

RESOLUTION NO. R-36-11

**A RESOLUTION APPROVING A
COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE VILLAGE OF PALATINE, ILLINOIS AND
PALATINE FRATERNAL ORDER OF POLICE LABOR COUNCIL LODGE 158**

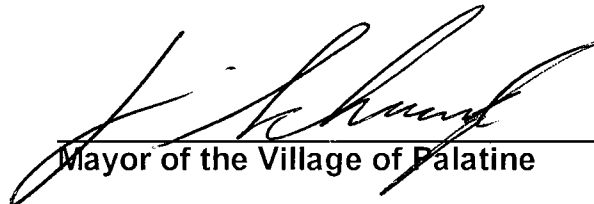
WHEREAS, negotiations between the Village of Palatine and the Palatine Fraternal Order of Police Labor Council have resulted in the proposed Collective Bargaining Agreement resulting therefrom, a copy of which is attached hereto and incorporated by reference hereof; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Village Council of the Village of Palatine, that said labor agreement for certain employees within the Police Department be hereby approved; and

BE IT FURTHER RESOLVED, that the Mayor and Village Clerk of the Village of Palatine be hereby authorized and directed to execute said Labor Agreement on behalf of the Village Council and that it be appropriately filed with the Illinois State Labor Relations Board.

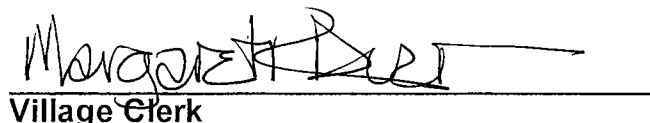
AYES: 6 NAYS: 0 ABSENT: 0 PASS: 0

ADOPTED this 5th day of July, 2011



Mayor of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk this 5th day of
July, 2011



Village Clerk

LABOR CONTRACT

BETWEEN

VILLAGE OF PALATINE, ILLINOIS

AND

**PALATINE FRATERNAL ORDER OF POLICE,
LABOR COUNCIL, LODGE NO. 158**

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ARTICLE I - PREAMBLE

THIS AGREEMENT entered into by the VILLAGE OF PALATINE, ILLINOIS (hereinafter referred to as the "Village" or the "Employer"), and the PALATINE FRATERNAL ORDER OF POLICE LABOR COUNCIL/LODGE NO.158 (hereinafter referred to as the "Labor Council"), is in recognition of the Labor Council status as the representative of the Village's police officers under the rank of sergeant as per Illinois State Labor Relations Board Case No. 8-RC-233 and has as its basic purpose the promotion of harmonious relations between the Village and the Labor Council; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of an entire agreement covering all rates of pay, hours of work and conditions of employment applicable to bargaining unit employees.

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

ARTICLE II - RECOGNITION

Section 2.1 Recognition.

The Village recognizes the Labor Council as the sole exclusive bargaining representative for the purpose of collective bargaining in respect to rates of pay, wages, hours and conditions of employment of the following unit:

All sworn full-time peace officers below the rank of sergeant, excluding Sergeants, Commanders, Deputy Chiefs, Chief, all other supervisory, confidential and managerial employees, and all other employees of the Employer.

Section 2.2 - Probationary Period.

The probationary period shall be twenty-four (24) months in duration from date of hire as a police officer. Time absent from duty or not served for any reason shall not apply toward satisfaction of the probationary period. During the probationary period but not until after thirty (30) days following completion of mandated police academy, an officer is entitled to all rights, privileges or benefits under this Agreement, except that the Village may discharge a probationary officer without cause and such officer shall have no recourse. Newly hired police officers shall earn holidays as they occur; two (2) personal days shall be earned if the officer is hired before July 1, with only one (1) personal day earned if the officer is hired after July 1.

Section 2.3 - Labor Council Officers.

For purposes of this Agreement, the term "Labor Council Officers" shall refer to the Labor Council's duly elected negotiating team members.

ARTICLE III - NO DISCRIMINATION

Section 3.1- Discrimination Prohibited.

Neither the Village nor the Labor Council shall discriminate against any employees covered by this Agreement in a manner which would violate any applicable federal or state laws because of race, creed, color, national origin, disability, age or sex.

Section 3.2 - Labor Council Membership or Activity.

Except as otherwise provided herein, neither the Village nor the Labor Council shall interfere with the right of employees to become or not become members of the Labor Council, and there shall be no discrimination against any such employees because of lawful Labor Council membership or non-membership activity or status.

Section 3.3 - Gender.

Wherever the male gender is used in this Agreement, it shall be construed to include both male and females equally.

ARTICLE IV - LABOR COUNCIL SECURITY AND RIGHTS

Section 4.1 - Dues Checkoff.

While this Agreement is in effect, the Village will deduct from each employee's paycheck once each pay period the uniform, regular monthly Labor Council dues for each employee in the bargaining unit who has filed with the Village a voluntary, effective checkoff authorization in the form set forth in APPENDIX A of this Agreement. If a conflict exists between that form and this Article, the terms of this Article and Agreement control.

An employee seeking to revoke his dues deduction shall notify the Labor Council and the Village of his intentions, providing at least 30 days' notice.

The actual dues amount deducted, as determined by the Labor Council, shall be uniform in nature for each employee in order to ease the Village's burden of administering this provision.

