

**RESOLUTION NO. R-06-12-2**

**A RESOLUTION APPROVING A COLLECTIVE BARGAINING  
AGREEMENT BETWEEN THE VILLAGE OF INDIAN HEAD PARK AND  
METROPOLITAN ALLIANCE OF POLICE, INDIAN HEAD PARK CHAPTER #501**

**PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD OF TRUSTEES  
THE 14<sup>th</sup> DAY OF JUNE, 2012**

**RESOLUTION NO. R-06-12-2**

**A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF INDIAN HEAD PARK AND METROPOLITAN ALLIANCE OF POLICE, INDIAN HEAD PARK CHAPTER #501**

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Indian Head Park as follows:

Section 1. That certain "Collective Bargaining Agreement Between the Village of Indian Head Park and Metropolitan Alliance of Police, Indian Head Park Chapter #501; May 1, 2012 – April 30, 2015," a copy of which is attached hereto as Exhibit A, is hereby approved.

Section 2. The Village President and Village Clerk are hereby authorized and directed to execute and attest, respectively, said collective bargaining agreement.

**ADOPTED** this 14<sup>th</sup> day of June, 2012, pursuant to a roll call vote as follows:

**AYES:** Anselmi, Bailey, Colson, Schaefer, Berne, Wald

**NAYS:** None

**ABSENT:** None

**ABSTENTION:** None

**APPROVED** by me this 14<sup>th</sup> day of June, 2012.

Richard S. Andrews  
Richard S. Andrews, President of the  
Village of Indian Head Park, Cook County, Illinois

ATTESTED and filed in my office,  
this 14<sup>th</sup> day of June, 2012.

Joseph V. Consolo  
Joseph V. Consolo, Clerk of the Village  
of Indian Head Park, Cook County, Illinois

**Collective Bargaining Agreement**

**Between**

**The Village of Indian Head Park  
And**

**Metropolitan Alliance of Police  
Indian Head Park Chapter # 501**

**May 1, 2012 – April 30, 2015**

## TABLE OF CONTENTS

PREAMBLE.....	1
ARTICLE I – RECOGNITION.....	2
Section 1.1 Recognition of the Bargaining Agent.....	2
Section 1.2 Part-Time Police Officers .....	2
Section 1.3 Definitions.....	2
ARTICLE II – MANAGEMENT RIGHTS.....	3
ARTICLE III – UNION SECURITY.....	4
Section 3.1 Dues Deductions .....	4
Section 3.2 Fair Share .....	4
Section 3.3 Indemnification.....	4
Section 3.4 Bulletin Board .....	4
Section 3.5 Union Business.....	4
Section 3.6 Union Representatives .....	5
Section 3.7 Access to Village Premises .....	5
Section 3.8 Attendance at Union Meetings .....	5
ARTICLE IV – NO STRIKE, NO LOCKOUT.....	6
Section 4.1 No Strike .....	6
Section 4.2 No Lockout.....	6
ARTICLE V – SENIORITY, LAYOFF AND RECALL .....	7
Section 5.1 Layoff and Recall .....	7
Section 5.2 Definition of Seniority .....	7
Section 5.3 Seniority Lists.....	7
Section 5.4 Purpose of Seniority .....	7
Section 5.5 Termination of Seniority .....	8
ARTICLE VI – GRIEVANCE PROCEDURE.....	9
Section 6.1 Definition of Grievance.....	9
Section 6.2 Grievance Procedure .....	9
Section 6.3 Time Limits.....	11
Section 6.4 Investigation and Discussion .....	11
Section 6.5 Completion of Assigned Task.....	11
Section 6.6 Actions of Bargaining Unit Members .....	11
Section 6.7 Union Participation .....	11
ARTICLE VII – HOURS OF WORK AND OVERTIME.....	12
Section 7.1 Purpose .....	12
Section 7.2 Shift Schedule.....	12

Section 7.3 Shift Selection and Assignment.....	12
Section 7.4 Normal Work Schedule .....	13
Section 7.5 Overtime Hours .....	13
Section 7.6 Compensatory Time.....	13
Section 7.7 Overtime Scheduling.....	14
Section 7.8 Court Time.....	14
Section 7.9 Emergency Call-Out Pay.....	14
ARTICLE VIII – VACATIONS .....	15
Section 8.1 Eligibility and Allowances.....	15
Section 8.2 Vacation Pay .....	15
Section 8.3 Vacation Scheduling.....	15
Section 8.4 Vacation Carryover.....	16
ARTICLE IX – HOLIDAYS .....	17
Section 9.1 Holidays .....	17
Section 9.2 Personal Days .....	17
Section 9.3 Holiday Pay.....	17
ARTICLE X – INSURANCE .....	18
Section 10.1 Insurance .....	18
Section 10.2 Police Officer Contribution for Insurance Benefits.....	18
Section 10.3 Life Insurance .....	18
Section 10.4 Additional Insurance Benefits .....	18
Section 10.5 Terms of Insurance Policies to Govern.....	18
Section 10.6 Flexible Spending Accounts .....	19
ARTICLE XI – SICK LEAVE .....	20
Section 11.1 Purpose .....	20
Section 11.2 Sick Leave Accrual .....	20
Section 11.3 Sick Leave Usage.....	20
ARTICLE XII – LEAVES OF ABSENCE.....	22
Section 12.1 Bereavement Leave .....	22
Section 12.2 Jury Leave .....	22
Section 12.3 Administrative Leave .....	22
Section 12.4 Military Leave .....	22
Section 12.5 Family and Medical Leave .....	22
ARTICLE XIII – WAGES.....	23
Section 13.1 Wage Schedule.....	23
Section 13.2 FTO Pay .....	23
Section 13.3 Officer in Charge Pay .....	23

ARTICLE XIV – DISCIPLINE .....	24
Section 14.1 Discipline .....	24
Section 14.2 Grievances Regarding Discipline .....	25
Section 14.3 Garrity Warnings .....	25
ARTICLE XV – ALCOHOL AND DRUG TESTING PROCEDURES.....	26
Section 15.1 Statement of Policy.....	26
Section 15.2 Prohibitions.....	26
Section 15.3 Drug and Alcohol Testing Procedures .....	26
Section 15.4 Order to Submit to Testing .....	27
Section 15.5 Tests to be Conducted.....	27
Section 15.6 Right to Contest.....	28
Section 15.7 Voluntary Requests for Assistance .....	28
Section 15.8 Discipline .....	29
ARTICLE XVI – MISCELLANEOUS PROVISION .....	30
Section 16.1 Ratification and Amendment.....	30
Section 16.2 No Discrimination .....	30
Section 16.3 Outside Employment.....	30
Section 16.4 Probationary Period .....	30
ARTICLE XVI – LABOR MANAGEMENT MEETINGS .....	31
Section 17.1 Labor Management Meetings .....	31
Section 17.2 Meetings Exclusive of Grievance Procedure .....	31
ARTICLE XVIII – UNIFORM ALLOWANCE .....	32
ARTICLE XIX – INDEMNIFICATION.....	33
ARTICLE XX – SAVINGS CLAUSE .....	34
ARTICLE XXI – ENTIRE AGREEMENT.....	35
ARTICLE XXII – TERMINATION.....	36
APPENDIX A – WAGE SCHEDULE	

## PREAMBLE

This Agreement is made and entered into by and between the VILLAGE OF INDIAN HEAD PARK (hereinafter referred to as the "Village" or the "Employer") and the METROPOLITAN ALLIANCE OF POLICE, INDIAN HEAD PARK CHAPTER 501 (hereinafter collectively referred to as the "Union").

