THE VILLAGE OF GLENDALE HEIGHTS

AND

ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

COLLECTIVE BARGAINING AGREEMENT

(Sergeants Bargaining Unit)

May 1, 2015 to 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 Illinois Fraternal Order of Police Labor Council (herein referred to as "Labor Council") representing the Sergeants.

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Labor Council 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 Labor Council 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

Section 1. The Employer hereby recognizes 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 employees in the bargaining unit. The bargaining unit shall include:

> All full-time sworn police officers in rank of Sergeant.

Positions excluded from the above described bargaining unit shall include:

> All full-time sworn police officers above the rank of Sergeant including Commanders and the Deputy Chief of Police; all full-time sworn police officers below the rank of Sergeant; all other employees of the Village of Glendale Heights.

Section 2. Probationary Period for New Sergeants. Commencing May 1, 2000, Officers promoted to the rank of Sergeant shall serve a 1-year probationary period, commencing on the date the promotion is awarded. During this probationary period, the probationary sergeant shall be evaluated every three (3) months by the Chief of Police, with a final evaluation to be completed during the twelfth (12th) month of probation, prior to the expiration of the probationary period. A copy of each evaluation shall be furnished to the sergeant during his/her probationary period. The Chief of Police shall submit his recommendation to the Board of Police Commissioners, along with copies of the four (4) evaluations. If the Chief of Police recommends that such probationary sergeant be certified, the Board of Police Commissioners shall act to certify the probationary sergeant in the permanent rank of sergeant.

If the Chief of Police recommends that the probationary sergeant not be certified permanently to the rank of sergeant, a hearing before a neutral arbitrator on an expedited basis shall be conducted on such matter. The Chief of Police shall bear the burden of proof, by a preponderance of evidence, that the probationary sergeant has not performed satisfactorily during the probationary period to merit certification in the permanent rank of sergeant. The decision of the arbitrator shall be final and binding upon the parties. Probationary sergeants who are not certified to the permanent rank of sergeant after a hearing before the arbitrator shall revert to the rank of police officer with all time in grade as a probationary sergeant credited to the police officer.

ARTICLE 3
DUES DEDUCTION AND FAIR SHARE

Section 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 2. Dues. With respect to any employee 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 employee 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 employees covered by this Agreement.

Section 3. Fair Share. Any present employee who is not a member of the Labor Council 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 employees 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 employee in whose behalf the Employer has not received a written authorization as provided for above, the Employer shall deduct from the wages of the employee, 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 employee has been delinquent in his obligation for at least thirty (30) days;

2) The Labor Council has certified to the Employer that the affected employee 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 employee 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 employee 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 1. No Strike Commitment. Neither the Labor Council nor any employee 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 employee shall refuse to cross any picket line, by whomever established while on duty.

Section 2. Resumption of Operations. In the event of action prohibited by Section 1 above, the Labor Council and the Local Representatives immediately shall disavow such action and request the employees to return to work and shall use their best efforts to achieve a prompt resumption of normal operations. The Labor Council and the Local Representatives, including their officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Article.

Section 3. Local Representatives Liability. Local Representatives who fail to comply with the provisions of Section 2 above may be subject to the provisions of Section 4 below.

Section 4. Discipline of Strikers. Any employee who violates the provisions of Section 1 of this article shall be subject to the Police and Fire Commission hearing and decision.

ARTICLE 6
BILL OF RIGHTS

Section 1. Conduct of Disciplinary Investigation.

DEFINITIONS:

OFFICER: Means any peace officer, as defined by Section 2-13 of the Criminal Code of 1961, 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 an 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 units 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.

1) 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.

2) 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 on duty.

3) 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.

4) Interrogation sessions shall be of reasonable duration and shall permit the officer interrogated reasonable periods for rest and personal necessities.

5) The officer being interrogated shall not be subjected to professional or personal abuse, including offensive language.

6) 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.

7) 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.

8) 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.

9) 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.

10) 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

17. 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.

11) 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.

12) 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.

13) 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 2. 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 3. 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 65 ILCS 5/10-2.1-17 of the Illinois Compiled Statutes. The Law Enforcement Officer may be relieved of duty pending a hearing on charges, but shall receive all ordinary pay and benefits until such time as the Fire and Police Commission commences a hearing on the charges.