If the employee has no earnings due for that period, the Labor Council, shall be responsible for collection of dues. The Labor Council agrees to refund to the employee any amounts paid to the Labor Council in error on account of this dues deduction provision. The Labor Council may change the fixed uniform dollar amount which will be considered the regular monthly fees once each year during the life of this Agreement. The Labor Council will give the Village sixty (60) days' notice of any such change in the amount of uniform dues to be deducted.

Section 4.2 - Fair Share.

Bargaining unit employees who are not members of the Labor Council shall, as a condition of employment, commencing thirty (30) days after employment or thirty (30) days after the effective date of this Agreement, be required to pay a fair share fee to the Labor Council for collective bargaining and contract administration rendered by the Labor Council. Such fair share fee shall not exceed the full dues amount paid by members of the Labor Council. The fair share fee shall be deducted by the Employer from the earnings of nonmembers and remitted to an address provided by the Labor Council. The Labor Council shall supply to the Employer a list of non-members and shall certify to the Employer the fair share amount to be deducted. Fair share amounts shall not include any contributions related to the election or support of any candidate for political office.

The Labor Council 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. 106 U.S. 1066* (1986), with respect to the constitutional rights of fair share payers.

Accordingly, the Labor Council agrees to the following:

1. Give timely notice to fair share fee payers 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 payers of an expeditious and impartial decision-making process whereby fair share payers 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 payers to the amount of the fair share fee.

It is hereby agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Labor Council with respect to fair share fee payers as set forth above, shall not be subject to the grievance/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 Labor Council. If the affected employee and the Labor Council are unable to reach agreement on the organization, the organization shall be selected by the affected employee from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization. This Section shall be applicable only if the Labor Council produces evidence at the beginning of each fiscal year that at least 85% of the unit are members of the Lodge.

Section 4.3 - Labor Council Indemnification.

The Labor Council 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 Labor Council shall refund directly to the employee any such amount.

Section 4.4 - Labor Council Use of Bulletin Boards.

The Village will make available space on a bulletin board for the posting of official Labor Council notices or minutes of a nonpolitical, non-inflammatory nature. The Labor Council will limit the posting of Labor Council notices to such bulletin board, with prior approval of the Chief of Police or Village Manager.

The bulletin board will be four (4) feet by six (6) feet, and shall be located in the roll call room.

Section 4.5 Personnel Records.

The Village agrees to afford officers the rights set forth in the Illinois Personnel Records Act.

Section 4.6 - Release of Information.

The Village will not disclose to individuals outside of the Village the home address and home telephone number of an employee or of members of an employee's immediate family.

ARTICLE V - MANAGEMENT RIGHTS

Section 5.1 - Management Rights.

It is understood and agreed that the Village possesses the sole right and authority to operate and direct the employees of the Village and its various departments in all aspects, including, but not limited to, all rights and authority exercised by the Village prior to the execution of this Agreement, except as expressly modified in this Agreement. These rights include, but are not limited to the right:

1. To determine the Department's mission and policies and to establish all standards of service to be offered to the public;
2. To plan, direct, schedule, control and determine the operations or services to be conducted by employees of the Village and to change them from time to time;
3. To determine the methods, means, number of personnel needed to carry out the Department mission;
4. To direct the working forces and establish productivity standards;
5. To administer the Department Dual Career Ladder program;
6. To hire, assign and/or transfer employees within the Department or to other duties or functions;
7. To promote and discipline employees and to suspend and discharge employees for just cause;
8. To layoff or relieve employees due to lack of work or funds or for other legitimate reasons;
9. To make, publish and enforce rules and regulations including residency and to change such rules from time to time as circumstances warrant;
10. To introduce new or improved methods, equipment or facilities;
11. To contract out for goods or services;
12. To take any and all actions as may be necessary to carry out the mission of the Village and the Police Department.

If in the sole discretion of the Mayor and Village Council or Village Manager, it is determined that extreme civil emergency conditions exist, including but not limited to riots, civil disorders, tornado conditions, floods, or other similar catastrophes, the provisions of this Agreement may be suspended by the Mayor or the Village Manager during the time of the declared emergency, provided that wage rate and monetary fringe benefits shall not be suspended. Should an emergency arise, the Village Manager or his designee shall advise the President of the Labor Council or the next highest officer of the Labor Council of the nature of the emergency. The Village Manager or his designee shall follow up said advice in writing as soon thereafter as practicable and shall forward said written notice to the President of the Labor Council.

The authority and powers of the Fire and Police Commission of the Village as prescribed by the Municipal Code of the Village of Palatine and the Rules and Regulations of the Fire and Police Commission as they exist on the date this Agreement is signed shall supersede and take precedence over any provisions of this Agreement should a conflict exist.

Section 5.2 - Dual Career Ladder.

The parties recognize that the Village has the sole and exclusive authority to continue, discontinue or modify the dual career ladder program and the shooting pay program. The parties further recognize that the Village's administration of the shooting pay program is not grievable. The dual career ladder is grievable, but only to the Manager's level; such grievances are not subject to arbitration.

Section 5.3 - Physical Fitness.

If the Village decides to develop a physical fitness program, it shall do so only after notification to and discussion with the Labor Council. In the event no agreement concerning the program is reached, and the Village decides to implement the program, the Labor Council reserves the right to impact bargain.

ARTICLE VI - GRIEVANCE PROCEDURE

Section 6.1 - Definition of a Grievance.