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Union 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 Union 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 Agreement contained herein, the parties hereto, by their duly authorized representative and/or agents, do mutually covenant and agree as follows:

## ARTICLE I RECOGNITION

### Section 1.1 Recognition of the Bargaining Agent

The Village recognizes the Union as the sole and exclusive 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 police officers in the bargaining unit. The bargaining unit shall include: all full-time sworn police officers in the rank of patrol officer, including probationary officers.

Positions EXCLUDED from the above-described bargaining unit shall include: all full-time sworn police officers above the rank of patrol officer; part-time police officers, auxiliary police officers, special police officers, clerks, dispatchers/telecommunicators and other civilian employees, all non-sworn personnel, and all managerial, supervisory and confidential employees, and short-term employees, as defined by the Illinois Public Labor Relations Act, as amended.

### Section 1.2 Part-Time Police Officers

The Village may continue its current practice of employing and utilizing part-time police officers to perform their historic functions, and shall be entitled to establish rates of pay, benefits, hours of work, schedules and other terms and conditions of employment for such part-time police officers at the Village's sole discretion.

### Section 1.3 Definitions

Words shall have their common definition unless specifically defined otherwise.

For the purposes of this contract the following words are defined:

“Day” includes Saturdays, Sundays and holidays unless specifically excluded.

“Fiscal Year” is May 1<sup>st</sup> of each year until April 30<sup>th</sup> of the following year.

The pronouns "he, him, and his" shall refer to both males and females equally. The term "police officer" as used in this Agreement shall refer to full-time sworn police officers who are members of the bargaining unit, unless the context in which such term is used requires otherwise.

“Week” is a seven (7) day period usually beginning on Sunday and ending on Saturday.

## **ARTICLE II MANAGEMENT RIGHTS**

Except as specifically limited by the express provisions of this Agreement, the Village retains all legal rights to manage and direct the affairs of the Village in all its various aspects, and to manage and direct its police officers, including but not limited to the following: to hire, demote, suspend or discharge police officers ; to plan, direct, control and determine the budget and all the operations, services, policies, practices and missions of the Village; to supervise and direct the working forces; to establish the qualifications for and to employ police officers; to deploy police officers both internally and externally to other police-related assignments; to schedule and assign work; to maintain a capable and efficient police force; to establish and eliminate specialty positions and to select personnel to fill them; to transfer and reassign police officers; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to purchase goods and contract out services; to determine the methods, means, organization and number of personnel by which departmental operations and services shall be made or performed; to make, alter and enforce rules, regulations, orders, policies and procedures, including the Village's Personnel Policy Manual and the General Orders and Rules and Regulations of the Village's Police Department; to evaluate, promote or demote and to establish the standards for such promotions; to establish performance standards for police officers; to discipline, suspend and/or discharge non-probationary police officers for just cause; to discharge probationary police officers; to change or eliminate existing methods, practices, equipment or facilities or introduce new ones without having to negotiate over the effects of such change; to determine fitness and training needs and to assign police officers to training; to determine work hours (shift hours) and to change them from time to time; to determine and implement internal investigation procedures; to take any and all actions necessary to carry out the mission of the Village and the Police Department.

In the event of a civil emergency, which may include but are not limited to, riots, civil disorders, tornado conditions, floods or other catastrophes, as may be declared by the Village President or Chief of Police, or their authorized designees, the provisions of this Agreement, other than compensation provisions, may be suspended by the Chief of Police, if necessary, provided that all provisions of this Agreement shall be immediately reinstated once the civil emergency condition ceases to exist.

## **ARTICLE III UNION SECURITY**

### Section 3.1 Dues Deductions

Upon receipt of proper written authorization from a police officer, the Employer shall deduct each month's Union dues in the amount certified by the Treasurer of the Union from the pay of such police officer covered by this Agreement from the first two paychecks each month. Such money shall be submitted to the Metropolitan Alliance of Police within fifteen (15) days after the deductions have been made. The Union shall advise the Employer of any increase in dues in writing, at least thirty (30) days prior to its effective date. A copy of the authorization form is attached hereto as Exhibit "A."

### Section 3.2 Fair Share

During the term of this Agreement, police officers who are not members of the Chapter shall, commencing thirty (30) days after the effective date of this Agreement, pay a fair share fee to the Chapter for collective bargaining and contract administration services tendered by the Chapter as the exclusive representative of the officers covered by this Agreement. Such fair share fee shall be deducted by the Village from the earnings of non-members and remitted to the Chapter each month. The Chapter shall annually submit to the Village a list of the officers covered by this Agreement who are not members of the Chapter and an affidavit which specifies the amount of the fair share fee, which shall be determined in accordance with the applicable law.

### Section 3.3 Indemnification

The Metropolitan Alliance of Police shall indemnify, defend and hold harmless the Village, its elected representatives, officers, administrators, agents and officers from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Village for the purpose of complying with the provisions of this Article, or in reliance on any written check-off authorization furnished under any of such provisions, provided that the Village does not initiate or prosecute such action.

### Section 3.4 Bulletin Board

The Village will make bulletin board space available in or proximate to the locker room for posting of Union notices. The Union shall limit its posting of notices and other materials to such bulletin board. The Union shall not use the bulletin board space for posting abusive or inflammatory or partisan political material. The size of the bulletin board shall not exceed eighteen (18) inches by twenty-four (24) inches.

### Section 3.5 Union Business

Union officers holding the positions of President, Vice President and Secretary may conduct Union business while on meal and work breaks as defined by this Agreement. No police officer may conduct or engage in Union business while on duty, unless on a meal or work break.

### Section 3.6 Union Representatives

The Union shall provide to the Village and keep current a written list of any designated official employee representatives who are authorized to deal with the Village on behalf of the bargaining unit.

### Section 3.7 Access to Village Premises

The Village agrees that non-employee Union representatives shall have reasonable access to the premises of the Village during business hours after receiving permission from the Chief of Police or his designee. Such visitation shall be for the reasons of administration of this Agreement or other reasonable Union business. The Chapter agrees that such activity shall not interfere with the normal work duties of the officers. The Village reserves the right to designate the time and meeting place of such meeting.