Section 4. 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 Board of Fire and Police Commissioners commences a hearing on the charges.

Section 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. 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 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 Fire and Police Commission) on any matter or issue under investigation.

Section 8. Right to Representation. Nothing in this Labor Agreement is intended to or should be construed to waive any employee's right to union representation during questioning that the employee reasonably believes may lead to discipline. The employee may not unreasonably delay the interview by insisting on any particular Lodge or Labor Council representative. It is not the intent of the parties to convert such meetings into adversarial proceedings. The role of the Lodge or Labor Council representative is to assist the employee; the representative may also attempt to clarify the facts or suggest other individuals who may have knowledge of them. The Village retains the right to insist on hearing the employee's own account of the matter(s) under investigation uninterrupted by the FOP representative. The provisions of this paragraph do not apply to meetings at which discipline is simply to be administered.

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 and Fire Commission established by law, except for discipline, as provided in Article 16 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. A grievant will not be compensated for his/her attendance during off-duty hours for any meetings that are contemplated with the grievant pursuant to Steps One, Two or Three of the grievance procedure.

All grievances shall be reduced to writing and submitted on a form identical to that which appears in Appendix B 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 ONE: The employee may file in writing a grievance with their immediate Supervisor 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 immediate Supervisor shall attempt to adjust the grievance as soon as possible, and therefore shall schedule a meeting with the grievant, a Local Representative and a Labor Council representative (if desired by the grievant) 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 meeting. The Supervisor must provide his answer to the grievance to the grievant, the Local Representative and the Labor Council within this time period.

STEP TWO: If not adjusted in Step One, the grievance shall be presented in writing by the affected employee to the Chief of Police within seven (7) calendar days following the receipt of the Supervisor's written answer in Step One. The Chief shall attempt to adjust the grievance as soon as possible, and therefore will schedule a meeting with the grievant, a

Local Representative and a Labor Council representative within seven (7) calendar days after receipt of the grievance. The Chief shall 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 must provide his answer to the grievance to the grievant, the Local Representative and the Labor Council within this time period.

STEP THREE: If not settled in Step Two, the grievance shall be advanced to the Village Administrator, if a written request is made by the affected employee or the Labor Council to the Village Administrator within seven (7) calendar days after the answer by the Chief of Police. The Administrator shall attempt to adjust the grievance as soon as possible, and therefore will schedule a meeting with the grievant, a Local Representative and a Labor Council representative. The Administrator shall render a written decision to the grievance based upon the supplied information during the meeting, within seven (7) calendar days 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 FOUR: 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 Administrator in Step Three, or within ten (10) calendar days of the date that such answer was due. Arbitration shall proceed in the following manner:

1) The Chief of Police and the Labor Council shall each appoint a representative to the arbitration panel at their own expense. The two arbitrators shall in turn, by mutual agreement, select a third arbitrator to serve as chairman of the arbitration panel. In the event the two arbitrators are unable to agree upon the third arbitrator, they shall obtain a list of seven (7) recognized arbitrators from the American Arbitration Association or 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 (1) name remaining. The remaining individual shall be the third party and the chairman of the panel. A toss of the coin shall determine who strikes first, with the loser making the first strike.

2) The arbitrators shall promptly review the grievance and the information and decisions rendered at the various steps of the grievance procedures. The arbitrators 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 arbitrators shall issue their 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 arbitration panel 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 employee, then no additional compensation or overtime payment shall be made by the Employer to the grieved employee, Local Representatives or witnesses. Otherwise all witnesses, Local representatives and grievant(s) shall be permitted to attend the grievance hearing on duty time without loss of pay if on duty.

8) The arbitrators may interpret the 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 1. The employees 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 employee 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:

1) Discussion on the implementation and general administration of this Agreement.

2) A sharing of general information of interest to the parties.

3) Notifying the employees of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.