A grievance is defined as a dispute or difference of opinion raised by an employee, the Labor Council, through one or more of its local representatives, or the Village claiming that an express written provision of this Agreement has been violated, except that any dispute or difference of opinion concerning a matter or issue subject to the jurisdiction of the Palatine Fire and Police Commission (except disciplinary matters) shall not be considered a grievance under this Agreement.

Section 6.2 - Procedure.

It is to the benefit of both parties that issues falling under the jurisdiction of this provision be raised and settled in a prompt, timely fashion. Consequently, the following steps and time limits shall be strictly followed.

Step 1: An employee who has cause to believe that the Village has violated an express provision of the Agreement shall first verbally discuss the issue with his immediate supervisor specifically stating that he is raising a "grievance" under the contract. The issue must be raised within five (5) calendar days from the time the grievant becomes aware of or had the opportunity to be aware of the alleged violation.

The supervisor may address the issue immediately or may postpone discussion with the employee to a mutually satisfactory time. Following discussion of the facts and any investigation of the circumstance surrounding the allegation, the supervisor will respond verbally to the employee. The supervisor shall respond no later than five (5) calendar days following the date the grievance is initially presented.

Step 2: If the issue is not resolved in Step 1, the employee shall be entitled to take the issue to the second step of the procedure within five (5) calendar days from the date he has received the verbal response from his immediate supervisor at Step 1. The issue at the second Step shall be submitted in written form to the employee's Deputy Chief or the Deputy Chiefs designee.

The written form used shall be the form attached hereto as Appendix D. The written form shall be dated upon receipt by the Deputy Chief. The Deputy Chief or his designee shall meet with the employees at a mutually satisfactory time within five (5) calendar days of receipt of the written grievance.

Following discussion of all facts, and any investigation pertaining to the alleged violation, the Deputy Chief or designee shall respond in writing to the employee. The written response will be made no later than five (5) calendar days following the date of the last discussion.

Step 3: If the employee is not satisfied with the answer from the Deputy Chief in Step 2, he shall be entitled to advance the issue to the next step of the procedure within five (5)

calendar days from the date of receipt of the Deputy Chief's written response. The issue(s) at the third step shall be submitted in written form to the Chief of Police or his designee in a manner set forth in Step 2, including also the response in the second step and the employee's points of disagreement with such response.

Within five (5) calendar days, or on a mutually agreed upon date following receipt of the written form, the Police Chief or his designee will schedule a meeting with the grievant, a Labor Council representative if desired by the grievant, and such other persons as the Chief shall determine appropriate to discuss the issue(s). Following discussion of the issue(s) in this meeting, the Police Chief or designee shall direct a written response to the grievant. This shall occur no later than ten (10) calendar days following the date the issue was discussed in the meeting described above.

Step 4: If the grievant is not satisfied with the answer from the Police Chief in Step 3, the grievant may submit the grievance in writing to the Village Manager within three (3) calendar days of receipt of the Police Chief's answer in Step 3. This submission shall be as in Step 3 and additionally describe the Police Chief's response and all reasons for disagreeing with such response. The Village Manager at the fourth step will meet with the grievant and, if requested by the grievant, with a Labor Council representative, on a mutually agreed upon date. Within ten (10) calendar days of this discussion, the Village Manager shall respond in writing to the grievant.

If the issue is not satisfactorily resolved, the Union may advance the issue to arbitration only if the Village has (1) failed to respond to the issue or, (2) failed to accurately interpret the relevant specific provision(s) of this Agreement. Such request will be made within ten (10) calendar days from the date of receipt of the Manager's response and will be made in writing to the Village Manager.

In any instance where the issue is not moved to the succeeding step of the procedure by the grievant in a timely manner, it will be considered resolved on the basis of the Village's last response. If the Village fails to respond within the time limits provided, the grievant may treat the matter as denied at the step and proceed in a timely fashion to the next step.

Section 6.3 - Arbitration.

Within five (5) business days after Village Manager's receipt of the notice of arbitration from the grievant, the parties shall attempt to agree upon an arbitrator. Said notice shall contain a full summary of the grievance, all responses made, and the basis of the Union's objection to the Village Manager's final answer. If the parties are unable to agree upon an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. The Village and the Union shall each have the right to reject one panel of seven (7) names in its entirety and request that a new panel of seven (7) names be submitted. The Village and the Union shall alternate striking names from the list until one name remains and that name shall be the chosen arbitrator. The order of alternate striking shall be determined by coin toss.

The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of the Union's and the Village's representative. The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the grievant retain the right to employ legal counsel.

The arbitrator shall submit his decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

The fees and expenses of the arbitrator and the cost of a written transcript(s), if any, shall be divided equally by the parties. All other costs shall be paid by the party which incurs such costs.

Section 6.4 - Limitations on Authority of Arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been no response or a misinterpretation of the specific provisions of this Agreement. The arbitrator shall only be empowered to determine the issue raised by the grievance as submitted in writing at the second step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised unless the parties mutually agree otherwise. The arbitrator shall be without power to make any decision or award which is in any way contrary to or inconsistent with this Agreement or applicable rules and regulations of the Palatine Fire and Police Commission (unless pertaining to discipline). The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of

the Palatine Fire and Police Commission (unless pertaining to discipline). Any decision or award of the arbitrator rendered within the limitations of this Section shall be binding on the grievant and the Village.

Section 6.5 - Paid Time.

