycle scheduled by Employer) over seven (7) consecutive days commencing on Sunday for those officers working a twelve (12) hour patrol schedule. The normal work week for employees assigned to the Investigations Division shall consist of forty (40) hours over seven (7) consecutive days commencing on Sunday.

J. **Section 24.3. Normal Work Schedules.**

For employees in the Patrol Division who work a ten (10) hour shift, a normal work schedule shall have an employee on-duty for sixteen (16) days and off-duty for twelve (12) days within a twenty-eight (28) day shift cycle. For employees in the Patrol Division who work a twelve (12) hour shift, a normal work schedule shall have an employee on-duty for fourteen (14) days and off-duty for fourteen (14) days in a twenty-eight (28) day shift cycle. Days off shall be consecutive and shall not be canceled, except by mutual agreement. This shall not apply to employees who work special assignments or who are assigned to specialty units.

K. **Section 24.4. Normal Work Cycle.**

For FLSA purposes, the normal work period shall be fourteen (14) days, which shall encompass two (2) normal work weeks and constitute a two (2) week pay cycle.

L. **Section 24.5. Changes in the Normal Workday or Normal Work Cycle.**

- (1) The schedule for each twenty-eight (28) day cycle shall be posted in writing not less than twenty-eight (28) days in advance, with a copy delivered simultaneously to the employees (*i.e.* the schedule for the third twenty-eight (28) day period of the year shall be posted and delivered prior to the end of the first twenty-eight (28) day period of that year; the schedule for the fourth prior to the end of the second, the fifth prior to the end of the third, and so forth).
- (2) Except as provided in paragraph (3) below, if an employee's shift schedule is changed after it has been posted and delivered to the bargaining unit employees, the Employer shall pay the employee at the overtime rate (one and one-half (1-1/2) times the regular rate of pay) for all hours of work that were changed from the originally posted and delivered schedule.
- (3) The Employer shall not be required to pay overtime solely as a result of changing an employee's posted and delivered work schedule where the change is the direct result of:
 - (a) an injury to another officer which the Employer reasonably anticipates will cause absences in excess of one (1) week (seven (7) calendar days); or

- (b) another officer's pregnancy leave, resignation, retirement and/or discharge where the Employer had less than twenty-eight (28) days advance notice that the same would occur.

Upon the occurrence of an event described in subparagraphs 3(a) or 3(b) above, the Employer may change the posted work schedule of only one other employee per event pursuant to subparagraph 3(a) or 3(b) above for up to the remaining duration of the schedules that have been previously posted (no more than two (2) twenty-eight (28) day cycles) without having to pay overtime to the employee whose posted work schedule was changed. Upon an employee's return to duty, all affected employees shall revert to the schedules that were posted.

- (4) Employees may trade work days and/or days off, but an employee's work schedule shall not be involuntarily changed to accommodate other employees' trade or day off requests. Employees who are trading work days and/or days off shall present to their supervisor twenty-four (24) hours advance written notice of the days to be traded signed by each of the employees involved in the trade.
- (5) The Police Department shall, in November, post a preliminary schedule for the Patrol Division for the upcoming calendar year. The Department shall have the right, in creating this preliminary schedule, to utilize manpower staffing levels in a manner that reflects call activity based on the following shifts:
- Day Shift (0700-1900)
 - Day Power Shift (1100-2100)
 - Afternoon Power Shift (1600-0200)
 - Night Shift (1900-0700)
- (a) The Department maintains the right to alter shift hours by one hour (either earlier or later) to create early or late car assignments or to permit later weekend hours for power shift assignments.
- (b) This annual preliminary schedule shall be forwarded to the bargaining unit on or before November 15th. The bargaining unit shall poll its members to staff all positions identified on the preliminary schedule. The bargaining unit shall utilize the following criteria in the shift selection process.
- A bidding system (seniority based) by its members, and
 - Special medical accommodations required by either the Department's or the member's physician.
- (c) The bargaining unit shall provide a completed staffing selection preliminary schedule to the Department on or before December 15th. Should the bargaining unit fail to complete a staffing schedule on or before this date, the Department will then complete an annual

preliminary schedule for the upcoming year utilizing the standard twenty-eight (28) day rotation schedule.