The Employer and the Labor 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 2. 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/REDUCTION IN RANK

Where there is an impending lay-off or reduction in rank as a result of a 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 or reduction in rank, and will provide the Labor Council with the names of all officers to be laid off or reduced in rank. Probationary police officers, auxiliary officers, community service officers, and any part-time officers shall be laid off first, then certified officers shall be laid off in accordance with their departmental seniority or reduced in rank

in accordance with their seniority (all time spent at the rank of Sergeant and higher rank in the Police Department). The officers with the least amount of seniority shall be laid off or reduced in rank first. In no event shall any officer be reduced more than one rank in a lay-off. Any officer reduced in rank shall continue to be covered by the provisions of this Article, and shall not be subject to lay-off for a period of twenty-four (24) months following such reduction in rank, unless all officers holding a lesser rank at the time of such reduction in rank have been laid-off. All officers shall receive notice in writing of the lay-off or reduction in rank at least thirty (30) days in advance of the effective date of such lay-offs or reductions in rank.

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. Any officer who has been reduced in rank as a result of a lay-off shall be placed on the appropriate reinstatement list and shall be recalled on the basis of seniority (all time spent at the rank of Sergeant and higher rank in the Police Department). 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 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 1. Legal Representation. The Employer shall be responsible for, hold employees harmless from and pay for damages or moneys which may be adjudged, assessed or otherwise levied against any employee covered by this Agreement, except as otherwise provided by law. Employees shall have legal representation by the Employer in any civil cause of action brought against an employee resulting from or arising out of the performance of duties.

Section 2. Cooperation. Employees 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 3. Applicability. The Employer will provide the protections set forth in Section 1 above, so long as the employee is acting within the scope of his employment and where the employee cooperates, as defined in Section 2, with the Employer in defense of the action or actions or claims.

ARTICLE 11
SENIORITY

Section 1. Definition of Seniority. For employees covered by this Agreement, their continuous length of service or employment from the date of last hire as a sworn peace officer by the Village of Glendale Heights shall count in the event of a lay-off, and in determining accrued vacation, accrued sick leave and all other accrued benefits. For all other purposes seniority is defined as an employee's continuous length of full time service from the date of his promotion to the rank of Sergeant. In case of employees hired or promoted on the same date, seniority shall be determined by referring to the final patrol officers or Sergeants eligibility list from which they were hired or promoted.

Section 2. Promotion. In considering officers for promotion to the exempt rank of commander, the Employer shall utilize the services of a legitimate testing service to conduct written examinations of candidates seeking such promotion. Such examination shall be scored and utilized as one of the factors in the promotion determination. All other factors utilized in the promotion process shall also be scored. However, the results and scoring of such examinations and other factors utilized shall not be determinative as to the person to be promoted, but rather shall be utilized as decision analysis tools to be taken under advisement by the person or persons who are authorized to make such promotions. Nothing contained herein is intended to diminish, alter or limit the discretionary authority of the Chief of Police or any other person or entity designated by Village Ordinance to make promotions to the rank of commander. The Union and the Employer agree that any promotion to the rank of commander shall be made in the discretion of the appointing authority, provided that the services of the legitimate testing service and scoring of all factors have been utilized as decision analysis tools.

Section 3. Seniority List. The Employer shall prepare a list setting forth the present seniority dates for all employees 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 employees covered under this Agreement. On May 1st of each year, the Employer shall furnish the Labor Council with a current seniority list.

Section 4. Termination of Seniority. An employee's seniority shall be broken when he:

1) quits, retires or is lawfully retired; or

2) is discharged for just cause; or

3) is laid off pursuant to the provisions of the applicable Article for a period of thirty-six (36) months; or

4) 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 5. Employees will not continue to accrue seniority credit for all time spent on authorized unpaid leave of absence.

ARTICLE 12
LOCAL REPRESENTATIVES

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

Section 1. Grievance Processing. A Local representative with approval of his immediate supervisor shall be allowed up to thirty (30) minutes on duty to prepare or process a grievance without loss of pay. Such activities shall be conducted in the police station in space provided by the Employer.

Section 2. Any employee(s) chosen as delegate(s) to an F.O.P. State or National Conference may, upon written application 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 3. 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 employees in the bargaining unit and/or representatives of the Employer concerning matters covered by this Agreement. Such visitation shall not interfere with the operations of the department.