The grievant and any Labor Council representative will not be paid by the Village for any time associated with this procedure, except that if a Step 3 or Step 4 meeting is held on working time, the grievant shall be paid during the meeting. Employees or Labor Council representatives otherwise required to be absent from work may use their earned vacation time, personal day, earned holiday, duty trades, or an unpaid absence if such absence will not adversely impact departmental operations or services as determined by the Police Chief or his designee:

ARTICLE VII - NO STRIKE/NO LOCKOUT

Section 7.1- No Strike Commitment.

Neither the Labor Council nor any of its officers, agents or employees will call, initiate, authorize, participate in, sanction, encourage or ratify any strike, sympathy strike, slowdown, work stoppage, picketing (other than informational picketing conducted during the employee's non-work time, and such informational picketing shall not encourage or advise any other person to refuse to cross such picket line) or concerted slow down, mass illness, sit-down or other concerted stoppage of work, or any unauthorized speed up or work to the rule situation or any other concerted refusal to perform proper duties or the concerted interference with the Village, regardless of the reason for doing so. Neither the Labor Council nor any employee covered by this Agreement shall refuse to cross any picket line, by whomever established during their work time or in the performance of police-related duties.

Section 7.2 - Discipline of Strikers.

Any officer who violates the provisions of this Article shall be subject to immediate discharge. Any action taken by the Employer against any officer who participates in an action prohibited by Section 7.1 shall not be considered a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, except only the issue of whether an employee has been disciplined for violation of this Article. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 7.3 - Labor Council Official Responsibility.

Each employee who holds the position of officer or representative of the Labor Council occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In the event of a violation of Section 1 of this Article, the Labor

Council, among other things, agrees to inform its members of their obligations under this Agreement and use its best efforts to achieve a prompt resumption of normal operations.

Section 7.4 - No Lockout.

The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Labor Council.

Section 7.5 - Judicial Restraint.

Nothing contained herein shall preclude the Village or the Labor Council from obtaining judicial restraint and damages in the event the other party violates this Article.

ARTICLE VIII - TRAINING

Section 8.1- General Policy.

The Village understands the need for training for all employees. Training shall be provided insofar as it is economical to do so and insofar as such training does not adversely affect and interfere with the orderly performance and continuity of services within the Police Department. Training shall be scheduled by the Chief of Police or his designee. Employees will attend training sessions as assigned by the Village. Employees covered by this Agreement and assigned to attend required training sessions that extend beyond the hours of a normal work week shall be paid in accordance with the requirements of Section 12.4 of this Agreement.

Section 8.2 - Access to Training.

The Chief of Police shall generally encourage reasonable access to training opportunities to the extent that operational requirements of the Department permit. The Labor Council shall be given an opportunity, upon request, to offer suggestions to the Chief on ways to improve access to training opportunities.

Section 8.3 - Training.

Employees, who are required to use their personal vehicles while attending training, shall receive the standard IRS rate per mile traveled. Each employee attending training that is more than fifteen (15) miles from the Palatine Police Station (200 E. Wood St.) shall receive a minimum of one (1) hour commuting pay in each direction (2 hours round trip) or the actual hours traveled, whichever is greater, computed at the straight time rate of pay. (Note: The one exception to the above reimbursement shall be: "Those employees assigned to training at Northwestern University Traffic Institute shall receive a maximum 2 hrs. round trip commuting pay.")

ARTICLE IX - SENIORITY

Section 9.1- Definition.

Seniority for the purpose of determining vacation pay shall be defined as the employee's length of continuous full-time service with the Village since his last date of hire, less any deductions due to layoffs, leaves of absence without pay or other non-paid breaks in service unless otherwise noted herein. For all other purposes of this Agreement, seniority shall be defined as the employee's length of continuous full-time service with the Village in a job classification or position covered by this Agreement. If more than one person is hired on the same day, seniority preference will be established by final eligibility test score as posted on the official eligibility list by the Palatine Fire and Police Commission.

Section 9.2 - Termination of Seniority and Employment.

The parties agree that the list below may constitute cause for termination of the employment relationship. Seniority may be terminated when, among other reasons, an employee:

1. Quits;
2. Retires or is retired;
3. Is discharged for cause (except a probationary officer need not be discharged for cause).

ARTICLE X - HOLIDAYS

Section 10.1- Holidays.

Each officer covered by this Agreement shall annually receive eleven (11) days off without loss of pay. If an officer elects not to take all eleven (11) days off and the Village agrees, then the officer shall be paid straight time for each holiday not taken to a maximum of five (5) days. Officers shall not be eligible for holiday pay until after the holiday; however, this shall not prevent officers from taking a holiday off before it occurs. In addition to other pay, officers who work on New Year's Day, Labor Day, Thanksgiving and/or Christmas will receive four (4) hours' extra pay for each such holiday worked.

Beginning January 1, 2011, an officer who works the 4th of July and/or Memorial Day will receive four (4) hours of banked personal time for each holiday worked in lieu of premium holiday pay.

Section 10.2 - Holidays During Officer's Vacation Period.

Any time a holiday occurs during an employee's vacation period, he will be allowed to take that time off at a later time mutually agreed upon between the employee and his Supervisor.

Section 10.3 - Use of Holidays and Vacation Time by Officers Assigned to Specially Areas.

Officers assigned to specialty areas, such as Investigator, Crime Prevention Officer, Youth Officer, and High School Police Consultant, shall receive the same number of paid holidays and vacation days as all other officers covered by this Agreement. Such officers shall, however, use their holidays and vacation time according to the parameters set for such assignments by the Police Department at the time the assignment was made, unless otherwise modified between the officer and the Chief of Police.