- (d) The employer will complete all probationary officers' schedules during the time period that they are assigned to a Field Training Officer.
- (6) The bargaining unit shall identify one (1) member from each team working the twelve (12) hour day and night shifts and one (1) member from each team working the ten (10) hour afternoon power shift (six (6) officers total) whose shifts may be altered from the preliminary annual schedule to address changing manpower needs for the final twenty-eight (28) day schedule as required by section 24.5(1). (Officers outside these identified six (6) employees may volunteer to alter their annual schedule.)

To maintain staffing needs, these six (6) identified officers may be moved from their regularly assigned shifts in order to fill manpower shortages. The most junior identified officer on each of the three (3) shifts will be utilized as the officer to be moved to another shift. When the most junior officer is unavailable, the next junior identified officer will be utilized. An officer will not be moved off of his/her regularly assigned shift if the other shifts meet minimum manpower requirements.

- (7) Any shortages caused by the following, if staffed by the Employer, shall be filled by hiring back officers:
 - (a) Vacations which occur between May 16 and October 14, which allow for a 2-day overlap, except that once the annual vacation picks are completed, the provisions of paragraph (6) above may be used to fill such vacancies, but only for a shift shortage of eight (8) hours, and a final annual schedule will then be issued.
 - (b) Training, specialized assignments, or any other manpower shortage caused by the Employer.

Notwithstanding the above, officers may volunteer to alter their preliminary annual schedule to accommodate any of the above items.

- (8) Officers reassigned to the Patrol Division from a specialty assignment.
 - (a) Any officer assigned to a specialty assignment who voluntarily returns to the Patrol Division after the yearly patrol schedule is posted shall be placed into the patrol schedule into an available spot at the Employer's discretion.
 - (b) Any officer assigned to a specialty assignment who is reassigned to the Patrol Division by the employer, after the yearly patrol schedule is posted, shall be allowed to bid on his/her shift based upon seniority.

- The most junior officer on the shift selected by the reassignment member shall be allowed to re-bid for another shift based on seniority.

- (9) In no event shall an employee's schedule be altered or changed arbitrarily or capriciously and any change shall be in compliance with section 24.3, if applicable. Notwithstanding the foregoing, it is recognized that the normal workday of an employee assigned to the investigations division 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 workday with very little advance notice.

M. **Section 24.6. Overtime Pay.**

- (a) For FLSA purposes, overtime shall be paid for all hours worked in excess of eighty-four (84) hours in a fourteen (14) day work period. In addition, for any employee who is scheduled to work eighty (80) hours in a fourteen (14) day work period, such employee shall receive overtime compensation for any hours worked in excess of eighty (80) hours in a fourteen (14) day work period.

Employees who are assigned to twelve (12) hours shifts shall receive four (4) hours of other compensatory time at straight time (hour for hour) ("Other Compensation Time") in lieu of pay for such hours, in any fourteen (14) day work period that such employee works eighty-four (84) regularly scheduled hours. Other Compensatory Time will be accumulated in accordance with Section 24.10.

Example: (1) If an employee was scheduled to work 80 hours, but works 84 hours, such employee earns 80 hours of regular pay and 4 hours at the overtime rate. (2) If an employee was scheduled to work 84 hours in a 14 day work period and actually works 84 hours, such employee earns 4 hours of Other Compensatory Time and 80 hours of regular pay. (3) If an employee was scheduled to work 84 hours, but works 86 hours, such employee earns 80 hours at regular pay, 4 hours of Other Compensatory Time (hour for hour) and 2 hours of pay at the overtime rate.

- (b) Employees shall be paid one and one-half (1-1/2) times their regular hourly rate of pay as overtime pay, provided that all compensated hours that are taken during the normal work week shall be counted as hours worked for the purpose of determining eligibility for overtime pay. Except in cases of suspensions, an employee's hours of work, as previously scheduled, shall not be reduced to avoid paying overtime. Overtime shall be calculated to the nearest fifteen (15) minute increment.