### Section 3.8 Attendance at Union Meeting

The Village agrees that not more than two (2) officially recognized local Chapter representatives, each of whom work on separate shifts, shall be permitted to use available time off options or to arrange duty trades to attend meetings of the local Chapter, or to attend Union meetings at the state or national level, provided that the required notice for such time off or duty trades is provided to the Village.

**ARTICLE IV  
NO STRIKE, NO LOCKOUT**

Section 4.1 No Strike

Neither the Union nor any officers, agents or employees of the Union will call, initiate, institute, authorize, instigate, promote, sponsor, engage in, participate in, condone, sanction or ratify any strike, sympathy strike, secondary boycott, slowdown, speed-up, sit down, concerted stoppage of work, concerted refusal to work overtime, concerted, abnormal or unapproved enforcement of procedures or policies, work-to-the-rule situation, mass resignations, mass absenteeism, organized interference, secondary boycott, or picketing which in any way results in the interruption or disruption of the operations of the Village, regardless of the reason for doing so. No bargaining unit member shall refuse to cross any picket line, by whomever established. Each police officer that holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of any action prohibited by this Section of this Article, the officers and agents of the Union shall disavow such action and shall publicly and privately demand that employees return to work, and shall use their best efforts to achieve a prompt resumption of normal operations. Any police officer who violates the provisions of this Section 4.1 shall be subject to discipline, to be imposed by the Police Chief or his designee.

Section 4.2 No Lockout

The Village will not lock out any police officers during the term of this Agreement as a result of a labor dispute with the Union.

## **ARTICLE V SENIORITY, LAYOFF AND RECALL**

### Section 5.1 Layoff and Recall

All layoffs will be determined on a seniority basis. Those police officers with the lowest amount of seniority may be temporarily laid-off in the event that the Employer deems it necessary. When the force of the Police Department is reduced, the police officer or member reduced in rank or removed from service of the Police Department shall have rights of reinstatement as provided for in the Illinois Compiled Statutes. Upon determination that a vacancy exists and there are police officers that have been furloughed due to a reduction-in-force, the police officers on furlough shall be recalled to fill such position and seniority will prevail in determining which furloughed police officer shall have the right to be re-employed if the Police Officer is otherwise qualified.

Officers who are laid off shall be placed on a recall list which shall expire two (2) years after the date of layoff. If there is a recall, officers who are still on the recall list shall be recalled in the reverse order of the layoff, provided they are fully qualified to perform the work to which they are recalled without further training. Officers who are eligible for recall shall be given notice thereof by certified or registered mail, return receipt requested, at the last known address of the employee. It is the responsibility of the officer to keep the Village advised in writing of any change in address of the officer. The officer must notify the Chief of Police of his intention to return to work within ten (10) days of receiving a notice of recall. The officer must report to work no later than twenty-one (21) days after the employee's receipt of notification of recall. If an officer fails to timely respond to the recall notice or report to work within the time required, he shall be removed from the recall list.

### Section 5.2 Definition of Seniority

Seniority shall be determined as the police officer's continuous length of service as a police officer in the Department from the date of last hire as a full-time police officer. Time spent in the armed forces, on military leaves of absence, and authorized leaves not to exceed thirty (30) days, and time lost due to duty-related disability (not to exceed eighteen (18) months) shall be included. In cases of employees hired on the same date, seniority shall be determined by referring to the employee who was ranked higher on the initial eligibility list.

### Section 5.3 Seniority Lists

A current up to date seniority list showing the names and length of service of each police officer shall be provided and posted by the Employer annually on a designated bulletin board by December 1<sup>st</sup> of each year.

### Section 5.4 Purpose of Seniority

Police officers shall be allowed preference according to seniority on all sections of this Agreement which specifically designate seniority as the determining factor.

### Section 5.5 Termination of Seniority

A police officer shall not accumulate seniority rights upon separation from the services due to dismissal, suspension time in excess of 15 continuous days, layoff or retirement. Full seniority rights shall be reinstated under the following conditions:

1. A police officer is suspended or dismissed and later reinstated by a court of competent jurisdiction.
2. A police officer is separated due to layoff or reduction-in-force and is later reinstated under the conditions provided for in the Illinois State Statutes.

## ARTICLE VI GRIEVANCE PROCEDURE

### Section 6.1 Definition of Grievance

A grievance is defined as a complaint arising under and during the term of this Agreement raised by a police officer or the Union involving an alleged violation, misinterpretation or misapplication of an express provision of this Agreement. Additionally, any matters involving discipline shall be considered grievable and advanced directly to Step Two, according to the procedures listed in Section 6.2 hereinafter, except that oral and written reprimands shall not be processed beyond Step Three of the Grievance Procedure.

### Section 6.2 Grievance Procedure

Recognizing that grievances should be raised and settled promptly, a grievance must be raised by the affected police officer and/or a Union Officer within seven (7) calendar days after the occurrence of the event giving rise to the grievance, or within seven (7) calendar days after the date when the police officer or the Union Officer should, using reasonable diligence, have become aware of the event giving rise to the grievance, in accord with the following procedure:

#### Step One: Sergeant/Supervisor

The police officer shall give written notification of his grievance to his non-bargaining unit supervisor. Such notification shall specifically state that the matter is a grievance under this Agreement and shall include a description of the event giving rise to the grievance, the date of the event, and the specific provision of the Agreement alleged to have been violated and the relief requested. Because the parties recognize that a police officer may have difficulty contacting his superior officer, it is agreed that the grievant may submit written notification of the grievance to any superior officer. The notification will be deemed received for purposes of the grievance procedure when stamped and received by the superior officer. The superior officer shall answer the grievance in writing within seven (7) calendar days.

#### Step Two: Appeal to Chief

If the grievance is not settled in Step One, or if a timely answer is not given, the police officer may, within Seven (7) calendar days following the superior officer's answer or expiration of the time limit set forth in Step One, file with the Chief of Police or his designee a written appeal signed by the police officer. The written appeal shall include a description of the event giving rise to the grievance, the date of the event, and the provision of the Agreement alleged to have been violated and the basis upon which the grievant believes the grievance was improperly denied at the previous step. The police officer and a representative of the Union (if requested by the police officer) may meet with the Chief or his designee to discuss the grievance at a mutually agreeable time. If no agreement is reached in such discussion, the Chief or his designee shall give a written answer within seven (7) calendar days of the date of the discussion.

Step Three: Appeal to the Village Administrator

If the grievance is not settled in Step Two, or if a timely answer is not given, the police officer may, within seven (7) calendar days of the date he receives an answer from the Chief or the expiration of the time limit set forth in Step Two, file with the Village Administrator a written appeal signed by the police officer. The police officer and a representative of the Union (if requested by police officer) will meet with the Village Administrator or his designee to discuss the grievance at a mutually agreeable time. If no agreement is reached in such discussion, the Village Administrator or his designee will give his answer in writing within seven (7) calendar days of the date of the discussion.