Section 10.4 - Non-Accrual of Holidays.

Paid holidays must be taken within twelve (12) months of the date of the actual holiday. If the Department can provide no opportunity for the officer to take a day off as a holiday on a day or days designed by the Chief within the twelve (12) month period, then the officer shall be paid for the holiday.

ARTICLE XI - VACATIONS

Section 11.1 - Vacations - Eligibility and Allowances.

Vacations for full-time police officers are earned according to the following schedule:

1. Beginning with the first day of service through the completion of six (6) years of continued service, an employee shall be allowed to accrue ten (10) vacation days' credit. Such vacation day credit shall be calculated on the basis of 5/6 vacation day credit for each full month of service. The total yearly credit under this paragraph shall not exceed two (2) work weeks (10 work days).
2. Beginning with the first day following completion of six (6) years of continued service, an employee shall be allowed to accrue five (5) additional vacation days' credit. Such additional vacation day credit shall be calculated on the basis of 5/12 vacation day credit for each full month of service. The total yearly credit under this paragraph shall not exceed three (3) work weeks (15 work days).
3. Beginning with the first day following completion of fourteen (14) years of continued service, an employee shall be allowed to accrue up to five (5) additional vacation days' credit. Such additional vacation days credit will be calculated on the basis of 5/12 vacation day credit for each full month service. The total yearly credit under this paragraph shall not exceed four (4) work weeks (20 work days).

4. Beginning with the first day following completion of twenty (20) years of continued service, an employee shall be allowed to accrue up to three (3) additional vacation days' credit. Such additional vacation days' credit will be calculated on the basis of 3/12 vacation day credit for each full month of service. The total yearly credit under this paragraph shall not exceed twenty-three (23) days.
5. Beginning with the first day following completion of twenty-five (25) years of continued service, an employee shall be allowed to accrue up to two (2) additional vacation days' credit. Such additional vacation days' credit will be calculated on the basis of 3/12 vacation day credit for each full month of service. The total yearly credit under this paragraph shall not exceed twenty-five (25) days.

Section 11.2 - Vacation Pay.

Normally, police officers will be paid for their vacation time on regular paydays. If an officer desires his vacation pay before going on vacation, he should notify the Chief of Police at least two (2) weeks prior to the last regular payday before the start of vacation and the Chief may approve the request. If a police officer arranges to receive his vacation paycheck early, he will not receive a check on the next regular payday.

Section 11.3 - Time Limit for Vacation Accrual.

Vacation credits shall be used by each employee within a 12-month period following the end of the calendar year in which the credits were earned.

Section 11.4 - Extension of Time Limit for Vacation Accrual.

Extension of time for the use of vacation credits as required in the above Section may be authorized in writing by the Village Manager upon written application by an employee; such application must also be recommended by the Chief of Police.

Section 11.5 - Summer Vacation Restriction.

No more than two (2) weeks' vacation shall be picked consecutively between June 1 and September 1. If after each officer in a team or unit has picked the first 2 weeks of vacation and there are open weeks before or after an officer's original vacation pick, the officer may pick an additional week or weeks, thus allowing 3 (three) or more weeks' vacation during the aforementioned months subject to the need to provide adequate staffing at all times according to the needs of the Department as determined by the Chief.

Section 11.6 - Selection of Vacation Time Periods.

For the purposes of this section, and all other applicable articles and sections of this contract, the terms unit, beat, team, watch and shift shall be defined as follows:

Unit: A special assignment other than Patrol.

Beat: A geographically defined area within the Village.

Team: A group of officers assigned to the same beat.

Watch: A group of sergeants and officers working together for a specific commander in the Patrol Division.

Shift: A temporal period of assignment, (e.g. 2245-0715, 0645-1515, 1445-2315, etc.) All vacations shall be selected on the basis of seniority, as defined in Article IX, Section 1. Vacation selections shall be made within each watch or unit, whichever is applicable, subject to the need to provide adequate staffing at all times according to the needs of the Department as determined by the Chief. The Investigations Section (investigators, youth officers, gang officers and tactical officers) will select vacations among themselves based on seniority. All vacations shall be started on Mondays and end on Sundays, unless specific permission is given by the Chief or his designee to deviate from this policy.

ARTICLE XII - HOURS OF WORK AND OVERTIME

Section 12.1- Definition.

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 12.2 - Work Schedule.

The Village shall establish the work schedules for police officers which may be changed from time to time by the Village as circumstances warrant, and if a change in the present police period or shift scheduling system (i.e. 4/10 system, permanent shifts, etc.) will affect a major portion of the bargaining unit, before implementing such changes, the Chief or his designee will discuss such changes with bargaining unit representatives. Where the change only affects one or two officers, the Village will take reasonable steps to obtain volunteers for the change before the change is made. The shift schedules shall be based upon a twenty-eight (28) day departmental work cycle. The Patrol Division shall

choose open lines or fixed days off on the basis of seniority within the team or unit, whichever is applicable. Members of the same team working on the same watch may not select lines with overlapping days off. Officers may request a change of beat assignment on an annual basis, at a time to be specified by the Chief or his designee, but prior to the annual vacation selection process. Such requests to be removed from a beat shall be considered on the basis of seniority, however, there shall be nothing in this section that can be construed to guarantee an officer's right to select his team of assignment.

Section 12.3 - Normal Work Week and Workday.