Section 4. The Local Representatives or a Labor Council representative 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
LIGHT DUTY

Employees in the bargaining unit shall be permitted to work light-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 light duty work available.

Such employee 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. Nothing contained herein shall require the Village to create light duty assignments or to assign any employee to light duty work that may have been previously available for another employee if such light duty assignment is not ordinarily or readily available or if such assignment would unreasonably disrupt normal operations of the Police Department.

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

ARTICLE 14
RESIDENCY

During the term of his 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 twenty (20) mile radius of the Village or within the corporate limits of any incorporated city or village that such twenty (20) mile radius dissects.

ARTICLE 15
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 either eight (8) hours of regular pay in a lump sum payment, or eight (8) hours of compensatory time added to the employee's compensatory time bank. 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.

ARTICLE 16
DISCIPLINE

Disciplinary action(s) meted out by the Chief of Police or his designee shall be timely. 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 oral or written reprimands shall not be advanced to Step 4 (Arbitration) of such grievance procedure provided in Article 7 of this Agreement. The Chief or his 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 17

EMPLOYEE TESTING

Section 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 2. Prohibitions. Employees shall be prohibited from:

1) consuming or possessing alcohol or illegal drugs (unless in accordance with duty requirements) at any time during the work day 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;

2) illegally selling, purchasing or delivering any illegal drug (unless in accordance with duty requirements) during the work day or on the Employer's premises;

3) being under the influence of alcohol or illegal drugs during the course of the work day;

4) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Section 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 work day, 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) supervisory personnel, which may include members of the bargaining unit covered by this Agreement, 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.

Section 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 Representatives 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 employee shall be conducted with regard to any order to submit to a test without first affording the employee 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 employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

Section 5. Tests to be Conducted. In conducting the testing authorized by this Agreement,

the Village shall:

1) 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);

2) insure that the laboratory or facility selected conforms to all NIDA standards;

3) 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;

4) 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 for later testing if requested by the employee;

5) 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;

6) 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;

7) 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 tests;

8) 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;

9) 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 forgoing standard shall preclude the Village from

attempting to show that test results below .021 demonstrate that the employee was under the influence;

10) provide each employee tested with a copy of all information and reports received by the Village in connection with the testing and the results;

11) 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 6. Right to Contest. The Labor Council and/or the employee, with or without the Labor Council, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the Grievance Procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impair 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 Labor Council.

Section 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 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 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:

1) agree to appropriate treatment as determined by the physician(s) involved;

2) discontinue his use of illegal drugs or abuse of alcohol;

3) complete the course of treatment prescribed, including an "aftercare" group for a period of up to twelve (12) months;

4) 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 employees for any other type of misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

ARTICLE 18
NON-DISCRIMINATION

Section 1. Non-Discrimination. 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 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 19
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 20
LEAVES OF ABSENCE

Section 1. Bereavement Leave / Death in Family. The Employer agrees to provide to employees 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 2. Definition of Family. A member of the immediate family shall be defined to be any employee'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.

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 3. Short Term Military Leave Without Pay. Full-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.

60 Days to Resume Duty: Full-time employees on such leave not resuming their duties within 60 days after tour of military service shall be deemed to have resigned, unless agreed otherwise.

Section 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 (l) year, after authorization from the Chief.

Section 5. Injury Leave. An employee covered by the terms of this Agreement who sustains injuries or illness arising out of and in the course of his employment, including during independent off-duty detail work, shall be covered by the provisions of 5 ILCS 345/1 *et seq.*, Illinois Compiled Statutes. No employee will lose any benefits while injured on duty, and will continue to accumulate all benefits provided by this Agreement.

Section 6. Maternity Leave. An employee covered by the provisions of this Agreement 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 employee 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 by the employee's doctor and/or the Village's doctor.

Section 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) 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 may elect, or the Employer may require the employee, to substitute any of the accrued paid vacation leave, personal leave, medical or sick leave of the employee 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. 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 21
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 October 1, 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 October 1, 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 a 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 an employee may use at his discretion, but shall be allowed only in case of:

1) Necessity and actual sickness or disability of the employee.

2) Because of illness, birth or death in his immediate family.

3) To meet dental and/or medical appointments.

4) To take physical examinations or other sickness prevention measures.

