

COPY

**A G R E E M E N T**

*Between*

**THE VILLAGE OF HUNTLEY, ILLINOIS**

*And*

**METROPOLITAN ALLIANCE OF POLICE,  
CHAPTER #207**

**Through December 31, 2008**

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## P R E A M B L E

THIS AGREEMENT is entered into by the Village of Huntley, Illinois (the "Village") and the METROPOLITAN ALLIANCE OF POLICE, CHAPTER # 207 ("MAP" or "Chapter" or "Union") this 15th day of December 2005 and is in recognition of the Union's status as the representative of certain of the Village's full-time employees and has as its basic purpose the promotion of harmonious relations between the parties, the establishment of an equitable and orderly procedure for resolving differences arising out of the employment relationship and the establishment of an entire agreement covering rates of pay, hours of work and other conditions of employment for employees of the Village in the unit described in Article I hereof.

Therefore, in consideration of the mutual promises and agreements contained in this Agreement, the Village and the Union do mutually promise and agree as follows:

### ARTICLE I RECOGNITION OF BARGAINING AGENT

**Section 1.1, Recognition of Bargaining Agent .** Pursuant to an election and certification by the Illinois Labor Relations Board under Case No. S-RC-01-007 dated December 12, 2000, and the certification issued thereon to the Chapter by the State of Illinois Labor Relations Board, the Employer recognizes the Chapter as the exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for all sworn full-time and probationary officers within the Police Department of the Village of Huntley, below the rank of sergeant, as certified, as described hereinabove. None of the provisions of this Agreement shall be construed to require either the Employer or the Chapter to violate any Federal or State laws.

**Section 1.2, Probationary Period.** The probationary period shall be eighteen (18) months following the employee's date of hire. Time absent from duty or not served shall not apply toward satisfaction of the probationary period. During the probationary period, an employee is entitled to all rights, privileges or benefits under this Agreement, except as limited by the express terms of this Agreement, which limitations include that the Village may suspend or discharge a probationary employee without cause, and such employee shall have no recourse to the grievance procedure or the Huntley Board of Police Commissioners to contest the suspension or discharge.

**Section 1.3, Fair Representation.** The Union recognizes its responsibility as the exclusive bargaining agent of all employees in the bargaining unit and agrees to fairly represent each and every employee regardless of whether they are members of the Union. The Union agrees to indemnify the Village for all costs and fees and damages (including but not limited to attorneys fees) incurred by the Village arising out of a claim that the Union has violated its duty of fair representation.

**Section 1.4, Gender.** In this contract, the pronouns "he, him and his" shall refer to both male and female employees equally.

**Section 1.5, Labor Management Meetings.** The Chapter and the Employer agree that, in the interest of efficient management and harmonious employee relations meetings will be held, if mutually agreed, between no more than two (2) Chapter representatives and responsible administrative representatives of the Employer. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "labor-

management conference” and expressly providing the specific agenda for such conference. Such conferences, times and locations, if mutually agreed upon, shall be limited to:

- (a) discussion on the implementation and general administration of this Agreement;
- (b) a sharing of general information of interest to the parties; and
- (c) safety, uniform and equipment issues.

It is expressly understood and agreed that such conferences shall be exclusive of the grievance procedure. Specific 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 conferences.

Attendance at labor-management conferences shall be voluntary on the employee’s part. Attendance at such conferences shall not interfere with required duty time and attendance, if during duty time, is permitted only upon prior approval of the Chief of Police or his designee. The Chief of Police or his designee in his sole discretion shall determine its representatives at such meetings.

## ARTICLE II MANAGEMENT RIGHTS

**Section 2.1, Management Rights.** Except as specifically limited by the express provisions of this Agreement, and subject to the powers of the Huntley Board of Police Commissioners, the Village retains the exclusive right to manage and direct the affairs of the Police Department in all of its various aspects and to manage and direct its employees, including but not limited to the following: 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 employment and to deploy employees both internally and externally to other assignments or functions; to schedule and assign work; to

establish work and productivity standards and, from time to time, to change those standards; to purchase equipment and contract out services; to determine the methods, means, organization and number of personnel by which departmental operations and services shall be made or purchased; to make, alter and enforce rules, regulations, orders, policies and procedures; to evaluate, promote or demote employees and to establish the standards for such promotions; to establish performance standards; to discipline, suspend and/or discharge non-probationary employees as such powers may be changed or amended from time-to-time by the Board of Police Commissioners subject to the powers of the Huntley Board of Police Commissioners; 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 work hours and shift hours and to change them from time to time; to determine and implement 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 Village Manager, Police Chief or their authorized designees, which may include, but are not limited to: riots, civil disorders, tornado conditions, floods or other catastrophes or financial emergencies; and to suspend the terms of this Agreement during such civil emergency; and, to generally carry out the mission of the Village.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Village, and the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement, and only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.



**Section 2.2, Civil Emergency Provision.** If in the sole discretion of the President of the Board of Trustees or the Village Manager it is determined that extreme civil emergency conditions exist, including but not limited to riots, civil disorders, tornado conditions, floods, snow storms or other similar catastrophes, the provisions of this agreement may be suspended by the President of the Board of Trustees or by the Village Manager during the time of declared emergency, provided that wage rates shall not be suspended. Should an emergency arise, the President of the Board of Trustees or the Village Manager shall advise the President of the Union of the nature of the emergency. The President of the Board of Trustees or the Village Manager shall follow up such advice in writing as soon thereafter as practicable and shall forward such written notice to the President of the Union.

**Section 2.3, Authority of the Huntley Board of Police Commissioners.** This Agreement is not intended and shall not be construed to diminish or modify the authority or powers of the Huntley Board of Police Commissioners, or any successor to it. The parties hereto expressly recognize the existing authority and powers of said Board.

**Section 2.4, Work Rules, General Orders and Regulations.** The Village may adopt, change or modify work rules, general orders and regulations (“work rules”) in a manner which will not violate any express provision of this Agreement. The Village agrees to post or make available in the department a copy of its written work rules where such rules exist.

### **ARTICLE III UNION RIGHTS**

**Section 3.1, Dues Deduction.** While this Agreement is in effect the Village will deduct from the first paycheck issued each month to each employee the uniform, regular monthly Union dues for each Officer in the bargaining unit who has filed with the Village a voluntary, effective

checkoff authorization in the form agreed upon by the parties. Such deductions will be remitted to the Union within fourteen (14) days of the deduction.

An Officer desiring to revoke the dues checkoff may do so by providing thirty (30) days' written notice to the Village and the Union. The actual amount of dues deducted, as determined by the Union, shall be uniform in nature for each Officer in order to ease the burden of administering this provision.

If the Officer has no earnings due for that period, the Union shall be responsible for collection of dues. The Union agrees to refund to the Officer any amounts paid to the Union in error on account of this dues deduction provision. The Union may change the fixed uniform dollar amount which will be considered the regular monthly dues once each year during the life of this Agreement. The Union will give the Village thirty (30) days' notice of any such change in the amount of uniform dues to be deducted.

**Section 3.2, Fair Share.** Employees hired after January 1, 2003 who are not members of the Metropolitan Alliance of Police shall, commencing sixty (60) days after their employment or sixty (60) days after the effective date of this Agreement, whichever is later, pay a fair share fee to the Metropolitan Alliance of Police for collective bargaining and contract administration services rendered by the Metropolitan Alliance of Police as the exclusive representative of the employees covered by said Agreement, provided such fair share fee shall not exceed the dues attributable to being a member of the Metropolitan Alliance of Police. Employees hired prior to January 1, 2003 who are or who become members of the Metropolitan Alliance of Police on or after January 1, 2003 shall either remain members of the Metropolitan Alliance of Police or shall become fair share payors as provided in this Agreement. The Metropolitan Alliance of Police shall periodically submit to the Village a list of the members covered by this Agreement who are

not members of the Metropolitan Alliance of Police and an affidavit which specifies the amount of the fair share fee called for in this Agreement. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit.