The Village has established the normal work week for police officers. This work week may be changed from time to time by the Village as circumstances warrant. The normal work week shall be a seven (7) consecutive day period (Sunday through Saturday) beginning with the first shift on Sunday, currently 10:45 p.m. Saturday to 7:15 a.m. Sunday, or 11:45 p.m. Saturday evening to 8:15 a.m. Sunday morning. The normal workday shift will consist of eight and one-half (8-1/2) consecutive hours including an off-duty unpaid thirty (30) minute lunch period each day subject to emergency work duties. If an employee's lunch is seriously interrupted by emergency work duties, he shall be entitled to take an off-duty lunch period, work permitting.

Section 12.4 - Overtime Pay.

Employees shall be paid one and one-half times their regular hourly rate of pay for all hours paid, beyond forty (40) which may occur in the designated seven (7) day work week. Paid holiday, personal day, sick leave and vacation day hours will not be deducted from hours paid for the purposes of calculating overtime. Hours determined at the conclusion of the seven (7) day work week to be eligible for overtime pay will be compensated by payment of the additional one half-time on the pay period in the same or following pay period.

Section 12.5 - Required Overtime.

The Chief of Police or his designee(s) shall have the right to require overtime work and officers may not refuse overtime assignments. In non-emergency situations, the Chief or his designee(s) as a general rule shall take reasonable steps to obtain volunteers for overtime assignments before assigning required overtime work, though work in progress shall not be interrupted at the Village's discretion and specific officers may be selected for specific assignments.

Section 12.6 - Compensatory Time.

Compensatory time at a time and one-half (1 1/2) rate in lieu of overtime pay may be granted at such times and in such time blocks as are mutually agreed upon between the involved employee and his

supervisor. However, compensatory time may be earned in lieu of pay, at the officers' discretion, for the first thirty (30) straight time hours of over/court time (forty-five (45) hours when computed at the overtime rate); beyond that cap, compensatory time may be earned by mutual agreement between the officer and the police department. If mutual agreement on compensatory time cannot be reached, the employee shall receive one and one-half (1 1/2) times his rate of pay for overtime worked in accordance with the provisions of Section 12.4 except that the Village may, in times of severe financial pressure, require that compensatory time, in lieu of overtime pay, be taken to the fullest extent permitted under the Fair Labor Standards Act.

No police officers shall be allowed to accumulate over one hundred forty-four (144) hours of compensatory time without written permission of the Village Manager. Any compensatory time over one hundred forty-four (144) hours shall be paid at a rate of one and one-half (1 1/2) for each hour over one hundred forty-four (144) except upon written request of the employee and permission of the Village Manager.

Compensatory time accrued must be used within a 12-month period of when it was earned. Upon separation either through termination or retirement, the employee will be compensated for the amount of compensation time accrued up to the one hundred forty-four (144) hour limit. In the event the employee does not utilize compensatory time in a timely fashion due to work requirements beyond the employee's control, the employee may request, in writing, a continuation of accrual from the Village Manager.

Section 12.7 - Court Time.

Employees who would otherwise be off-duty shall, subject to the requirements of Section 12.4, be paid their regular straight-time hourly rate of pay for all hours worked when authorized by a superior to appear in court on behalf of the Village in the capacity of a certified officer or when preparing for an appearance when in the presence of a prosecuting attorney; off-duty lunch periods shall not be counted toward hours worked. Officers shall receive two (2) hours' minimum pay, at the appropriate rate of pay, subject to Section 12.4, for each, including A.M. and P.M. off-duty appearance on the same day, made on behalf of the Village. In addition to court time pay, employees will receive a maximum of one (1) hour of compensatory time per day for court. Officers required to attend court commencing during their tour of duty and extending beyond the normal end of the tour of duty will be compensated at the appropriate overtime rate subject to Section 12.4.

Section 12.8 - Call-Back Pay.

A call-back is defined as an official assignment of work which does not continuously precede or follow an officer's regularly scheduled working hours. Call-backs shall be compensated at straight-time hourly rates of pay for all hours worked on callback subject to the overtime pay requirements of Section 12.4 of this Agreement. A minimum of two (2) hours' straight-time pay will be guaranteed for all call-backs.

Section 12.9 - No Pyramiding.

Overtime compensation shall not be paid more than once for the same hours under any provision of this Article or this Agreement.

Section 12.10 - Evaluation Period.

If the Village should implement an evaluation period during the term of this Agreement, that period shall be for one entire year in length (364 days) and officers will be made aware of the beginning and the termination dates.

ARTICLE XIII - PERSONAL AND SAFE DRIVING LEAVE**Section 13.1- Personal Leave Day.**

An officer shall be entitled to two (2) personal leave days leave days off per year, provided that the officer shall notify the Deputy Chief or designee of the planned use of a personal leave day at least twenty-four (24) hours in advance and receive the Deputy Chiefs approval. The officer may use the full personal day or one-half (1/2) day but not less than one-half (1/2) day. The use of a personal leave day shall not result in a situation whereby overtime is created. The personal day shall not accumulate.

Section 13.2 - Safe Driving Leave Pay.