Step Four: Arbitration

If the grievance is not settled in accordance with the foregoing procedure or if a timely answer is not given, the Union may refer the grievance to arbitration by giving written notice to the Village Administrator within fourteen (14) calendar days after receipt of the Village Administrator's answer in Step Three or the expiration of the time limit set forth in Step Three.

If the parties are unable to agree upon an arbitrator within ten (10) working days after the Village receives the notice of referral, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators, all of whom shall be members in good standing of the National Academy of Arbitrators, and all of whom shall maintain business offices in the States of Illinois, Wisconsin or Indiana. Upon receipt of the panel, the Union and the Village will determine by coin toss who is to strike first. The Union and Village shall then alternate striking a name, and the person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one panel of arbitrators in its entirety and request that a new panel be submitted.

The arbitrator shall be notified of his selection by a joint letter from the Union and the Village and shall be asked to set a time and a place for the hearing, subject to the availability of Village and Union representatives. Upon the request of either party, the arbitrator shall have the power to require the presence of a reasonable number of witnesses or documents. Hearings shall be conducted in the Village Hall of the Village of Indian Head Park, unless otherwise mutually agreed.

The arbitrator shall have no power, in his decision or award, to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue submitted to him as raised and presented in writing at Step One and shall have no authority to make his decision on any issue not so submitted. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing. The arbitrator shall submit in writing his decision within thirty (30) calendar days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension. In the event the arbitrator finds a violation of the Agreement, he shall determine an appropriate remedy. However, the arbitrator shall have no authority to make any decision or award that is in any way contrary to or inconsistent with the applicable laws or rules and regulations of administrative bodies that have the force and effect of law. Nor shall the arbitrator

have any authority to limit or interfere with the powers, duties and responsibilities of the Village or its Board of Police Commissioners under applicable statutory and case law.

Any decision or award of the arbitrator rendered consistent with this Article shall be final and binding on the parties. The costs of the arbitration, including the fee and expenses of the arbitrator and the cost of the court reporter and a written transcript, if any, shall be divided equally between the Village and the Union. Each party shall be responsible for compensating its own representatives and witnesses.

### Section 6.3 Time Limits

No grievance shall be entertained or processed unless it is filed within the time limits set forth in Section 6.2. If a grievance is not presented by the police officer or the Union within the time limits set above, it shall be considered waived and may not be further pursued by the police officer or the Union. If a grievance is not appealed within the time limits for appeal set forth above, it shall be deemed settled on the basis of the last answer of the Village and shall not be subject to further appeal. If the Village fails to provide an answer within the time limits so provided, the grievance shall be deemed denied and the Union may immediately appeal to the next step.

### Section 6.4 Investigation and Discussion

All grievance discussions and investigations shall take place in a manner that does not interfere with Village operations and no such discussions or investigations shall take place while any police officer so involved in such discussion or investigation is on duty, unless such police officer receives permission from his supervisor. No time spent on grievances or other Union-related matters by police officers shall be considered time worked for compensation purposes unless the Police Chief provides written authorization to the contrary.

### Section 6.5 Completion of Assigned Task

It is agreed and understood that any circumstance giving rise to a grievance shall not excuse a member of the bargaining unit from his or her responsibility to fulfill an order or directive.

### Section 6.6 Actions of Bargaining Unit Members

No member of the bargaining unit who is serving in an acting capacity as a supervisor shall have authority to receive or respond to a grievance being submitted or processed in accordance with the procedures set forth in this Section.

### Section 6.7 Union Participation

The Union has the right to be present and to participate at each step of the grievance procedure, at the Union's option.

## ARTICLE VII HOURS OF WORK AND OVERTIME

### Section 7.1 Purpose

This Article defines the normal hours of work, and establishes the basis for the calculation of overtime. It is not, however, a guarantee of hours of work per day, work period, month or year. It is not intended to establish a right to compensation in any form for time not worked except as specifically provided for in this Article.

### Section 7.2 Shift Schedule

The Police Chief shall establish and post the work schedules for police officers that may be changed from time to time by the Village as circumstances warrant. The Police Chief shall endeavor to provide all police officers covered by this Agreement with a tentative written work schedule at least thirty (30) days prior to its effective date. The normal shift schedule shall be based upon a twenty-eight (28) day departmental work cycle.

### Section 7.3 Shift Selection and Assignment

Patrol personnel will be allowed to submit their shift assignment preference for the following year by submitting such preferences in writing to the Chief of Police or his designee before October 1<sup>st</sup> of the year preceding the year in which such assignments are to be effective. The Chief of Police or his designee shall endeavor to post schedules for ninety (90) day periods, and shall post the shift assignments at least thirty (30) days in advance of the beginning of the shift schedule. In making shift assignments, the Chief of Police or his designee shall utilize the relative seniority of the officers. The Chief of Police or his designee shall retain the right to make final decisions on shift assignments, provided that shift assignments shall not be made for arbitrary, capricious or discriminatory reasons.

Once shift assignments are made for any period, the Chief of Police or his designee shall have the right to transfer officers to shifts other than the shifts to which they were initially assigned for reasons having to do with the operational needs of the Department, such as the need for qualified patrol officers to fill other assignments (i.e. Investigations), seniority imbalances among shifts for officers with less than two (2) years experience, or the need for closer supervision of patrol officers who have experienced performance problems. If an officer with less than two (2) years experience is moved to another shift, he shall be replaced by the least senior officer who has more than two (2) years experience. A patrol officer shall be given as much advance notice as practicable before being transferred. The Chief shall not change an employee's assigned shift more than two (2) times during a twenty-eight (28) day work cycle (e.g. an officer who was assigned to the day shift may be moved to afternoons and then midnights, but not moved a third time within the twenty-eight (28) day cycle; but if an employee who is assigned to days is moved to afternoons and then returned to days, that counts only as one (1) change).

The Village shall establish the days, work hours and work schedules for employees, which may be changed from time to time by the Village based upon operational needs of the Police Department. Patrol officers may exchange shifts with an officer from another team with

approval of the Chief of Police or his designee. Such requests must be submitted in writing and signed by both affected employees as well as their immediate supervisor.

#### Section 7.4 Normal Work Schedule

The current work day for police officers consists of eight (8) hour workdays. The normal work day does not include travel time to and from the police officers' worksite. The normal work schedule and length of work days may be changed by the Village upon thirty (30) days notice to the police officers affected by such change, except that in emergency conditions, no such advance notice shall be required. In the event that it becomes necessary to temporarily change the normal work day, work week or work cycle of an employee, the effected employee(s) will be afforded at least forty-eight (48) hours notice of the change, except in emergencies.

Should a police officer's meal be interrupted based upon an emergency or other official assignment of work, that police officer shall be entitled to the remaining meal time at a later time during the shift.