N. Section 24.9. Training.

Employees will be compensated for travel to training as follows:

- (a) Officers who travel from the Village Hall will receive a car or mileage in lieu of compensation for travel to training;
- (b) Officers may refuse to attend training which is outside the twenty-mile radius;
- (c) Travel to training in downstate Illinois or outside the State will be scheduled as part of the officer's normal work day.
- (d) For an officer assigned to training, the work day shall begin at class start time and shall continue for a period of time commensurate with the length of the employee's regularly assigned shift. Officers may return to work, use Other Compensatory Time or any other benefit time for training classes that end short of their regularly assigned shift hours (*i.e.*, 10, 12 hour shifts). 40 hour classes will result in a five day week being worked with no other adjustments required (*i.e.*, employees assigned to 10 or 12 hour shifts will attend classes for 40 hours and no additional work or any benefit time will be required).

O. Section 24.10. Compensatory Time.

- (a) The Employer agrees to grant compensatory time off in lieu of overtime payment at the employee's discretion and at the same overtime rate. Compensatory time off (not including Other Compensatory Time) may be accumulated to a maximum of two hundred (200) hours. Employees who have accumulated more than two hundred (200) hours may not accumulate additional compensatory time until they fall below two hundred (200) hours but may keep what they currently have accumulated on the record books or may cash in all hours in excess of two hundred (200). Compensatory time and Other Compensatory Time off shall be granted at the employee's request at such time and in such blocks as are mutually agreed between the employee and his immediate supervisor and/or division commander. Permission to use compensatory time and Other Compensatory Time shall not be unreasonably denied if operational needs will not be adversely affected. When any compensatory time off (including Other Compensatory Time) is granted, the employee shall not be required to remain on "stand-by" status. When a request to use any compensatory time (including Other Compensatory Time) is denied, the sergeant must articulate the reasons for the denial, and the officer shall have the right to an immediate review by the Patrol Commander (in addition to filing a grievance).

(b) Other Compensatory Time earned as a result of section 24.6 may be accumulated with the following stipulations:

- (i) Other Compensatory Time may be accumulated up to a maximum of twelve (12) hours.
- (ii) When Other Compensatory Time exceeds twelve (12) hours, the Employer will schedule Other Compensatory Time off for the employee at the Employer's discretion for all hours in excess of twelve (12) hours.
- (iii) A maximum of twelve (12) hours of Other Compensatory Time may roll into the next calendar year.
- (iv) Upon separation from the Department the employee shall be compensated at the applicable regular rate of pay for any hours remaining in the Other Compensatory Time bank.

P. Section 24.11. Field Training Officers (FTO).

- (a) Field Training Officers working a twelve (12) hour shift shall receive one and three-quarter (1-3/4) hours pay at the regular rate for each day they are assigned a trainee, as compensation for the time required to complete paperwork while off-duty.
- (b) Field Training Officers working a ten (10) hour shift shall receive one and one-half (1-1/2) hours pay at the regular rate for each day they are assigned a trainee, as compensation for the time required to complete paperwork while off-duty.

Q. Section 24.12. Required Overtime.

The Chief of Police or his/her designee has the right to determine and require overtime and officers may not refuse overtime assignments. Overtime shifts may be split between two (2) officers, but full shifts take precedence over split shifts. Officers shall not volunteer nor be ordered to work more than sixteen (16) consecutive hours in one day, unless exigent circumstances exist. Should sixteen (16) consecutive hours be worked, officers are required to have eight (8) consecutive hours off, unless exigent circumstances exist. Overtime shall be offered by seniority within a division prior to offering the overtime to employees outside of the division by seniority, in accordance with the below procedures:

1. In the event it is necessary to hold an officer(s) over from a prior shift, or to call an officer(s) in early from the next shift, in the event of less than two (2) hours notice or for less than a four (4) hour block, selection will be requested by seniority from the officers on-duty on the off going shift (in the case of a hold over), or by seniority from the officers on the

oncoming shift (in the case of an early call-in). If no officer(s) volunteers, and it should be necessary to order an officer(s) to stay or report early, a reverse seniority basis will be followed among available officers on the appropriate shift.