An officer shall be entitled to one (1) safe driving leave day per year provided that the officer shall notify the Deputy Chief of the planned use of the safe driving leave day at least one (1) week in advance and receive the Deputy Chief s approval. An officer will only have earned and be eligible to utilize the safe driving leave day if there were no chargeable, preventable accidents incurred by that officer during the prior calendar year. The use of a safe driving day shall not result in a situation whereby overtime is created. The safe driving day shall not be accumulated. Officers are not eligible for a safe driving leave day if during the previous calendar year, the officer was not working in a Department vehicle regularly for more than one hundred sixty (160) working days during the calendar year due to injury, illness or assignment. New officers will be eligible for a safe driving day in the calendar year following their date of hire if they meet the one hundred sixty (160) day standard.

ARTICLE XIV - SICK LEAVE

Section 14.1 - Sick Leave.

Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may be in the best interest and health of the employee or fellow employees for them not to work while sick. To the extent permitted by law, sick employees are expected to remain at home unless hospitalized, visiting their doctor or dentist, acting pursuant to reasonable instructions for care or caring for a sick member of the immediate family. Unfortunately, sick leave abuse sometimes occurs. The parties agree that sick leave abuse is a very serious offense.

Section 14.2 - Sick Leave Allowance.

All employees covered by this Agreement, except those on leave of absence without pay, shall accumulate sick leave at the rate of one (1) day for each month of satisfactory service. An employee accumulates sick leave beginning with the first full calendar month of employment. Sick leave shall not be considered as personal time that an employee may use at his or her discretion; it shall be allowed only in case of actual sickness or disability or because of illness in the immediate family. Sick leave may also be granted to meet medical or dental appointments, which cannot reasonably be scheduled during non-working hours. Sick leave cannot be taken before it is actually earned.

Section 14.3 - Sick Leave Usage.

Eligible employees shall be paid for eight (8) hours at their straight-time rate of pay for each of the employees' earned sick days properly used in a calendar year.

Section 14.4 - Sick Leave Buy-Back.

Employees who do not utilize more than four (4) sick leave days in a full calendar year (December 1 through November 30) are eligible for up to three (3) extra days' pay, computed pursuant to the schedule set forth below. Such payment shall be made the payday preceding Christmas. Payment shall be at the rate of pay for the position held by the employee. The "up to three (3) days" for which the employee is paid will then be deducted from the unused sick leave earned by the employee during the previous twelve (12) months and any remaining days will accumulate with those of prior years. The officer also has the option of leaving the "up to three (3) days" in their accumulated sick leave.

Sick leave taken during a calendar year shall be deducted from the sick leave earned during the twelve (12) months preceding December 1 of

that year. The following schedule shall be used to determine the "up to three (3) days" eligible for the buy-back program:

<u>Number of Sick Leave Days Used</u>	<u>Number of Days Eligible For Buy-Back</u>
0-1	3
2-4	2
5	0
6	0

Once an officer accumulates a sick leave balance of eight hundred (800) hours (one hundred (100) days), or more, the Village shall buy back the sick leave accumulated and unused in that calendar year in excess of eight hundred (800) hours at the rate of 50% of the employee's current rate of pay, and deposit it into the Village's Post Employment Health Plan. Upon such payment, the amount of unused sick leave in excess of eight hundred (800) hours shall be deducted from the employee's sick leave bank.

Section 14.5 - Notification.

Notification of absence due to sickness shall be given to the Village as soon as possible on the first day of such absence, and notice shall be given every day thereafter (unless this requirement is waived by the Chief of Police); but notice shall not be given later than sixty (60) minutes before the start of the employee's work schedule unless it is shown that such notification was impossible. Failure to properly report an illness shall be considered an absence without pay and may subject the employee to discipline, as well.

Section 14.6 - Medical Examinations.

The Village Manager or Police Chief may require a Physician's Certificate of health examination as a condition for receipt of sick leave pay for an absence of any duration. As mutual protection for the Village and the employee, the Police Chief may also require an employee to submit to a complete physical examination by a physician designated by the Village Manager when, in the Village Manager's or Police Chiefs opinion, the performance of the employee may have become seriously limited or weakened by virtue of impaired health. The cost of such physical examination is the responsibility of the Village.

Section 14.7 - Other Reimbursements.

Upon separation of employment, an employee who leaves employment with the Village voluntarily with at least twenty (20) years of service and has a minimum of 800 hours accumulated sick leave shall be reimbursed for all accumulated sick leave up to 800 hours at 20% (160

hours maximum reimbursement) and for all accumulated sick leave in excess of 800 hours at 50% of his rate of pay in effect at time of separation. Said sum shall be deposited into the Village's Post Employment Health Plan. Those employees who were in the employ of the Village prior to May 1, 1977 shall, in addition to the above, be credited at time of separation with that amount of sick leave accumulated prior to May 1, 1977 as certified by the Village Manager and on file in the employee's personnel file.

Section 14.8 - Sick Leave Donations.

In the event that an ill or injured full-time Village employee has exhausted all sick leave credits, accumulated compensatory time, vacation time, holiday time and all other forms of compensated sick leave, he shall be eligible for a donation from any full-time employee covered by this Agreement. Upon written permission of the Village Manager, both the ailing employee and the donating employee must have at least one (1) year of full-time service with the Village. Any donated sick leave day must have been accrued for the calendar year prior to the year of the donation. The donating employee must sign a form which directs Human Resources to deduct one or more sick days from prior accrued sick leave. One (1) day may be donated for every five (5) the donating employee has accrued from prior calendar years of service.

ARTICLE XV - ADDITIONAL LEAVES OF ABSENCE

Section 15.1 - Discretionary Leave.