The Metropolitan Alliance of Police agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in *Chicago Teachers Union v. Hudson*, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee payors. Accordingly, the Metropolitan Alliance of Police agrees to do the following:

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

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

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Metropolitan Alliance of Police. If the affected non-member and the Metropolitan Alliance of Police are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an

approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

**Section 3.3, Indemnification.** The Union shall indemnify, defend and save the Village harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the Village in complying with the provisions of this Article. If an improper deduction is made, the Union shall refund directly to the Officer any such amount.

**Section 3.4, Rights of MAP.** Police officers shall have no vested right to the continuance of any work practice; however, employee rights shall be considered by management in the development of all written work rules and operating procedures. The Chief will make available a bulletin board in a non-public area of the Department for the posting of official MAP communications. The Union will limit the posting of Union communications to such bulletin board. Endorsements, documents, pamphlets and other literature which is primarily political in nature with regard to candidates or elections for any local, state or national office, or material which is inflammatory in nature may not be posted on this bulletin board. Copies of any postings will be provided to the Chief prior to posting.

#### **ARTICLE IV PERSONNEL FILES**

All employees may review their respective personnel files pursuant to the Illinois Compiled Statutes. The parties agree that any violation of this Article IV may only be grieved through the step prior to arbitration under the grievance procedure contained in this Agreement. By agreeing to such limitation, the Union or Officer does not waive any statutory rights to file a

cause of action against the Village, its officers or agents in a court of law alleging a violation of federal or state law.

## **ARTICLE V NO STRIKE, NO LOCKOUT**

**Section 5.1, No Strike.** Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, slowdown, speed-up, sit down, concerted stoppage of work, concerted refusal to perform overtime, concerted work-to-the-rule situations, mass resignations, mass absenteeism or organized interference, regardless of the reason for doing so. Each employee who 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 a violation of this section of this Article, the Union agrees to inform its members of their obligation under this Agreement and to direct them to return to work.

Any grievance filed under this section shall be solely limited to the issue of whether the employee or employees violated this section.

**Section 5.2, No Lock Out.** The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union or for any collective bargaining reason whatsoever.

**Section 5.3, MAP Responsibility.** All Police Officers who hold a position of officer, or any other position of authority in the local chapter of MAP occupy a position of special trust and responsibility in maintaining and bringing about compliance with this provision, including but not limited to the responsibility to remain at work during any interruption which may be initiated

by other Police Officers, and to encourage Police Officers violating this paragraph to return to work.

## **ARTICLE VI DISCIPLINE**

**Section 6.1, Progressive Discipline.** The Village agrees with the general tenets of progressive and corrective discipline where minor offenses are involved. Disciplinary action for minor offenses under this Agreement may include, among other actions, the following:

- (a) Verbal reprimand, with notice to be given to the employee in writing.
- (b) Written reprimand, with notice to be given to the employee in writing.
- (c) Suspension of five days or less, with notice to be given to the employee in writing.

Nothing in this agreement shall be interpreted to adversely impact the sole right of the Village of Huntley's Board of Police Commissioners to impose and review issues of serious discipline including, but not limited to, suspensions without pay in excess of five days, or discharge.

**Section 6.2, Disciplinary Procedure.** It is the policy of the Village Police Department to provide employees covered by this Agreement with the appropriate protections of law concerning internal investigations involving allegations of employee misconduct which may affect an employee's employment. In this regard, to the extent required by law (in such cases as *Weingarten/Morgan*), an employee shall be entitled to the presence of a union officer, steward or other representative at an investigatory interview when the employee being interviewed reasonably fears that the interview may lead to discipline and makes a request for a union representative to be present. Furthermore, the Village agrees to abide by the requirements of the

Peace Officer's Disciplinary Act (copy attached as Appendix B) to the extent such requirements may lawfully apply to the Village.

The parties agree that any violation of this Section 6.2 may only be grieved through the step prior to arbitration under the grievance procedure contained in this Agreement. By agreeing to such limitation, the Union or Officer does not waive any statutory rights to file a cause of action against the Village, its officers or agents, in a court of law alleging a violation of federal or state law. Further, by agreeing to this Section 6.2, neither the Union nor employees covered by this Agreement are intending to waive any defenses to discipline they may possess under the Peace Officer's Disciplinary Act.

**Section 6.3, Written Reprimand.** Any time a police officer is given a written reprimand, that police officer shall receive a copy of such reprimand with a copy of the reprimand also being placed in the officer's personnel file within seven (7) days of the officer's receipt of the reprimand.

**Section 6.4, Record Evidence of Discipline.** If an employee receives an oral reprimand, such reprimand will be memorialized in writing with a copy given to the employee and a copy placed in the employee's personnel file. If more than two (2) years elapse with no further discipline imposed on the employee, then the next minor discipline to be imposed on the employee will be another oral reprimand. The record evidence of the earlier reprimand will also be removed from the employee's file but may be retained by the Village for possible use in defense of any legal action brought against the Village by any person or entity.

## ARTICLE VII GRIEVANCE PROCEDURE

**Section 7.1, Definition of Grievance.** A grievance is defined as a complaint arising under and during the term of this Agreement raised by an employee or the Chapter involving an alleged violation, misinterpretation or misapplication of an express provision of this Agreement, except that any dispute or difference of opinion concerning the imposition of discipline which is subject to the Village of Huntley Board of Police Commissioners shall not be considered a grievance. The Chapter may file an employee-specific grievance only with the written consent of the aggrieved employee. The Chapter may file a general Chapter-related grievance by submitting the written grievance signed by a Chapter officer, acting in a representative capacity. This grievance procedure shall supersede any other Village grievance procedure.

**Section 7.2, Grievance Procedure.** Recognizing that grievances should be submitted in writing and settled promptly, a grievance must be raised by the affected employee and/or a Chapter Officer within five (5) working days after the occurrence of the event giving rise to the grievance, or within three (3) working days after the date when the employee or the Chapter Official should, using reasonable diligence, reasonably have become aware of the event giving rise to the grievance, in accord with the following procedure (a working day includes all days whether the affected employee does or does not actually work, but shall not include Saturdays, Sundays, and holidays observed by the Village):

**STEP ONE: Immediate Supervisor.** The employee (or the Chapter officer if a Chapter grievance) shall give written notification of his grievance to his non-bargaining unit supervisor of the rank of sergeant or above ("immediate 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(s) of the Agreement alleged to have been violated and the relief requested. The notification will be deemed received for purposes of the grievance



procedure when handed to the employee's immediate supervisor. The immediate supervisor shall answer the grievance within five (5) working days.

**STEP TWO: Appeal to Chief of Police.** If the grievance is not settled in Step One, or if an answer is not given within five (5) working days, the grievant (or Chapter officer if a Chapter grievance) may, within five (5) working days following the immediate supervisor's answer or expiration of the time limit set forth in Step One, file with the Chief a written appeal signed by the employee or Chapter officer if a Chapter grievance. 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 Chief or his designee shall investigate the grievance and offer to discuss the grievance within five (5) days with the Grievant and a union representative if requested by the Grievant at a mutually agreeable time. If no agreement is reached in such discussion the Chief or his designee shall give a written answer within five (5) working days of the date of the discussion.