#### Section 7.5 Overtime Hours

Time worked by any police officer in excess of eighty (80) hours in any fourteen (14) day pay period, as established by the Village, shall be paid for at time and one-half the police officer's regular straight time hourly rate. Time worked shall be calculated in fifteen (15) minute blocks, with seven (7) minutes being rounded down and eight (8) minutes being rounded up.

For purposes of overtime calculation, "time worked" shall mean and include all hours compensated, except for sick time.

#### Section 7.6 Compensatory Time

All overtime hours worked shall be compensated by wages, unless the Village offers compensatory time for such overtime assignment. If offered by the Village for a particular overtime assignment, and at the police officers' discretion, a police officer may opt to earn compensatory time in lieu of payment for overtime. Said compensatory time shall be earned at one and one-half (1 ½) times the police officer's regular hourly rate of pay for each hour of overtime worked. Compensatory time shall be used at the police officer's discretion for paid time off at a later date with the approval of the Chief of Police or as a cash payment through the payroll system at the request of the police officer. Covered police officers may accumulate up to eighty (80) hours of compensatory time.

An employee with accrued compensatory time desiring to schedule compensatory time off shall submit a request form at least forty-eight (48) hours prior to the beginning of the shift that he/she proposes to take off, provided that the Chief of Police or his designee can waive this advance notice requirement on a case-by-case basis. Compensatory time off may be denied if the foreseeable effect as of the time that it is requested would be to create an overtime situation.

### Section 7.7 Overtime Scheduling

The Chief of Police or his designee shall have the right to require overtime work and police officers may not refuse such mandatory overtime assignments. Whenever practicable, overtime assignments will be scheduled on a voluntary basis, except for emergency situations or except where qualified volunteers are not readily available. The Village may continue its current practice of utilizing part-time police officers for any police assignments, including assignments which may have been created by absences of full-time police officers.

When assigning overtime, the Village will first schedule full-time officers for their regular days. Whatever openings are available, full-time officers shall be allowed to select two 8 hour slots for overtime, each 28 day cycle. Thereafter, part-time employees shall be scheduled. All remaining overtime may be offered to full-time or part-time officers, at the discretion of the Chief of Police or his designee.

Overtime may be offered to police officers in the bargaining unit, and if so, it shall be offered on a rotating seniority basis. If no police officer volunteers, and it is necessary to order a police officer to stay past his shift or report for duty early, then overtime will be ordered on the basis of reverse seniority of those officers on the current shift or the on-coming shift, at the discretion of the supervisor. Overtime assignments that require special skill, ability or experience are not offered on a seniority basis.

Police officers accepting a voluntary overtime assignment must be available for the complete duration of such assignment.

### Section 7.8 Court Time

A police officer that is required by the Village to be in court while scheduled to be off duty shall be compensated at his overtime hourly rate of pay for hours spent on court time, with a minimum of four (4) hours compensation. The location of the court shall be considered the police officer's worksite for the duration of the court call.

A police officer who is called to testify due to his official capacity and who is compensated by the Village for his time shall turn over to the Village any witness fees paid.

### Section 7.9 Emergency Call-Out Pay

A "call out" is defined as an official assignment of work that does not continuously precede or follow a police officer's regularly scheduled working hours. A minimum of two (2) hours pay will be guaranteed for all "call-outs."

## ARTICLE VIII VACATIONS

### Section 8.1 Eligibility and Allowances

Police officers earn vacation as follows:

<b>Length of Continuous Service</b>	<b>Hours per Year</b>	<b>Hours per Month</b>	<b>Hours per Pay Period</b>
Less than 5 years	80	6.67	3.08
Upon reaching 5 <sup>th</sup> anniversary of employment	120	10	4.62
Upon reaching 10 <sup>th</sup> anniversary of employment	160	13.33	6.15
Upon reaching 20 <sup>th</sup> anniversary of employment	200	16.66	7.69

Police officers will be credited for the vacation hours earned in accordance with the above schedule for each period of employment or partial period of employment, based upon their number of years of service. Accrual rates will be adjusted each anniversary date based upon the number of years of service completed in the prior year.

### Section 8.2 Vacation Pay

The rate of vacation pay shall be the police officer's regular straight-time rate of pay in effect for the police officer's regular job classification on the payday immediately preceding the police officer's vacation.

### Section 8.3 Vacation Scheduling

Police Officers shall make their annual vacation request prior to December 1<sup>st</sup> for the entire following calendar year. Annual vacation requests must be made in one (1) week or two (2) week increments, and officers must select no less than one-half (1/2) of their available vacation during the annual vacation request period, rounded down to the nearest whole week.

The Chief of Police may "block out" certain weeks due to the needs of Departmental scheduling, including scheduling vacations for officers holding a rank higher than bargaining unit members. Except for "blocked out" weeks, at least one (1) bargaining unit member shall be given the right to take a given week as a vacation, if requested as part of the Department's annual vacation pick. In the case of conflicting requests for vacation among bargaining unit members, seniority shall prevail.

The annual vacation schedule shall be posted on or before January 15<sup>th</sup> of each year. Police officers with accrued vacation remaining may then submit requests for the use of any remaining vacation time that had not been assigned in the annual vacation schedule. Unless otherwise authorized by the Chief of Police, police officers shall utilize vacation in increments of not less than one (1) workday. Once a vacation schedule is established, no police officer shall be

'bumped' as a result of another police officer's subsequent request, regardless of seniority. This paragraph shall not preclude the Chief of Police from canceling vacations during an emergency.

Section 8.4 Vacation Carryover

Employees must use vacation time within one (1) year of the date on which it was earned. Unused vacation time will be forfeited, except that the Chief of Police may grant permission to carry-over no more than five (5) days vacation, which must be used within three (3) months of the carryover, or else forfeited.

## ARTICLE IX HOLIDAYS

### Section 9.1 Holidays

The following days are designated holidays:

New Year's Day	January 1 <sup>st</sup>
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
Veterans Day	November 11 <sup>th</sup>
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Day after Thanksgiving
Christmas Eve Day	December 24 <sup>th</sup>
Christmas Day	December 25 <sup>th</sup>

Holidays shall be observed on the actual day of the holiday. If State or Federal law changes any of the dates for the above holidays, the new date will be observed in place of the date listed above.

### Section 9.2 Personal Days

Police officers shall be credited with sixteen (16) hours for personal days at the beginning of each contract year. Regular full-time police officers hired during the fiscal year will be credited with personal days on a pro-rated basis for the remainder of the contract year. Personal days shall be taken at the discretion of the police officer, provided the scheduled days are approved in advance by the designated supervisors. To that effect, officers must request personal days at least seven (7) days in advance, whenever possible, and personal days shall be taken in no less than four (4) hour increments. Personal days must be utilized within the contract year and may not be accumulated or reimbursed in a form of any extra compensation. Any personal day not utilized prior to the end of the contract year or prior to an employee's termination or notice of resignation is to be considered lost. Employees shall not be eligible to receive personal days until they have completed six (6) months of continuous service.