To receive compensation while absent on sick leave, the regular employee shall notify his immediate supervisor within a reasonable time under the circumstances, but generally within sixty (60) minutes before the employee's shift would begin. When absent claiming sick leave for three (3) or more consecutive days the employee may be required to file a physician's certificate.

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.

Falsely claiming sick leave or reporting sickness as an excuse for absence may result in discipline.

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 shall be used:

1) 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.

2) A full-time employee who has ten (10) or more 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 sixty (60) full days of pay at the employee's current rate of pay, except as provided in paragraph no. 5) hereinafter.

3) At the employee's option, and in lieu of a cash payout pursuant to paragraphs 1) or 2) hereinabove, the employee may convert the value of the sick leave buy-out at fifty percent (50%) of any unlimited accumulation or any portion thereof, to post-retirement single and/or dependent health insurance coverage premium costs. The amount converted shall be drawn down each month for the full cost of health insurance premiums, or for that portion of the premium that the remaining converted sum will cover until all such converted sums have been paid out. Upon payment by the Employer of the health insurance premiums equal to the amount of compensation so converted by the employee, all further obligations for insurance premium payments shall be borne by the employee or the employee's dependents. Nothing contained herein shall be construed to extend health insurance coverage to persons or for longer periods of time than as otherwise provided by law.

   In the event that an employee chooses to convert such compensation to health insurance premiums, all sums converted shall remain the property of the Employer, subject to its obligation to make the insurance premium payments required hereunder, and no refunds shall be made to the employee under any circumstances. Upon an employee's death, any converted sums remaining in possession of the Village may be used to pay the health insurance premiums for any eligible spouse or dependent(s) of the employee, at their request, until such converted sums have been fully expended, or else such sums shall be forfeited to the Village.

4) All employees shall have the right to deposit such sick leave pay-outs into a Retirement Health Savings Plan ("RHS Plan"), when one becomes available to bargaining unit members and if in accordance with the Plan design.

5) Sergeants who were employed as police officers before June 1, 2009, and who are separated from the Village in good standing, shall receive, in lieu of paragraphs 1) through 4) hereinabove and Section 12.1 of the Personnel Policies of the Village, and in lieu of the Employer making contributions toward retired employee health insurance premiums, either:

   1) Two (2) months severance, if employed as a full-time employee by the Village at least twenty (20) years. Said payment shall, at the option of the sergeant, be paid either in a lump sum on the sergeant's last paycheck, or be paid in four (4) equal installments on the next four (4) pay periods immediately following the sergeant's last date of employment.

   or

   2) Three (3) months severance, if employed as a full-time employee by the Village at least twenty-five (25) years. Said payment shall, at the option of the sergeant, be paid either in a lump sum on the sergeant's last paycheck, or be paid in six (6) equal installments on the next six (6) pay periods immediately

following the sergeant's last date of employment.

and such sergeants who were employed as police officers before June 1, 2009 and who have been employed at least twenty (20) years as a sworn police officer of the Village shall, in lieu of paragraph 2) or 3) hereinabove, 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 the employee's separation from employment.

If an employee exhausts his sick leave before he is able to return to work, the employee may, upon the approval of the Department Head, 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.

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 buy back. 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 buy-back 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.

ARTICLE 22
WORKING OUT OF CLASSIFICATION

Section 1. An employee temporarily assigned to the duties of a position classification in an equal or lower pay grade than his permanent position classification shall be paid his permanent position classification rate. If the employee is temporarily assigned to a position classification having a higher pay grade than his 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 work days or more in the higher level position classification. The use of any accrued time (*i.e.*, 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 2. When an officer is required to assume the duties and responsibilities of a rank higher than that which he normally holds, he shall be paid the rate for the higher rank for his vacation period taken while working out of classification.

ARTICLE 23
HOLIDAYS

Section 1. The following days shall be recognized and observed as paid holidays:

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

Section 2. Employees covered by this Agreement when their regularly scheduled day off falls on the actual day of a holiday, shall be paid a regular day's pay.

Employees whose regular work day falls on a holiday and are in fact at work, or employees who are "called" in to 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 work day before and the work day after a holiday unless on authorized absence.

Section 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 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.