**STEP THREE: Appeal to Village Manager.** If the grievance is not settled in Step Two, or if an answer is not given within five (5) working days of the Step Two discussion, the Grievant may, within five (5) working days thereafter, file with the Village Manager a written appeal signed by the Grievant or the Chapter officer if a Chapter grievance. The Grievant and a representative of the Union shall meet with the Village Manager or his designee to discuss the grievance at a mutually agreeable time. If no agreement is reached in such discussion, the Village Manager or his designee will give his answer in writing within five (5) working days of the date of such discussion.

**STEP FOUR: Arbitration.** If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration by giving written notice to the Village Manager within five (5) working days after receipt of the Village Manager's answer in Step Three.

- A. If the parties are unable to agree upon an arbitrator within ten (10) calendar days after the Village receives the notice of referral, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) 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 or Indiana. Upon receipt of the panel, the party requesting arbitration will make the first strike and the parties will alternately strike thereafter, 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.
- B. The arbitrator shall be notified of his selection and shall be asked to set a time and a place for the hearing, subject to the availability of Village and Chapter 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, subject to manpower needs and availability.

- C. 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 question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement. He 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. His decision shall be based solely upon an interpretation of the meaning or application of this Agreement to the facts of the grievance presented. 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 which 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 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, including all bargaining unit employees. The fees and expenses of the arbitrator and of a court reporter shall be divided equally between the Village and the Chapter. Each party shall be responsible for compensating its own representatives and witnesses.

**Section 7.3, Time Limits.** No grievance shall be entertained or processed unless it is filed within the time limits set forth in Section 7.2. If a grievance is not presented by the Grievant or the Chapter within the time limits set forth above, it shall be considered waived and may not be further pursued by the employee or the Chapter. 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 Grievant or the Chapter if a Chapter grievance may immediately appeal to the next step.

**Section 7.4, Investigation and Discussion.** All grievance discussions and investigations shall take place in a manner which does not interfere with Village operations. No time spent on

grievances or other Union related matters by employees shall be considered time worked for compensation purposes unless the Chief of Police provides written authorization to the contrary.

**Section 7.5, Forms.** The Village may furnish grievance forms which can be used by both parties.

## **ARTICLE VIII HOURS OF WORK AND OVERTIME**

**Section 8.1, Application of Article.** This Article is intended only as a basis of calculating overtime payments and nothing in this Agreement shall be construed as a guarantee of hours of work per shift, per week, per work cycle or any other period.

**Section 8.2, Normal Work Period and Work Day.** For purposes of determining eligibility for overtime payment, the normal work period for employees working eight (8) or twelve (12) hour shifts shall be fourteen (14) days and the normal pay period will be two (2) consecutive weeks. Unless otherwise established by the Village in accordance with this Section, the normal work day for employees working twelve (12) hour shifts shall include a one-half (1/2) hour paid lunch period, subject to emergency work duties and for employees working an eight (8) hour work shift, the normal work day shall include a one-half (1/2) hour paid lunch period, subject to emergency work duties. The normal work week shall be considered to begin on 12:01 a.m. on Sunday and end at 12:00 a.m. on the following Sunday.

**Section 8.3, Work Scheduling.** 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 the sound operational needs of the Police Department. Before a permanent change is made in an employee's work day, work hours or work schedule, the employee and the Union will be

provided at least fourteen (14) days' advance notice and be given an opportunity to provide input concerning the change and the effects of the change on the employee(s) affected by the change.

**Section 8.4, Overtime Pay.** Sworn officers covered by this Agreement receive overtime at a rate of time and one-half (1-1/2) as set forth below:

- (a) Sworn officers covered by this Agreement who are assigned to work an 8-hour shift shall receive overtime compensation at the rate of time and one-half (1-1/2) for each hour they work over eight (8) hours in a work day or forty (40) hours in the period of one week's time, except that the Community Relations Officer(s) shall be paid time and one-half for all hours worked over eighty (80) hours in a two (2) week period.
- (b) Sworn officers covered by this Agreement who are assigned to work a twelve (12) hour shift shall receive overtime compensation at the rate of time and one-half (1-1/2) for each hour they work over twelve (12) hours in a work day or eight-four (84) hours in the period of two week's time.
- (c) All department meetings and training which occur during an officer's off-duty time (excluding travel time) will be paid at time and one-half (1-1/2) if the meeting occurs in excess of hours set forth in Section 8.4(a) or 8.4(b), above.
- (d) For purposes of overtime calculation, "hours actually worked" shall mean and include all hours actually worked, and shall include vacation time, sick time, holiday time or any other authorized paid time off.

**Section 8.5, Overtime Scheduling.** The Chief of Police or his designee shall have the right to require overtime work and employees may not refuse overtime assignments. In non-emergency situations, overtime assignments (except for work in progress) shall be made as follows:

- (a) Overtime Scheduling and Call-Out. The Department shall offer all non-emergency overtime opportunities (except for work in progress) to covered employees on a strict seniority basis. If it is necessary to hold an officer over from a prior shift or to call an officer in early from the next shift, selection will be requested by seniority. If no officer volunteers, and it should be necessary to order an officer to stay or report in early, then overtime will be ordered on the basis of reverse seniority. Seniority may be bypassed if assignments require special skill, ability and experience or involve work in progress. Should a

violation of this Section be established through the grievance procedure, the sole remedy available to the aggrieved employee(s), absent a showing of repeated, intentional violation of this Article by the involved supervisor or manager, shall be to provide that employee(s) with the next available, reasonably similar overtime assignment(s).

- (b) Acceptance of Overtime Assignment. In order to accept a voluntary overtime assignment, officers must be available for the full length of the assignment. Officers on a definite court call (i.e., traffic court, summary suspension hearing, subpoena, motion to suppress hearing) shall not be able to accept the assignment. Officers on a court stand-by shall be eligible for overtime assignments.

**Section 8.6, Show Up or Call Back Pay.** Employees covered by this Agreement shall receive at their overtime rate of pay for all hours worked a minimum of two (2) hours for all details and/or duty assignments in which the officers are called in to work or called back to work which do not immediately precede or follow the officer's regularly scheduled work shift, unless the officer is called back to rectify his own error which needs to be corrected before the officer's next regularly scheduled shift.

**Section 8.7, Compensatory Time.** Compensatory time at the rate of time and one-half (1-1/2) may be earned at such times and in such time blocks as are mutually agreed upon between the involved employee and the supervisor. If mutual agreement on compensatory time cannot be reached, the employee shall receive pay for overtime hours worked in accordance with the overtime provisions of this Agreement. Employees may accumulate no more than eight (80) hours of compensatory time in a fiscal year. Compensatory time off may be taken upon the approval of the employee's supervisor, and may only be taken in a minimum of two (2) hour increments except if otherwise approved by the Chief or his designee. Employees must give forty eight (48) hours advance notice of their desire to take compensatory time off, although, the on-duty Sergeant shall have the discretion to waive this requirement where there is no adverse affect to the shift.

**Section 8.8, Court Time.** Employees who would otherwise be off duty shall be paid at the overtime rate of time and one-half (1-1/2) their regular straight-time hourly rate of pay for all hours worked when appearing in court on behalf of the Village in the capacity of a commissioned officer or when preparing for an off-duty court appearance when in the presence of a prosecuting attorney. Employees will be paid overtime rates for a minimum of two (2) hours for all off-duty court time worked outside regularly scheduled hours in a single day or actual time spent, whichever is greater, unless the time extends to the employee's regular work shift.

**Section 8.9, Exchanging Shifts.** Employees are not permitted to trade regularly assigned shifts with other employees without specific written permission of the Chief, which permission may be denied at the Chief's discretion.

**Section 8.10, No Pyramiding.** Compensation shall not be paid (or compensatory time taken) more than once for the same hours under any provisions of this Article or Agreement.