2. In the event that it is necessary to call in an officer(s) to work a shift regarding an overtime event with two (2) to twenty-four (24) hours notice, overtime will be offered by seniority to all officers within the patrol unit. Notification will be made via the Code Red system, unless any other method is mutually agreed upon. Any message left on the officers' voicemail or answering machine shall include the time of the available overtime shift and a time frame in which to respond to the request. The overtime slots will be assigned based upon seniority of the officers who have responded within the stated time limit. If no officer volunteers or if less officers volunteer than are needed, and it should be necessary to order an officer to work the overtime shift, selection shall be made on a reverse seniority basis from all available patrol division officers.
3. All other patrol unit shift overtime will be offered as far in advance as practical by posting sign-up sheets in roll call, and the selection of officer(s) will be based on seniority. If no officer(s) volunteer, and it should be necessary to order an officer(s) to report for duty, a reverse seniority basis will be followed among available officers from the Patrol Division on the affected shift, provided no officer shall be required to work more than one of his regular days off (RDO's) within their normal work week. Selection will be made and assigned a minimum of three (3) days prior to the date of the shift overtime when practical.
4. When overtime is to be offered for special details (DUI Enforcement, Burglary Patrols, etc.) the offering will be posted in the Roll Call room for a period of five (5) days (when practical), and the selection of officers to work will be based on the seniority of all officers who requested to work same, provided that no officer may sign up for more than twenty (20) hours of such special detail overtime in any work week, except for the Glendale Heights Fest, and unless otherwise mutually agreed. If no officer volunteers, reverse seniority of off-duty officers shall be used. On-call detectives are prohibited from working details other than Glendale Heights Fest. Selection and assignments will be made a minimum of three (3) days prior to the overtime detail (when practical).

No officer shall be required to work more than one of his regular days off (RDO's) within their normal work week. If no officer volunteers, the next least senior officer would be required to work.
5. The Department reserves the right to offer overtime on a quickest response basis when necessary due to immediate necessity of additional manpower, due to weather or other immediate needs.

6. This article shall not apply to the call in of members who are needed to perform specialized activities (canine officers, evidence technicians, detectives, etc.).

II. IMPLEMENTATION OF TENTATIVE AGREEMENTS

The parties agree to implement the tentative agreements set forth hereinabove for calendar year 2016, regardless of the fact that other contract provisions remain in dispute, and the parties have not yet reached final agreement on all of the terms of a successor agreement to the Expired Contract. The parties acknowledge that such tentative agreements shall not preclude additional bargaining regarding any such TA'd sections listed above that may have been included in either party's original proposals (i.e., Union's proposal of August 28, 2015, and Employer's proposal of September 21, 2015). The parties also acknowledge that other tentative agreements that may have been reached by the parties, if not listed hereinabove, shall not be implemented until a successor agreement has been executed by the parties hereto, or unless otherwise provided in writing by the parties.

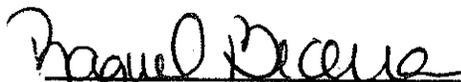
III. DISPUTES

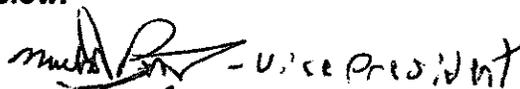
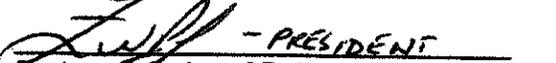
Due to the experimental nature of the new work schedule outlined in this Memorandum of Understanding, any disputes regarding the implementation of the new work schedule shall not be subject to the grievance procedure set forth in Article 7 of the Agreement, but shall be discussed pursuant to the provisions of Article 8, Labor Management Conferences, of the Agreement.

IV. EXPIRATION OF TENTATIVE AGREEMENTS

The new work schedule outlined in the above tentative agreements is intended to be implemented on an experimental basis for calendar year 2016. Therefore, the tentative agreements set forth in this Memorandum of Understanding shall expire on December 31, 2016, unless extended by mutual written agreement of the parties. Upon the expiration of those tentative agreements (December 31, 2016, unless otherwise mutually agreed), the work schedule shall revert to the work schedule that existed during calendar year 2015.

Adopted by the parties on the dates written below.


Village of Glendale Heights

 - VICE PRESIDENT
 - PRESIDENT
Fraternal Order of Police Labor Council,
Local 52

Date: 11-16-15

Date: 11-16-15