ARTICLE 24
VACATIONS

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

From the end of the probationary period through the completion of four (4) years of service, the employee earns ten (10) working days of vacation per year.

After the fourth (4th) year of service has been completed through the completion of nine (9) years of service, the employee earns (15) working days of vacation per year.

After the ninth (9th) year of service has been completed through the completion of fifteen (15) years of service, the employee earns twenty (20) working days of vacation per year.

After the fourteenth (14th) year of service has been completed through the completion of nineteen (19) years of service, the employee earns twenty-five (25) working days of vacation per year.

After nineteen (19) years of service has been completed, the employee earns thirty (30) working days of vacation per year.

Section 2. Vacation Scheduling. Vacation schedules shall require prior approval by the Employer. Employees covered by this Agreement shall request the periods of their annual vacation on the basis of seniority, with the most senior employees having priority selections. Vacation schedules may be adjusted to accommodate seasonal operations, significant revision in organization, work assignments or the number of personnel in particular ranks; however, the selection process shall not be affected by the vacations of non-bargaining unit employees. No vacation shall be permitted to be scheduled to take place during Glendale Heights Fest.

ARTICLE 25
INSURANCE

Section 1. Health Insurance. 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. 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 as full-time police officers 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 per person for non-participating providers, or $3,000 per family for participating providers and $5,000 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 "C" attached hereto, and the deductibles and maximum out-of-pocket 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 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 2. Life Insurance. Effective May 1, 1992, 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 ($1,000.00) Dollars as of May 1 of each year of the Agreement, or the amount that the Village provides pursuant to its group plan, whichever is greater.

Section 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 4. 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 one hundred percent (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 5. The parties agree that the Village may take actions to comply with or exempt itself from the provisions of the Health Insurance Portability and Accountability Act (HIPAA).

Section 6. Effective July 1, 2011, 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 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 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 7. 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 8. Terms of Insurance Policies to Govern. The extent of coverage under the insurance policies referred to in Sections 1 and 3 of this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedures set forth in this Agreement. The failure of any insurance carrier or plan administrator to provide any benefit for which it is 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 or plan administrator 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 the coverages as specified in this Agreement.

Section 9. 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.

ARTICLE 26

TUITION REIMBURSEMENT PROGRAM

Section 1. 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.

Section 2. When a full-time employee in the bargaining unit enrolls in an accredited university, college or adult education program, and the course and/or degree program being undertaken is in a Police-related field or subject, the employee shall be reimbursed subject to the following:

1) LIMITATIONS

Reimbursement is limited to the amount budgeted by the Village (a minimum of $2,000 will be budgeted annually for the employees in the bargaining unit) and subject to the following:

a. 75% of expenses incurred in securing such education and/or training including tuition and related expenses;

b. Two courses per academic semester;

c. Successful completion of course: *i.e.*, grade of "C" or better; or for non-graded coursework, a satisfactory completion.

2) APPROVAL

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.

3) 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 Master's degree program must remain in the employ of the Village for five (5) 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 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 27
UNIFORM AND EQUIPMENT ALLOWANCE

Section 1. Quartermaster System. The Village agrees that the current Quartermaster 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 2. Detective Clothing Allowance. Effective May 1, 2006, each sergeant assigned to the Investigations Division 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), if the assignment is for at least three (3) months duration. 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 sergeant's pay.

Section 3. Investigations Sergeant and Support Services Sergeant Stipends. Effective May 1, 2006, the sergeant assigned to the Investigations Sergeant position shall be paid a stipend of Twelve Hundred Fifty ($1,250.00) Dollars per year (pro rata if assigned for less than a full year), and the sergeant assigned to the Support Services Sergeant position shall be paid a stipend of Nine Hundred ($900.00) Dollars per year (pro rata if assigned for less than a full year), if the assignment is for at least three (3) months duration. The stipend 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 sergeant requests and is reassigned from the Investigations Sergeant or Support Services Sergeant during that fiscal year, the sergeant 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 sergeant's pay.