**Section 8.11, Special Assignment Pay.** As of January 1, 2006, the following special duty assignments are eligible for \$100 annual special assignment pay:

- (a) Accident Investigators with eighty (80) hours of training;
- (b) Evidence Technicians with eighty (80) hours of training;
- (c) Detectives;
- (d) School Resource Officers;
- (e) D.A.R.E. Officers; and
- (f) Firearms Trainers.

Annual awards will be pro-rated based on the date of certification. The Maximum Special Assignment Pay is \$300 per employee. Field Training Officers shall receive an additional \$1.00 per hour while engaged in Field Training duties.

**ARTICLE IX  
VACATIONS**

**Section 9.1, Eligibility and Allowances.** Employees are eligible to take vacation after the requisite years of service on the following basis:

Completed Years of Service	Vacation Days
Through end of first	0
After completion of first year through completion of the fourth year	10 days (80 hours)
After completion of the fifth year through completion of the twelfth year	15 days (120 hours)
After completion of thirteenth year through completion of the nineteenth year	20 days (160 hours)
After completion of twentieth year	25 days (200 hours)

**Section 9.2, Accrual.** Vacation time will not be accumulated. Employees must use all earned vacation by the end of a year. If, due to the needs of the Village, the department cannot allow an employee to take all or part of earned vacation, the employee will be allowed to roll over up to one week of earned, but unused vacation into the following year to be used within the first four (4) months of the following year. If the employee, on reasonable opportunity, does not use the vacation time that carries over within the first four (4) months of the following year, then the Department head may schedule such vacation time for the employee, and the employee will take such vacation time as scheduled. Prior approval for carry over of vacation must be obtained by the department head a minimum of eight (8) weeks prior to the employee's anniversary date.

**Section 9.3, Scheduling.** The Chief of Police shall establish a vacation schedule for police officers sufficiently early each year so that all supervisors can program the work of the Police Department. Vacation schedules shall be arranged as to provide as minimal a disruption to the work of the Police Department as can be reasonably achieved. For purposes of vacation selection by seniority, all requests must be submitted between January 1<sup>st</sup> and January 31<sup>st</sup>. On forty-eight (48) hours notice, an employee may request a change of vacation schedule; however, employees shall have no right to change vacation requests without permission of the chief which permission may be denied for sound operating reasons. In case of emergency, the Chief of Police or his designee may cancel and reschedule any or all approved vacation leaves in advance of their being taken and/or recall any employee from a vacation in progress. No more than one (1) employee per shift may be off work on vacation or any other approved leave of absence.

**Section 9.4, Vacation Pay.** The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation. At separation, employees will be paid for all earned but unused vacation. The amount of payment for all unused vacation benefits shall be calculated based upon the employee's regular hourly rate of pay at the time of separation.

## **ARTICLE X HOLIDAYS**

**Section 10.1, Holidays.** Employees are eligible for paid holidays in accordance with the holiday schedule published by the Village at the beginning of calendar year. These holidays are New Year's Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day. In 2004 and thereafter, Veteran's Day shall also become a paid holiday.



**Section 10.2, Holiday Pay.** Employees who work on a holiday shall be paid at their overtime rate of pay for all hours worked on the holiday, and shall also receive eight (8) hours holiday pay for the actual calendar date of that holiday. If an employee is scheduled off on the holiday, he will be compensated with eight (8) hours of holiday pay for the actual calendar date of that holiday.

## **ARTICLE XI SICK LEAVE**

**Section 11.1, Sick Leave.** The purpose of sick leave is to provide the police officer with protection against loss of income due to personal sickness or injury which prevents the performance of normal job duties.

In addition to employee illness, sick leave may be used for medical or dental appointments, illness or death in the immediate family (mother, father, brother, sister, spouse, children, mother-in-law, father-in-law, maternal grandparents, paternal grandparents, stepmother, stepfather, stepbrother or stepsister and stepchildren), and the birth of an employee's child) but not to exceed three (3) days' sick leave usage. Sick leave may not be taken in less than two (2) hour increments.

**Section 11.2, Notification.** All Police Officers are required to notify the Department of an absence a minimum of two (2) hours prior to the normal reporting time to receive pay for the time absent.

**Section 11.3, Eligibility.**

- (a) Full-time police officers accumulate sick leave at the rate of one (1) day per month (8 total hours) to be credited to the employee on the last day of each month.

- (b) Probationary police officers will accrue sick leave and will be eligible to receive and use sick leave benefits immediately upon employment with the Village.
- (c) Police officers are permitted to accrue sick leave up to a maximum of 240 days (1,920 hours) for the purposes of providing sick leave benefits. The employee can apply the total accrual to his or her pension plan.

**Section 11.4, Verification of Physical Disability.** The Village Manager or the Department Head may require a doctor's statement for any employee's absence of three (3) or less working days. An employee's absence of more than three (3) consecutive working days will require a doctor's statement before the employee may resume working.

**Section 11.5, Sick Leave Incentive.** At the time of hire, the employee is allowed to select two options, which becomes irrevocable and stays in effect until the time of his separation from employment.

The employee's first choice is to receive two (2) additional personal days. Employees who do not use any sick time for one (1) year will be eligible to receive two (2) additional personal days (16 hours) to be used in the following year. A year begins on the date of hire and after completion of the employee's first year. A year is calculated on all subsequent anniversary dates.

The second option is to cash in unused sick leave on their anniversary date each year in accordance with the terms and provisions stated below. Once an employee has accrued thirty-six (36) days (288 hours) of sick leave, the employee may elect to cash in all of the days accrued (for 50% of their value) in excess of thirty-six (36) days up to a maximum of twelve (12) days (96 hours).

**ARTICLE XII  
LEAVES OF ABSENCE**

**Section 12.1, Special Leave Without Pay.** An employee may, upon written request to the Chief of Police or his designee, may at the Village's sole discretion be granted (or denied) a special unpaid leave of absence under such terms and conditions as the Village may specify in a specific instance. However, no special leave will exceed one year in duration, a covered employee will neither accrue or lose seniority while on leave, and the grant of such leave shall not be considered precedent for a future request by the same or a different employee.

**Section 12.2, Reinstatement.** Upon expiration of specially approved leave without pay, the employee may be offered a position comparable to that held at the time the leave was granted.

**Section 12.3, Jury Duty.** When Police Officers are required to report for jury duty and are scheduled to work shift work, the Department will schedule that Police Officer to work day shift during that period of time.

When the Police Officer is notified of jury duty, they are required to forward a copy of this summons, upon receipt, to the Office of the Chief to provide enough advance notice to reschedule that person to day shift.

Once assigned to jury duty, if that Police Officer is dismissed one (1) hour or more prior to the end of his or her assigned shift, the Police Officer is required to return to work to finish his or her assigned shift. No overtime is paid for jury duty.

**Section 12.4, Bereavement Leave.** Employees are allowed bereavement leave of three (3) work days without loss of pay in the event of a death in the employee's immediate family (mother, father, brother, sister, spouse, children, mother-in-law, father-in-law, maternal

grandparents, paternal grandparents, stepmother, stepfather, stepbrother, stepsister and stepchildren). If an employee is notified of the death of a member of the employee's immediate family during the workday, the employee will be relieved from his job with pay upon request and that portion of the workday that the employee is relieved will not count as one of the bereavement days provided. Rather, such hours will be deducted from accumulated accrued benefit time. If more than three workdays off are needed, with the approval of the Village, additional days off may be granted and shall be deducted from the employee's accrued benefit time. In the event of the death of any family member not considered to be a member of the employee's immediate family as defined above, an employee may use vacation, personal or compensatory time off with prior approval of the Chief.

**Section 12.5, Military Leave.** Military leave shall be granted in accordance with existing law. Employees with accrued vacation, compensatory time or personal business days may use these accrued benefits during their military leave, otherwise, the leave is unpaid where permitted by law.