### Section 9.3 Holiday Pay

All bargaining unit members shall be entitled to receive eight (8) hours straight pay as and for holiday pay for each of the days designated as holidays in Section 9.1 hereinabove. In order to qualify for holiday pay, an officer must work the day before and the day after the holiday, except for RDO and vacation days. When required to work on a holiday designated in Section 9.1, police officers shall be paid two (2) times the police officer's regular straight time pay for all hours worked on the holiday shifts (the shifts which have a majority of hours on the holiday).

## **ARTICLE X INSURANCE**

### Section 10.1 Insurance

All covered police officers are eligible to participate in the Village's HMO health, dental and life insurance programs effective the first day of the month following their employment on a full-time basis. The Village reserves the right to change insurance carriers, benefit levels, or to self-insure as it deems appropriate, as long as the new coverage and benefits for bargaining unit police officers are substantially similar to those which predated the change. If the insurance carrier discontinues certain benefit levels or coverages, the Village is not required to continue the benefit or coverage at the prior level.

### Section 10.2 Police Officer Contribution for Insurance Benefits

Effective May 1, 2012, and during the duration of this contract, police officers shall contribute, on a bi-weekly basis, deducted from their wages, ten (10%) percent of the HMO health insurance premium for employee coverage, and ten (10%) percent of the HMO health insurance premium for dependent coverage (spouse and/or child/children), for whichever coverage the employee elects, and 100% of the dental insurance premium.

### Section 10.3 Life Insurance

The Village shall provide to all covered police officers life insurance in the amount of \$20,000.

### Section 10.4 Additional Insurance Benefits

Upon mutual agreement between the police officer and the Village, and in accordance with the terms and conditions of the insurance policy, the Village will continue health insurance coverage during any unpaid leave of absence in excess of thirty (30) days at the police officer's expense, except as provided for police officers on leave under the Family and Medical Leave Act (FMLA). COBRA continuation rights may apply in the event coverage is not extended through the Village.

### Section 10.5 Terms of Insurance Policies to Govern

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

### Section 10.6 Flexible Spending Accounts

A Flexible Spending Account is a program that allows the officers to pay for certain medical and dependent care expenses on a pre-tax basis. Under this program, the employee elects to contribute up to a maximum of two thousand four hundred (\$2,400.00) dollars into his or her flexible spending account for the year. This election must be made before the year begins. Throughout the year, the participant can be reimbursed for medical expenses (or dependent care expenses) from the account up to aforementioned maximum amount.

## ARTICLE XI SICK LEAVE

### Section 11.1 Purpose

The purpose of sick leave is to provide the police officer with protection against loss of income due to personal sickness or injury, or for necessary medical care of a police officer's immediate family, or medical consultations that prevent the performance of normal job duties.

Sick leave may be taken because of personal illness, disability, or for the necessary medical care of the police officer's family. Sick leave may also be used for medical consultations for illness or injury and in situations where the use of a prescription drug could impair performance or safety. Police officers shall schedule physical exams and non-emergency medical consultations for non-duty time.

### Section 11.2 Sick Leave Accrual

Police officers accrue sick leave benefits at the rate of eight (8) hours for each month of employment. A police officer shall have the right to accrue up to 1600 hours of sick leave. Police officers do not accrue sick leave benefits during a leave without pay that exceeds thirty (30) days. Sick leave must be used in minimum increments of one (1) hour.

### Section 11.3 Sick Leave Usage

Each police officer needing to take a day of sick leave shall notify his/her supervisor or their designee at least two (2) hours prior to the beginning of that police officer's shift, of the estimated amount of sick leave time required, and the reason for the leave. Failure to so notify the supervisor shall cause the supervisor to categorize that day as absent without leave, unless additional justifiable information is provided. If the absence is longer than one (1) day, the employee shall notify the supervisor daily during such absence.

The Chief of Police may require a doctor's certificate when a police officer is absent for a period of three (3) or more consecutive work days. The Chief may also request the opinion of a second doctor at the Village's expense to determine whether the police officer suffers from a chronic physical or mental condition that impairs his/her ability to perform the essential functions of the job.

Sick leave is not to be used by employees as vacations or simply to take time off with pay. Rather, sick leave may only be used for the purposes described in Section 11.1 hereinabove. The Employer will notify the officers of the Chapter (*i.e.*, President and Secretary) if the Employer suspects any employee of abusing sick leave, and the Chapter's officers shall cooperate with the Village in counseling such individuals, in an effort to minimize such sick leave abuse. Employees who continue to abuse sick leave will be subject to disciplinary action, up to and including discharge.

Police officers who use all of their accumulated sick leave and require more time off work due to illness or injury may, with the approval of the Chief of Police, use accumulated vacation or

compensatory time off. In accordance with Village policy, the police officer may request leave without pay or apply for Family and Medical Leave (FMLA).

## **ARTICLE XII LEAVES OF ABSENCE**

### Section 12.1 Bereavement Leave

Police officers will be given paid leave to attend the funeral of an immediate family member and to attend to necessary business associated with the death of the family member and funeral. "Immediate family" includes the police officer's spouse, child (natural or adopted) stepchild, parent, brother or sister, mother or father-in-law, grandparents or guardian. An employee may request funeral leave from the Chief of Police for a brother-in-law or sister-in-law, subject to the Chief's discretion.

The length of such leave shall be as authorized by the Chief of Police, but shall not exceed a maximum of three (3) working days.

### Section 12.2 Jury Leave

Police officers shall be granted time off with pay, minus all jury duty pay, to serve on a jury.

### Section 12.3 Administrative Leave

The Chief of Police may place a police officer on administrative leave with pay for an indefinite period of time. Such leave shall be on a case-by-case basis as determined by the Chief of Police to be in the best interests of the Village during the pendency of an investigation or other administrative proceedings.

### Section 12.4 Military Leave

Police officers who are members of the National Guard or federal reserve military units may be absent from their regularly scheduled duties for a period of up to fifteen (15) days per calendar year when they are performing ordered military training duty and while going to and from that duty. Police officers shall be compensated for the difference between their regular Village compensation and the military pay received during the military leave for up to fifteen (15) days. The provisions of USERRA shall govern police officers who are called to active duty.

### Section 12.5 Family and Medical Leave

Police officers who have worked for the Village for at least twelve (12) months may be eligible for Family and Medical Leave in accordance with the Village policy and procedure for the Family and Medical Leave Act (FMLA). The twelve (12) month period for purposes of FMLA leave shall be calculated using the "rolling 12 months" method.

## ARTICLE XVIII WAGES

### Section 13.1 Wage Schedule

Effective May 1, 2012, police officers shall be compensated in accordance with the wage schedule attached to this Agreement as Appendix "A." On the first day of the first payroll period of each calendar year, after one year of "satisfactory service" at their current step, each police officer covered by this Agreement shall advance to the next step in the wage schedule. "Satisfactory service" shall require an annual evaluation rating of at least "meets expectations."