ARTICLE 28
HOURS OF WORK AND OVERTIME

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

Section 2. Normal Workday. The normal workday shall consist of eight and one-quarter (8-1/4) hours (including a three-quarter hour lunch period; one-half hour paid and one-quarter hour unpaid). Upon three (3) days notice to an employee, the Village may amend the normal workday to a ten and one-quarter (10-1/4) hour workday (including a three-quarter hour lunch period; one-half hour paid and one-quarter hour unpaid); 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 and one-quarter (8-1/4) hour shifts in effect.

Section 3. Normal Work Week. The normal work week shall consist of forty (40) hours on seven (7) consecutive days commencing on Sunday.

Section 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 5. Changes in Normal Workday or Normal Work Cycle. Should it be necessary in the Village's judgment to change the shift schedule or the specialized unit assignment of an employee or employees, the Village will give, if practicable, at least twenty-eight (28) days advance notice of such change to all employees affected by such change. Should it be necessary in the Village's judgment to make an alteration in the normal workday of an employee or employees, the Village will give, if practicable, at least three (3) days notice of such change to all employees affected by such change.

Section 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.

Section 7. Court Time. 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, with a minimum of two (2) hours compensation for each instance.

Section 8. Call-Back 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 9. 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 200 hours, provided that employees may not carry over into the next contract year (May 1 – April 30) more than 120 hours of compensatory time, and any hours of compensatory time in excess of 120 hours shall be cashed out at the rate of pay in effect on April 30. 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. 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 standby status. In lieu of overtime payment, whenever an employee is required to attend training classes and such training class time, when added to all other hours paid exceeds eighty (80) hours in a normal work cycle, all hours in excess of said eighty (80) hours in a normal work cycle attributed to training class time may be compensated by the granting of compensatory time off at the time and one-half (1-1/2) rate, at the discretion of the Chief of Police, provided the employee was notified prior to the day of the training class.

Section 10. Travel to Training. Employees will not be compensated for travel to training within a twenty (20) mile radius from the Village Hall. Officers may refuse to attend training, which is outside the twenty (20) mile radius.

ARTICLE 29
WAGES

Section 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 2. Pay Progression. Employees promoted before May 1, 2000 will 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 four (4) months. Employees promoted on or after May 1, 2000, shall move to the next higher level on the pay scale on the anniversary date of the employee's promotion to the rank of Sergeant, until the highest level is reached.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Section 3. Pay Scale.

Level		May 1, 2015	May 1, 2016	May 1, 2017
1	hourly	$45.15	$46.28	$47.44
	annual	$93,912.00	$96,262.40	$98,675.20
2	hourly	$46.42	$47.59	$48.78
	annual	$96,553.60	$98,987.20	$101,462.40
3	hourly	$47.70	$48.90	$50.12
	annual	$99,216.00	$101,712.00	$104,249.60
4	Hourly	$49.02	$50.25	$51.51
	annual	$101,961.60	$104,520.00	$107,140.80
5	hourly	$49.99	$51.24	$52.52
	annual	$103,979.20	$106,579.20	$109,241.60
6	hourly	$50.96	$52.24	$53.54
	annual	$105,996.80	$108,659.20	$111,363.20
7	hourly	$51.93	$53.23	$54.56
	annual	$108,014.40	$110,718.40	$113,484.80
8	hourly	$52.90	$54.22	$55.58
	annual	$110,032.00	$112,777.60	$115,606.40

- A minimum five percent (5%) differential shall be maintained between top paid patrolman and starting level sergeant.

ARTICLE 30
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 31
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 unless expressly stated to the contrary herein.

ARTICLE 32
DURATION

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.

The parties also 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 this Agreement shall be served upon the other party by certified 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.

IN WITNESS WHEREOF, the parties have affixed their signatures hereto this 5th day of May, 2016.

VILLAGE OF GLENDALE HEIGHTS

By: Linda Jackson

(ATTEST)

By: Marie A. Schmitt

ILLINOIS FOP LABOR COUNCIL

By:

LOCAL REPRESENTATIVE

By:

By:

VILLAGE OF GLENDALE HEIGHTS CORPORATE SEAL ILLINOIS

APPENDIX A

DUES AUTHORIZATION FORM

APPENDIX B

GRIEVANCE FORM

APPENDIX C
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	PPO	Non-PPO
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 D
Illinois Law Enforcement Training & Standards