**Section 12.6, Family Medical Leave Act.** The parties agree that the Village may, notwithstanding any other provisions of this Agreement, take action that is in accord with what is legally permissible under the Act.

**Section 12.7, Personal Days.** Employees with at least one year of service are entitled to twenty-four (24) hours of personal business time. Employees with at least six months of service but less than one (1) year of service will have eight (8) hours of personal business time. Personal business time may be used in increments of one (1) hour and may only be used with the prior approval of the Chief of Police, which approval may be withheld for operational reasons. All

requests for the use of personal leave must be submitted in writing, on a form approved by the Chief of Police, at least forty-eight (48) hours prior to the need for leave.

Unused personal time that is not used in the year in which it accrues shall be added to the employee's sick leave accrual at the end of the year, but under no circumstance will such leave be paid out in the event of retirement, resignation or involuntary termination. Personal business leave shall accrue on the employee's anniversary date.

### **ARTICLE XIII SENIORITY**

**Section 13.1, Definition, Acquisition and Retention.** "Seniority" shall be defined as an employee's length of full-time continuous service since the employee's most recent date of hire. Newly hired employees and rehired employees shall have no seniority credit prior to completion of the probationary period (as described in Section 1.2). Upon completion of the probationary period, an employee's seniority shall relate back to his most recent date of hire as at that position and shall be retained until occurrence of one of the following:

- (a) voluntary resignation;
- (b) termination/discharge;
- (c) absence from active employment (except for a work related disability leave) for a period equal to the employee's length of service or one (1) year, whichever is less;
- (d) retirement;
- (e) falsifies the reason for a leave of absence;
- (f) fails to report with or without prior notice for work for two (2) consecutive working days;
- (g) fails to report to work at the conclusion of an authorized leave of absence or vacation;

- (h) is laid off for longer than one (1) year and/or fails to report to work within seven (7) calendar days after having been recalled.

**Section 13.2, Seniority Lists.** The Village will post a current seniority roster on or about the effective date of this Agreement and, thereafter, on or about January 1 of each year. Once a list has been posted for fourteen (14) calendar days, the Village may rely on such list until such time as corrections are requested and are in order.

**Section 13.3, Usage of Seniority.** Seniority shall be used for determining, selecting and/or assigning various rights and privileges among and between bargaining unit members as specifically described in other portions of this Agreement, and for no other purpose.

**Section 13.4, Termination of Seniority.** A Police Officer shall not accumulate seniority rights upon separation from service due to dismissal, suspension time in excess of fifteen (15) continuous days, layoff or retirement. Full seniority rights shall be reinstated under the following conditions:

- (a) A Police Officer resigns in good standing, requests and, upon the recommendation of the Police Chief and in accord with procedures provided by state law, is reinstated by the Police Commission within a period of one (1) year from the date of resignation.
- (b) A Police Officer retires due to disability and is later certified by the Police Pension Board to be capable of resuming his duties and is returned to work by the Police Chief/Police Commission.
- (c) A Police Officer is dismissed and later reinstated by court of competent jurisdiction.
- (d) 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.
- (e) Any Police Officer shall not accrue seniority rights during the period of dismissal, resignation, layoff or retirement unless so specified by a court of competent jurisdiction.

**Section 13.5, Job Security.** The authorized level of force in the Village is subject to modification by the Employer, based on various considerations such as, but not limited to, budget constraints and work requirements. The Employer will use reasonable efforts, in good faith and subject to the conditions herein above noted, to try to assure that there will be no layoffs or involuntary furloughs.

**Section 13.6, Layoff.** The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, Officers covered by this Agreement will be laid off by classification in accordance with classification seniority as provided in 65 ILCS 5/10-2.1-18. Except in an emergency, the Village shall provide fourteen (14) days' notice in writing to MAP and the affected Officer(s) when a layoff is contemplated. The Village agrees to meet and discuss alternatives to the layoff, upon request of MAP, though such meetings shall not be used to delay the layoff.

**Section 13.7, Recall.** Officers who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, Officers who are still on the recall list shall be recalled in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training.

Officers who are eligible for recall shall be given fourteen (14) calendar days' notice of recall and notice shall be sent to the employee by certified or registered mail with a copy to MAP. The Officer must notify the Chief or his designee of his intention to return to work no later than ten (10) calendar days before the date set in the notice for his return to work. The Village shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the Officer, it being the

obligation and responsibility of the Officer to provide the Chief or his designee with his latest mailing address. If an Officer fails to timely respond to a recall notice his name shall be placed at the bottom of the recall list for the first failure, if and only if such failure is due to an emergency. The Officer's name shall be eliminated for any subsequent failure to respond, no matter what the reason. For purposes of this provision, "emergency" means a natural or man-made disaster, such as fire, weather conditions or a severe accident or economic exigency situation.

#### **ARTICLE XIV WAGES**

**Section 14.1, Wage Scale.** From the date of execution of this Agreement, employees shall be paid, at a minimum, the amounts called for in the wage scale which is attached hereto and incorporated herein as Appendix A.

**Section 14.2, Step Placement.** The attached wage schedule (Appendix A) will apply in terms of service to employees employed on the date when this Agreement is first executed, and more directly to new employees hired after the Agreement's execution date.

On the pay period following the execution of this Agreement, and thereafter on January 1 of each succeeding year, employees will be paid the new rate of pay for their pay grade as called for in Appendix A. Such employees may also change their pay grade step placement upon their anniversary date as described herein. Employees will be eligible to move one (1) pay grade step to the next pay grade step on the salary schedule on their anniversary date of hire (based upon the employee's most recent date of beginning full-time employment in a bargaining unit position) provided the employee has received a "Meets Standards and Expectations" or better evaluation by the Village for work performed during the prior year.



Work performance of every officer shall normally be evaluated once every twelve (12) months. These evaluations will provide employees with one (1) of the following ratings: "Significantly Below Standards and Expectations"; "Does Not Meet Standards and Expectations"; "Meets Standards and Expectations"; "Exceeds Standards and Expectations"; and "Greatly Exceeds Standards and Expectations." Each evaluation will clearly state the start and end date of each respective evaluation period. The evaluation form used by the Village at the time of the evaluation will be provided to the Union for the Union's review and comment. Any time a new, amended or modified evaluation form is to be used by the Village, such form shall be made available to the Union for its review and comment at least thirty (30) days prior to its effective date.

The Village reserves the right to withhold a step increase for any member who receives a "Does Not Meet Standards and Expectations" evaluation. Reasonable training or reinstruction will be offered as remediation where reasonably appropriate, and when remediation occurs the step increase will then be granted. If an employee receives an evaluation of "Meets Standards and Expectations" or better, he shall then receive a step increase. Annual step increases shall, if awarded, be contained in the employee's pay check next following the employee's anniversary date.

The Village's evaluation and compensation decision applicable to an employee is subject to the grievance procedure.

The Village may, in its discretion, grant prior service credit to a newly-hired peace officer when determining the officer's initial placement on the salary schedule, so long as the prior service credit granted by the Village does not exceed the actual number of years the officer has served as a peace officer prior to employment with the Village. However, in no case will a

newly-hired peace officer be placed in a position higher than the Fourth Step. Additionally, newly-hired officers shall not be granted seniority benefits, but shall be simply treated as newly-hired employees for purposes of seniority.