### Section 13.2 FTO Pay

Effective upon execution of this Agreement, for each work week an officer is assigned to function as a Field Training Officer for a probationary police officer and actually performs such function, such officer shall be compensated one (1) hour of pay at their overtime rate of pay. In order to be eligible for such FTO pay, an officer must perform FTO duties a minimum of three (3) days in such work week.

### Section 13.3 Officer in Charge Pay

A senior officer on his particular shift assigned to act as an Officer in Charge who serves in that capacity for at least four (4) hours shall receive one (1) additional hour of pay at their regular hourly rate or one (1) hour time due as compensation for such service.

## ARTICLE XIV DISCIPLINE

### Section 14.1 Discipline

All police officers are expected to exercise sound judgment, common sense, dedication, and courtesy in the performance of their duties. The primary mission of every police officer is to provide courteous, orderly, efficient, and economic delivery of services to the citizens of the Village.

Acts, errors, or omissions that discredit the public service or impair the provision of orderly services to the citizens of the Village or violate the Rules and Regulations or the policies or procedures of the Police Department or the Village may result in discipline, including termination.

The Chief of Police shall have full discretion and authority to impose disciplinary action in accordance with Village policy, state law, and the circumstances of the particular case. The severity of the discipline issued by the Chief of Police shall be subject to the grievance procedure contained in Article VI of this Agreement

In the event that discipline is necessary, the following types of disciplinary actions may be used, depending on the particular situation:

#### Verbal Warning:

A verbal warning is a counseling session between the police officer's supervisor and the police officer on the subject of the police officer's conduct and performance, or his/her failure to observe a rule, regulation, or administrative instruction. It is intended to increase a police officer's efficiency and value to the Village by changing the police officer's conduct, attitude, habits, or work methods. Following the counseling session the supervisor shall document the verbal warning. The supervisor shall provide a copy of the document to the police officer.

#### Written Reprimand:

A written reprimand is a formal written disciplinary action for misconduct, inadequate performance, or repeated lesser infractions. Written reprimands shall be placed in the police officer's personnel file with a copy provided to the police officer.

#### Suspension:

A suspension is a temporary, unpaid absence from duty that may be imposed as a penalty for significant misconduct or repeated lesser infractions. Suspensions may be issued by the Chief of Police, but shall not exceed thirty (30) days without pay.

#### Discharge/Termination:

A police officer may be discharged from service as a police officer for just cause by the Chief of Police.

Any disciplinary action taken by the department that does not result in a loss of pay, benefits, or seniority, shall not be subject to the grievance procedure beyond Step Three of Article VI of this Agreement.

#### Section 14.2 Grievances Regarding Discipline

It is understood that all discipline, including suspensions and discharge, shall be subject to the grievance procedure provided in this Agreement, and not subject to appeal or hearing before the Board of Fire and Police Commissioners. Grievances regarding suspension or termination may be grieved to arbitration under Step Four of the grievance procedure provided in this Agreement, but grievances regarding oral or written reprimands may only be grieved up to Step Three of the grievance procedure provided in this Agreement.

#### Section 14.3 Garrity Warnings

If an employee becomes a suspect or the target of a criminal investigation, such employee shall be orally notified of their constitutional rights prior to any further interview as part of the internal investigation (*i.e.*, Garrity warning to be issued).

**ARTICLE XV  
ALCOHOL AND DRUG TESTING PROCEDURES**

Section 15.1 Statement of Policy

It is the policy of the Village of Indian Head Park 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 officers.

Section 15.2 Prohibitions

Officers shall be prohibited from:

- (a) consuming or possessing alcohol (unless in accordance with duty requirements) or illegal drugs 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;
- (b) illegally selling, purchasing or delivering any illegal drug during the work day or on the Employer=s premises;
- (c) being under the influence of alcohol or illegal drugs during the course of the work day;
- (d) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Section 15.3 Drug and Alcohol Testing Procedures

Where the Village has reasonable suspicion to believe that an officer 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 officer to submit to alcohol or drug testing as set forth in this Agreement. At least one (1) non-bargaining unit supervisory personnel, who is not a member of the bargaining unit represented by the Union, must articulate his reasonable suspicion concerning the affected employee prior to any order to submit to the testing authorized herein. The Police Department may engage in random testing annually of a maximum of twenty-five percent (25%) of departmental employees for alcohol and fifty percent (50%) of departmental employees for illegal drugs. The foregoing shall not limit the right of the Village to conduct tests as it may deem appropriate for persons seeking employment as police officers prior to their date of hire, or for promotion.

#### Section 15.4 Order to Submit to Testing

At the time an officer is ordered to submit to testing authorized by this Agreement, the Village shall provide the officer 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. The officer shall be permitted to consult with a representative of the Union at the time the order is given but such consultation shall not delay the time in which such officer shall be required to submit to testing. No questioning of the officer shall be conducted without first affording the officer the right to Union representation and/or legal counsel. Refusal to submit to such testing may subject the employee to discipline, but the officer=s taking of the test shall not be construed as a waiver of any objection or rights that he may have.

#### Section 15.5 Tests to be Conducted

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

- (a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- (b) insure that the laboratory or facility selected conforms to all NIDA standards;
- (c) establish a chain of custody procedure for both the sample collection and testing that will insure the integrity of the identity of each sample and test result. No officer covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
- (d) collect a sufficient sample of urine or material from an officer to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the officer;
- (e) collect samples in such a manner as to preserve the individual officer=s right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Officers submitting a sample shall be observed by a member of the same sex to be designated by a supervisory officer;
- (f) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- (g) provide the officer tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the officer=s own choosing that meets the requirements of subparagraphs (a) and (b) hereinabove, at the officer=s

own expense, provided the officer notifies the Chief of Police within seventy-two (72) hours of receiving the results of the tests;

(h) require that the laboratory or hospital facility report to the Village that a 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 test administered), the Village will not use such information in any manner or forum adverse to the officer=s interests;

(i) require that with regard to alcohol testing, for the purpose of determining whether the officer is under the influence of alcohol, a blood/alcohol content of .02 shall apply in determining whether test results shall be considered to be positive;

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

(k) insure that no officer is the subject of any adverse employment action except temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

#### Section 15.6 Right to Contest

The Union and/or the officer, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the Grievance Procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that officers may have with regard to such testing. Officers retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Union.

#### Section 15.7 Voluntary Requests for Assistance

The Village shall take no adverse employment action against an officer who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Village may require reassignment of the officer. The Village shall make available through its Employee Assistance Program a means by which the officer 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 officer=s interests, except reassignment as described above.