**Section 14.3, Education and BIPP Pay.** For those officers covered by this Agreement, they shall receive the following dollar amount of education pay added each year to their assigned step of the pay schedule agreed between the parties and attached to this Agreement:

- (a) Associate's Degree in Criminal Justice or a related field to law enforcement -- \$250 per year
- (b) Bachelor's Degree in Criminal Justice or a related field to law enforcement -- \$500 per year

In addition, all officers covered by this Agreement shall qualify for and receive the same coverage and potential benefits under the Village's Better/Brighter Ideas and Performance Plan (BIPP)/Performance Evaluation Instrument and Process as are made available by the Village to all other Village employees.

**Section 14.4, Officer-in-Charge Pay.** Covered employees who are ordered to fill in for a supervisor or officer of higher rank who is unable to report for his or her shift will be paid at the rate of one dollar twenty-five cents (\$1.25) per hour in addition to the regular hourly rate of pay for all hours worked in that capacity, so long as the employee works as the officer-in-charge for four (4) or more consecutive hours on the shift.

## **ARTICLE XV INSURANCE**

**Section 15.1, Coverage.** The Village shall make available to non-retired employees and their dependents substantially similar group health and hospitalization insurance coverage and benefits and dental insurance coverage and benefits as are provided to the remaining employees

of the Village. Further, the Village shall make available to employees who retire during the life of this Agreement, and who at the time of retirement were covered by Village insurance, individual and dependent coverage (if the dependent was covered when the employee retired) at group rates, with such premiums to be paid by the retired employee, all and only to the extent required by COBRA or under the terms of P.A. 84-1010 of Illinois law, as that law may be amended from time to time.

**Section 15.2, Cost Containment.** The Village reserves the right to institute cost containment provisions similar to those applicable to other Village employees. Examples of such cost containment provisions may include, but are not limited to, the following:

- (a) Hospitalization must be pre-approved for non-emergency purposes or health benefits may be reduced;
- (b) Authorization for emergency admission must be obtained within forty-eight (48) hours of the admission or benefits may be reduced;
- (c) Hospital benefits shall be paid only for the approved number of extended confinement days, unless other authority has been obtained; and
- (d) The insurance provider may require mandatory second opinions for elective surgery, pre-admission and continued admission review, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

**Section 15.3, Costs.** The Village will continue to pay one hundred percent (100%) of the cost of the premium for an individual's medical insurance coverage. For dependent health insurance, employees shall be required to pay the following percentages of the difference in premium cost between individual and dependent health insurance, with the Village paying the remainder:

Effective Date	Employee Contribution
January 1, 2005	6%
January 1, 2006	10%
January 1, 2007	15%
January 1, 2008	15%

**Section 15.4, Dental Insurance.** The Employer agrees to provide dental insurance as in the past, with the Village selected carrier, at no cost to the employee.

**Section 15.5, Terms of Insurance Policies to Govern.** The extent of coverage under the insurance plan documents (including HMO or PPO plans) applicable to employees shall be governed by the terms and conditions as set forth in those policies. Any questions or disputes concerning insurance documents, or benefits under them, shall be resolved in accordance with the terms and conditions set forth in the policies and shall not be subject to the grievance and arbitration procedures set forth in this Agreement.

**Section 15.6, Continuation of Benefits.** To the extent and as required by law, when an officer is killed in the line of duty the Village will pay the full costs of premiums for the continuance of the then-current health insurance for the benefit of the spouse and minor children of the deceased officer.

**Section 15.7, Life Insurance.** All covered employees will be provided by the Village without cost, life insurance with a value no less than the officer's current annual salary.

**Section 15.8, Employee Disability.** The Employer agrees that it shall maintain its current medical disability leave policy as outlined in the Village Personnel Manual.

**ARTICLE XVI  
UNIFORM/EQUIPMENT ALLOWANCE**

**Section 16.1, Issued Uniform and Equipment.** A complete uniform shall be issued by the Village to all new Police Officers. Said new Police Officers shall be required to maintain, in neat and serviceable condition, all uniforms and personal equipment without any further payment by the Village. The uniform to be furnished shall consist of the following, subject to the Chief's reasonable changes based upon his assessment of the needs of the Department:

Four long sleeve uniform shirts	One reversible raincoat
Four short sleeve uniform shirts	One reversible uniform rain cap cover
Four pairs uniform pants	Duty gear (Sam Brown) belt
One pair uniform black shoes	Handcuffs and case
One pair inclement weather insulated boots	Key ring holder
One wooly-pully sweater	Four belt keepers
Two uniform ties	Firearm holster
One windbreaker jacket	OC carry case
One leather cold weather jacket	Radio holder
One trouser belt	Flashlight ring holder
One baseball type uniform cap	Collapsible baton
One cold weather fur hat	Collapsible baton holder
One "five-star" uniform cap	Ballistic vest (with vest cover)

Special duty uniforms will be covered by the quartermaster system and include, but are not limited to, Bicycle Officer and Evidence/Crime Scene Technician .

Officers who are assigned to the position of Detective will be given a uniform allowance of \$500 annually for the purchase of clothing. The allotment will be reimbursed to the Detective after an approved RFP with receipts attached is submitted to the Chief of Police.

**Section 16.2, Damaged Uniform/Equipment Replacement.** Any issued uniform or issued equipment damaged in the line of duty and without negligence of the Police Officer involved shall be repaired or replaced by the Village at its expense. Damage or destruction of eyeglasses or contact lenses through no fault of the employee and occurring on duty, shall be

replaced or repaired by the Village at its expense not to exceed \$50.00. Damage or destruction to watches through no fault of the employee and occurring on duty, shall be repaired or replaced by the Village at its expense with a maximum of \$50.00.

## **ARTICLE XVII EDUCATIONAL BENEFITS**

**Section 17.1, General Policy.** It is the policy of the Village to encourage all Officers to pursue training and educational opportunities which will improve the Officers' ability to perform Village duties or enhance his or her qualifications for promotion or advancement within Village opportunities. Before any reimbursement for training and educational opportunities can be made, prior approval from the Village Manager must be obtained in writing, and any reimbursement is subject to budgetary limits as imposed by the Village in its absolute discretion.

**Section 17.2, Courses Subject to Reimbursement.** Approved courses directly related to the employee's job may, upon approval of the Village, be reimbursed after successful completion of the course at one hundred percent (100%) of the tuition-only cost. If an Officer is enrolled in a degree program directly related to the Officer's job, "core" courses required but not directly relevant to the employee's current duties are eligible for tuition reimbursement at fifty percent (50%) of the tuition cost upon approval of the Village Manager.

**Section 17.3, Procedure for Reimbursement.** The following procedure must be used for the Officer to qualify for tuition reimbursement under this Article:

- (a) The Officer must submit a Tuition Reimbursement Request Form to the Police Chief or his designee prior to enrollment in the course. Approval of a course for reimbursement is dependent upon several factors including, but not limited to, the relevance of the course to the employee's current job responsibilities or to realistically projected future job responsibilities; the course is offered by an accredited educational and trade institution and taken for credit; and the Police

Department's budget. Only one course per academic period per officer will be approved, unless otherwise authorized by the Village Manager.

- (b) The Police Chief or his designee will forward the Tuition Reimbursement Request Form to the Village Manager with a recommendation for approval or denial. The Village Manager will approve or deny the request, in his absolute discretion, and return a copy to the Police Chief, who shall forward that copy to the requesting employee.
- (c) After completion of the approved course, the Officer shall submit a copy of the course grade slip and fee slip to the Police Chief. In order to qualify for reimbursement, a grade of "C" or better is required, or "pass" if the course is taken on a pass/fail basis.

**Reimbursement of Training Expenses.** If an employee leaves the employment of the Village for reasons other than a disability pension within the first two (2) years of beginning employment with the Village, then the employee shall reimburse the Village for the full cost of training (including training to obtain or maintain certification as a peace officer), including tuition, books, lodging and travel expenses. All uniforms and equipment issued are also to be returned to the Village. The employee's obligation to reimburse the Village for training will begin upon enrollment in the course or training program and the employee will be deemed to have agreed to such reimbursement and to have such reimbursement withheld from his or her final paycheck. If such withholding is insufficient to cover the full cost of reimbursement, then the Village may pursue further reimbursement by any lawful means. The Union shall not be liable for any costs associated with collecting the reimbursement from the employee. The employee shall reimburse the Village 100% of such cost if the employee leaves the Village within one year from his or her start date. The employee will reimburse the Village 50% of such cost if the employee leaves the Village after one year of employment, but less than two years from the date of hire. After two years, the employee shall not be required to reimburse the Village for any training expense. This Section shall only apply to an employee hired after May 1, 2002.

**ARTICLE XVIII  
MISCELLANEOUS PROVISIONS**

**Section 18.1, Ratification and Amendment.** This Agreement shall become effective on the after it is 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 18.2, No Discrimination.** Neither the Village nor the Union shall discriminate against any employee because of race, sex, creed, color, religion, national origin or union affiliation, non-affiliation or disaffiliation. The parties further agree that any grievance alleging a violation of this Article may proceed through Step 3 of the grievance procedure and no further. By agreeing to such limitation, the Union or officer does not waive any statutory rights to file a cause of action against the Village, its officers or agents in a court of law alleging a violation of federal or state law.

**Section 18.3, Promotional Exams.** The Village through its Board of Police Commissioners agrees to abide by the statutory guidelines for notice of promotional exams pursuant to 65 ILCS 5/10-2.1-10, or as modified. The parties further agree that any grievance alleging a violation of this Article may proceed through Step 3 of the grievance procedure and no further. By agreeing to such limitation, the Union or officer does not waive any statutory rights to file a cause of action against the Village, its officers or agents, in a court of law alleging a violation of federal or state law.

**Section 18.4, Special Outside Details.** All Special Outside Details shall be scheduled through the Chief of Police or his designee and shall be limited to: special events scheduled by and under the supervision of School District 158 within the Village of Huntley; special events



scheduled by the Huntley Park District, community service organizations, or other governmental agencies held within the Village of Huntley; and any other details determined to be appropriate by the Chief of Police. Scheduling for Special Outside Details authorized by the Chief of Police shall be on a voluntary length of service (seniority) basis among those officers qualified to perform the work in question. If no officers (including sergeants) volunteer for a Special Outside Detail, the Chief reserves the right to schedule employees for the detail when it is deemed by the Chief to be beneficial to the Department and community to supply the requested police services, on a reverse length of service (seniority) basis. If an officer volunteers for a Special Outside Detail, the officer is responsible for completing the assignment, unless the officer provides the Chief of Police with a requested change in assignment at least forty-eight (48) hours prior to the detail, or otherwise finds another employee to fill the detail, subject to the approval of the Chief of Police. Employees shall not receive compensatory time for any Special Outside Detail but will receive overtime pay when applicable.

**Section 18.5, Americans With Disabilities Act.** The parties agree that the Village may, notwithstanding any other provisions of this Agreement, take action that is in accord with what is legally permissible under the Act in order to be in compliance with the Americans With Disabilities Act.

**Section 18.6, Secondary Employment.** Employees considering employment in addition to work with the Village must complete the required form and receive written approval from the Chief of Police prior to beginning work to assure that the employee's secondary employment is indeed secondary to his Village employment and in full compliance with the following guidelines:

- (a) The secondary employment must not be a conflict of interest with the Village employment or bring the Village or the department into disrepute or ridicule, cause embarrassment to the department in the community, or result in more than twenty (20) hours of outside employment in any work week;
- (b) secondary employment must be scheduled outside of work time with the Village including scheduled and unscheduled overtime;
- (c) secondary employment may not infringe upon Village work time including lack of energy on the job, availability for overtime and emergency recall, and interruptions concerning secondary employment including telephone calls and visitors during employment hours (although unsolicited incoming calls may briefly be answered and a phone number taken); and
- (d) secondary employment outside of the Village may not require or allow the use of a firearm unless the secondary employer agrees to indemnify the Village for any and all damages and/or costs resulting from the employee's use or non-use of such firearm during such secondary employment.

Any significant change in outside employment must be resubmitted to the Chief of Police for approval. Failure to comply with this procedure may result in the employee being requested to terminate secondary employment and/or result in disciplinary action.

**Section 18.7, No Solicitation.** While the Village acknowledges that bargaining unit employees may conduct solicitation of Huntley merchants, residents or citizens, the Chapter agrees that no bargaining unit employee will solicit any person or entity for contributions on behalf of the Village of Huntley Police Department.

Bargaining unit members agree that the Village name, shield or insignia, communications systems, supplies and materials will not be used for solicitation purposes. Solicitation for the benefit of the collective bargaining representative by bargaining unit employees may not be done on work time or in a work uniform. The bargaining unit employees agree that they will not use the words "Huntley Police Department" in their name or describe themselves as the "Village of Huntley." Bargaining unit members shall have the right to explain to the public, if necessary,

that they are members of an organization providing collective bargaining, legal defense and other benefits to all patrol rank police officers employed by the Village.

The foregoing shall not be construed as a prohibition of lawful solicitation efforts by bargaining unit members directed to the general public. Each party hereto agrees that they will comply with all applicable laws regarding solicitation.

This Section does not apply to the solicitation efforts of the Metropolitan Alliance of Police, or any of its agents who are not bargaining unit employees.

**Section 18.8, Light Duty.** The Village may require an employee who is on a paid or unpaid leave of absence, or receiving workers' compensation benefits, to return to work in an available light duty assignment that the employee is qualified to perform, at the employee's regular rate of pay, provided that the Village's physician has determined that the employee is physically able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury. If the employee's physician disagrees with the Village's physician and determines that the employee cannot perform such light duty without significant risk, a third physician shall be selected and paid by the Village to render a decision which shall control. The terms and conditions of the light duty assignment, excluding wages and fringe benefits, shall be determined exclusively by the Village Manager or his designee. It is agreed that a light duty assignment need not necessarily be confined to the Village Police Department. Generally, a light duty assignment under this Section shall not exceed one hundred twenty (120) days. The Village reserves the right to terminate any light duty assignment at an earlier time if the Village's physician determines that an employee is capable of returning to his or her normal job duties, or for any other reason deemed appropriate by the Chief.

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

**ARTICLE XIX  
EMPLOYEE ALCOHOL AND DRUG TESTING**

**Section 19.1, Statement of Policy.** It is the policy of the Village of Huntley that the public has the absolute right to expect persons employed by the Village in its Police Department will 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 and to set a positive example for the community. The purposes of this policy shall be achieved in such manner as not to violate any established constitutional rights of the officers of the Police Department.

**Section 19.2, Prohibitions.** Officers shall be prohibited from:

- (a) Consuming or possessing alcohol at any time during or just prior to the beginning of the workday or anywhere on any Village premises or job sites, including Village buildings, properties, vehicles and the officer's personal vehicle while engaged in Village business, except as may be necessary in the performance of duty as authorized by the Chief or his designee.
- (b) Possessing, using, selling, purchasing or delivering any illegal drug at any time and at any place except as may be necessary in the performance of duty as authorized by the Chief or his designee.
- (c) Failing to report to the employee's supervisor any known adverse side effects of medication or prescription drugs which the employee may be taking.

**Section 19.3, Drug and Alcohol Testing Permitted.** Where the Village has reasonable suspicion to believe that: (a) an officer is being affected by the use of alcohol; or (b) has abused prescribed drugs; or (c) has used illegal drugs, the Village shall have the right to require the officer to submit to alcohol or drug testing as set forth in this Agreement. The Village may also require an officer to undergo random alcohol or drug testing up to four (4) times per year per

officer, to the extent permitted by Constitutional law. The foregoing shall not limit the right of the Village to conduct any tests it may deem appropriate for persons seeking employment as police officers prior to their date of hire, or upon promotion or reassignment to another position within the Department.