### Section 15.8 Discipline

In the first instance that an officer tests positive on both the initial and confirmatory test for drugs or is found to be under the influence of alcohol, such officer shall be subject to disciplinary action by the Village, up to and including discharge. In addition, if an employee is not discharged, the employee shall be required to:

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

Officers who do not act in accordance with the foregoing, or who 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 officer on active status throughout the period of rehabilitation if it is appropriately determined that the officer's current use of alcohol or drugs prevents the 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 officers shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence pursuant to Village policy, at the officer's option, pending treatment. The foregoing shall not limit the Village's right to discipline officers for any other type of misconduct.

**ARTICLE XVI  
MISCELLANEOUS PROVISION**

Section 16.1 Ratification and Amendment

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

Section 16.2 No Discrimination

Neither the Village nor the Union shall discriminate against any police officer because of race, sex, creed, color, religion, or national origin. The Union agrees to represent all police officers fairly and without regard to Union affiliation, non-affiliation, or dis-affiliation.

Section 16.3 Outside Employment

Police officers shall not, directly or indirectly, engage in any outside employment or have any financial interests that may conflict, in the Village's opinion, with the best interests of the Village or interfere with the police officer's ability to perform the assigned Village job.

A police officer, who chooses to have an additional job, contractual commitment or self-employment, may do so provided the police officer obtains prior approval from the Chief of Police.

Section 16.4 Probationary Period

All newly hired police officers shall enter a probationary period that is considered an integral part of the selection and evaluation process. During the probationary period a police officer shall be required to demonstrate suitability for the position through actual work performance.

The normal probationary period shall be eighteen (18) months from the police officer's date of hire. Such probationary period may be extended if mutually agreed between the police officer and the Village.

When the Chief of Police determines that a police officer has satisfactorily completed the probationary period, the Chief of Police or his/her designee shall prepare a written performance evaluation. If the probationary period is satisfactorily completed, the police officer shall be certified to regular employment status.

**ARTICLE XVII**  
**LABOR MANAGEMENT MEETINGS**

Section 17.1 Labor Management Meetings. The Union and the Employer mutually agree that in the interest of harmonious management and employee relations, it is desirable that meetings be held as needed between local representatives and representatives of the Employer. Such meetings may be requested by either party in writing at least seven (7) days in advance of the requested date of such meeting, and at least quarterly and must be accompanied by a written agenda. Meetings shall be scheduled by mutual agreement of the Union and the Employer after such written request has been received. Such meeting shall be limited to:

- (a) discussions on the implementation of general administration of this Agreement;
- (b) a sharing of general information of interest to the parties;
- (c) notifying the Union in changes in bargaining conditions of employment contemplated by the Employer which may effect bargaining unit members.

Section 17.2 Meetings Exclusive of Grievance Procedure. It is expressly understood and agreed that such labor management 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 terms of this Agreement be carried on at such meetings.

**ARTICLE XVIII  
UNIFORM ALLOWANCE**

The Employer agrees to maintain the uniform and clothing allowance system, which is currently in existence. The current system allots \$1,000.00 per fiscal year for use by each bargaining unit member in order to obtain or replace uniforms and related equipment, and to repair or replace items of personal property worn by the officer during the course of the officer's duties which may be lost or damaged.

**ARTICLE XIX  
INDEMNIFICATION**

The Employer shall be responsible for, hold officers harmless from and pay for damages or monies which may be adjudged, assessed or otherwise levied against any officer covered by this Agreement, in accord with the provisions of 65 ILCS 5/1-4-6. The Employer shall not be required to defend, indemnify, by responsible for, hold officers harmless from or pay for damages or monies arising from claims, judgments or awards for punitive or exemplary damages. Officers shall be required to cooperate with the Employer during the course of the investigation administration or litigation of any claim arising under this Article, in order to be eligible for such indemnification.

**ARTICLE XX  
SAVINGS CLAUSE**

In the event any Article, Section or provision of this Agreement should be held invalid and unenforceable by virtue of legislative action or by any board, agency or court of competent jurisdiction, such decision shall apply only to the specific Article, Section or provision thereof so affected and the remaining provisions of this Agreement shall remain in full force and effect.

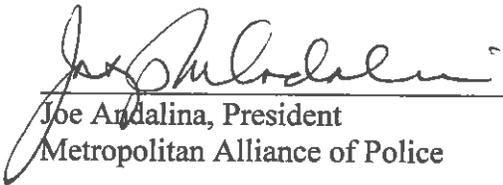
**ARTICLE XXI**  
**ENTIRE AGREEMENT**

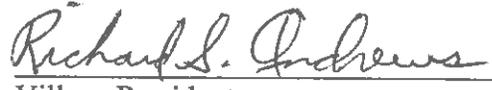
This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, the Village reserves the right, as provided in Article II, "Management Rights," to change or modify it. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right opportunity are set forth in this Agreement. Therefore, the Village and the Union, for the life of the Agreement, each voluntarily 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. The Union specifically waives any right it may have to impact or effects bargaining for the life of this Agreement.

**ARTICLE XXII  
TERMINATION**

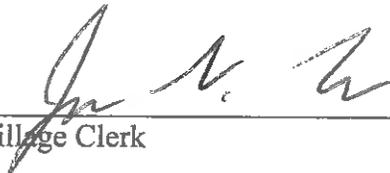
This Agreement shall be effective as of the day after it is executed by both parties and shall remain in force and effect until April 30, 2015. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by certified mail, or hand delivery, at least one hundred twenty (120) days prior to the termination date that it desires to modify this Agreement. The notice shall be considered as given as of the date shown on the post mark, or the date of hand delivery, in which case a written, dated receipt shall be made. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the expiration date. Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse procedures are continuing for a new Agreement, or part thereof, between the parties.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2012 after ratification by the Union's membership and after receiving official approval by the Village President and Board of Trustees of the Village.

  
\_\_\_\_\_  
Joe Andalina, President  
Metropolitan Alliance of Police

  
\_\_\_\_\_  
Richard S. Andrews  
Village President

\_\_\_\_\_  
President, MAP Chapter 501

  
\_\_\_\_\_  
Village Clerk

**APPENDIX A  
WAGE SCHEDULE**

Police officers shall receive a pay increase as indicated on the following scale:

<b>Step</b>	<b>Effective 5/1/12 2.5% Increase</b>	<b>Effective 5/1/13 2.0% Increase</b>	<b>Effective 5/1/14 2.0% Increase</b>
<b>1</b>	\$49,618	\$50,610	\$51,622
<b>2</b>	\$53,190	\$54,254	\$55,339
<b>3</b>	\$56,761	\$57,896	\$59,054
<b>4</b>	\$60,334	\$61,541	\$62,772
<b>5</b>	\$63,905	\$65,183	\$66,487
<b>6</b>	\$67,476	\$68,826	\$70,203
<b>7</b>	\$71,048	\$72,469	\$73,918
<b>8</b>	\$74,619	\$76,111	\$77,633