**Section 19.4, Order to Submit to Testing.** Within twenty-four (24) hours of the time the officer is ordered to testing authorized by this Agreement, the Village shall provide the officer with a written notice setting forth the facts and inferences which form the basis of the order to test. Refusal to submit to such test 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 or she may possess.

**Section 19.5, Test to be Conducted.** In conducting the testing authorized by this Agreement, the Village shall:

- (a) Use only a clinical laboratory or hospital facility which is certified by the State of Illinois to perform drug and/or alcohol testing, or use a licensed breathalyzer operator who is not a member of the bargaining unit.
- (b) Establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result.
- (c) If a blood, urine, or hair test, collect a sufficient sample of the same bodily fluid 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.
- (d) Collect samples in such a manner as to preserve the individual officer's right to privacy while insuring a high degree of security for the sample and its freedom from adulteration. Officers 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 suspicion that the officer may attempt to compromise the accuracy of the testing procedure.

- (e) Confirm any blood, urine, or other sample that tests positive in initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.
- (f) Provide the officer tested with an opportunity to have the additional blood, urine, or other sample tested by a clinical laboratory or hospital facility of the officer's choosing, at the officer's own expense; provided the officer notifies the Village within seventy-two (72) hours of receiving the results of the test.
- (g) Require that the laboratory or hospital facility report to the Village that a blood, urine, or other sample is positive only if both the initial screening and confirmation test are positive. 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 form adverse to the officer's interests.
- (h) Require that with regard to alcohol testing, for the purpose of determining whether the officer is under the influence of alcohol, test results showing an alcohol concentration of .020 or more based upon the grams of alcohol per 100 millimeters of blood be considered positive (NOTE: The foregoing standard shall not preclude the Village from attempting to show that test results between .000 and .019 demonstrate that the officer was under the influence, but the Village shall bear the burden of proof in such cases).
- (i) Provide each officer tested with a copy of all information and reports received by the Village in connection with the testing and the results.
- (j) Insure that no officer is the subject of any adverse employment action except emergency temporary reassignment or relief of duty during the pendency of any testing procedure.

**Section 19.6, Right to Contest.** If disciplinary action is not taken against an employee based in whole or in part upon the results of a drug or alcohol test, the Chapter and/or the officer, with or without the Chapter, 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 test, the right to test, the administration of the tests, the significance and accuracy of the test, or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. Further, if disciplinary action is taken against an officer based in part upon the results

of a test, then the Chapter and/or the officer, with or without the Chapter, shall have the right to file a grievance concerning any portion of the test if the discipline is not so extreme as to invoke the jurisdiction of the Village of Huntley Board of Police Commissioners. If the discipline is sufficiently extreme as to invoke the jurisdiction of the Village of Huntley Board of Police Commissioners, then the Chapter and/or the officer, with or without the Chapter, shall have the right to contest any testing permitted by this Agreement before the Board of Police Commissioners. Any evidence concerning test results which is obtained in violation of the standards contained in this Article shall not be admissible in any disciplinary proceeding involving the officer.

**Section 19.7, Voluntary Request for Assistance.** The Village shall take no adverse employment action against any officer who voluntarily seeks treatment, counseling, or other support for an alcohol or drug related problem not involving or related to criminal activity because of the officer's voluntary actions, other than the Village may require reassignment of the officer with pay if he is unfit for duty in his current assignment. The foregoing is conditioned upon:

- (a) The officer was not under investigation for illegal drug use or abuse of alcohol, or in such a circumstance that such investigation was imminent.
- (b) The officer agreeing to appropriate treatment as determined by the physician(s) involved.
- (c) The officer discontinues his use of illegal drugs or abuse of alcohol.
- (d) The officer completes the course of treatment and aftercare prescribed by the attending medical authority(s), including an "after-care" group for a period of up to twelve (12) months.
- (e) The officer agrees to submit to suspicion less testing during hours of work during the proscribed period of treatment and aftercare discussed in (d) above.

Officers who do not agree to or act in accordance with the foregoing, or for whom there exists independent evidence of improper activity, shall be subject to discipline, up to and including discharge. This Article 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 by the attending medical authority(s) that the officer'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 and safety of others. Such officer shall be afforded the opportunity, at his option, to use accumulated paid leave or take an unpaid leave of absence pending treatment.

#### **ARTICLE XX SAVINGS CLAUSE**

In the event any Article, Section or portion 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 portion thereof so affected and the remaining provisions of this Agreement shall remain in full force and effect. The parties agree, upon notice from one party to the other, immediately to begin negotiations on a substitute for the invalidated Article, Section or portion thereof.

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

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

The Village and the Chapter, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement,



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

## **ARTICLE XXII TERMINATION**

This Agreement shall be effective as of the day after it is executed by all parties and shall remain in force and effect until December 31, 2008. 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 postmark, 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 within a reasonable time of receipt of such notice. In the event that either party desires to terminate this Agreement, written notice must be given to the other party no later than ten (10) days prior to the desired termination date which date shall not precede the expiration date of this Agreement.

VILLAGE OF HUNTLEY:

By: Charles H. Jan

Date: 12-16-05

METROPOLITAN ALLIANCE OF  
POLICE, CHAPTER 207:

By Kim Keme

Date: 12-15-2005

METROPOLITAN ALLIANCE OF  
POLICE, PRESIDENT

By Joseph M. Rodalini

Date: Dec. 21st, 2005

**APPENDIX A**  
**WAGE SCHEDULE**

<b>01/01/05</b>	<b>3.00%</b>
<b>Start</b>	\$39,276.00
<b>1</b>	\$40,803.00
<b>2</b>	\$42,391.00
<b>3</b>	\$44,040.00
<b>4</b>	\$45,753.00
<b>5</b>	\$47,533.00
<b>6</b>	\$49,382.00
<b>7</b>	\$51,303.00
<b>8</b>	\$53,298.00
<b>9</b>	\$55,403.00

<b>01/01/08</b>	<b>4.00%</b>
<b>Start</b>	\$43,335.00
<b>1</b>	\$45,515.00
<b>2</b>	\$47,806.00
<b>3</b>	\$50,212.00
<b>4</b>	\$52,739.00
<b>5</b>	\$55,393.00
<b>6</b>	\$58,181.00
<b>7</b>	\$61,109.00

<b>01/01/06</b>	<b>3.00%</b>
<b>Start</b>	\$40,454.00
<b>1</b>	\$42,231.00
<b>2</b>	\$44,085.00
<b>3</b>	\$46,021.00
<b>4</b>	\$48,043.00
<b>5</b>	\$50,153.00
<b>6</b>	\$52,355.00
<b>7</b>	\$54,655.00
<b>8</b>	\$57,055.00

<b>10/01/08</b>	<b>2.00%</b>
<b>Start</b>	\$44,201.00
<b>1</b>	\$46,426.00
<b>2</b>	\$48,762.00
<b>3</b>	\$51,216.00
<b>4</b>	\$53,793.00
<b>5</b>	\$56,501.00
<b>6</b>	\$59,344.00
<b>7</b>	\$62,331.00

<b>01/01/07</b>	<b>3.00%</b>
<b>Start</b>	\$41,668.00
<b>1</b>	\$43,765.00
<b>2</b>	\$45,967.00
<b>3</b>	\$48,280.00
<b>4</b>	\$50,710.00
<b>5</b>	\$53,262.00
<b>6</b>	\$55,943.00
<b>7</b>	\$58,758.00