The Village may grant a leave of absence under this Article to any bargaining unit employee where the Village determines there is good and sufficient reason. The Village shall set the terms and conditions of the leave, including whether or not the leave is to be with pay.

Section 15.2 - Application for Leave.

Any request for leave of absence shall be submitted in writing by the employee to the Police Chief or his designee as far in advance as practicable. The request shall state the reasons for the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by his immediate supervisor and it shall be in writing.

Section 15.3 - Military Leave.

Military leave shall be granted in accordance with the requirements of applicable law. The Village shall not be expected to exceed such requirements for any officer.

Section 15.4 - Jury Leave. Leave.

The Village shall compensate such employee, at their regular rate of pay, for each hour actually spent on jury duty up to eight (8) hours' pay per day.

Section 15.5 - Funeral Leave.

In the event of death in the immediate family (designated as the employee's spouse, grandparents, children, grandchildren, parents, parent of spouse, brother or sisters of employee, and grandparents, brothers and sisters of spouse), an employee shall be granted up to three (3) consecutive work days as funeral leave if the employee attends the funeral. Leave beyond such three (3) days may, upon approval of the Police Chief or his designee, be taken if charged to the employee's sick leave accrual account. In the event of the death of an extended family member, an employee may be granted up to one (1) work day if the employee attends the funeral. Leave beyond one (1) day may, upon approval of the Police Chief or his designee, be taken if charged to the employee's sick leave accrual account.

Section 15.6 - Benefits While on Leave.

A. Unless otherwise stated in this Article or otherwise required by law, length of service shall not accrue for an employee who is on an approved non-pay leave status (including maternity leave). Accumulated length of service shall remain in place during the leave and shall begin to accrue again when the employee returns to work on a pay status. Unless otherwise stated in this Agreement, an employee returning from leave will have his seniority continued after the period of leave. Upon return, the Village will place the employee in his or her previous job if the job is vacant; if not vacant, the employee will be placed in the first available opening in his classification or in a lower-rated classification according to the employee's seniority, where skill and ability to perform the work without additional training is equal.

B. If, upon the expiration of a leave of absence, there is no work available for the employee or if the employee could have been laid off according to this seniority except for his leave, he shall go directly to layoff.

C. During the approved leave of absence or layoff under this Agreement, the employee shall be entitled to coverage under applicable group and life insurance plans to the extent provided in such plan(s), provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the Village.

Section 15.7 - Non-Employment Elsewhere.

A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or to try self-employment. Employees who engage in employment elsewhere during an approved leave without express written permission of the Village Manager may immediately be terminated by the Village.

Section 15.8 - Leave for Illness, Injury or Disability.

- A. In the event an employee is unable to work by reason of illness, or injury (including those compensable under workers' compensation) or disability, the Village may grant a leave of absence without pay during which time seniority shall not accrue to the extent permitted by law except that for a work related injury compensable under worker's compensation, an employee shall receive full pay and benefits and turn over his workers' compensation check to the Village for the full period of receipt of such workers' compensation and shall accrue seniority for the first twelve (12) months of leave.
- B. To qualify for such leave, the employee must report the illness, injury or disability as soon as the illness, injury or disability is known, and thereafter furnish to the Police Chief or his designee at such times as may be requested a physician's written statement showing the nature of the illness, injury or state of disability and the estimated length of time that the employee will be unable to report for work, together with a written application for such leave. Thereafter, during such leave, the employee shall furnish a current report.

Before returning from a leave of absence for injury, illness or disability, or during such leave, the employee, at the discretion of the Village, may be required to have a physical examination by a doctor designated by the Village to determine the employee's capacity to perform assigned work.

- C. Light duty officers who are capable of performing light duty, and who have received a medical release to perform such work, shall be assigned to a light duty position. Such light duty will be assigned on a first-come-first serve basis; once filled, the Police Department will not be expected nor required to create extra light duty positions. Up to two light duty positions within the Police Department will be available during any given time frame. Light duty positions are not meant to be permanent job assignments and may be limited to six (6) months. The parties recognize that whether a light duty assignment will be made is within the sole discretion of the Chief of Police. This Article notwithstanding, the

Village shall comply with the provisions of 775 ILCS 5/2-102(H), of the Illinois Human Rights Act.

Section 15.9 Family and Medical Leave Act.

The Village agrees to comply with the Family and Medical Leave Act of 1993 as it may be amended from time to time and the rules and regulations issued in conjunction therewith. The parties agree that the Village may adopt such policies as may be necessary or appropriate to implement the Family and Medical Leave Act of 1993 (FMLA) -as it may be amended from time to time and the rules and regulations issued in conjunction therewith. No such policy shall be deemed to violate this Agreement if it is either mandated or legally permitted by the FMLA and the rules and regulations issued in conjunction therewith.

ARTICLE XVI - LAYOFF AND RECALL

Section 16.1- Layoff.

The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their seniority as provided in 65 ILCS 5/10-2.1-18. Except in an emergency, no layoff will occur without at least twenty-one (21) calendar days' notification to the Labor Council. The Village agrees to consult the Labor Council, upon request, and afford the Labor Council an opportunity to propose alternatives to the layoff, though such consultation shall not be used to delay the layoff.

Section 16.2 - Recalls.

Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled.

Employees who are eligible for recall shall be given five (5) calendar days' notice of recall and notice of recall shall be sent to the employee by certified mail or registered mail, return receipt requested, with a copy to the Labor Council. The employee must notify the Chief of Police or his designee of his intention to return to work within three (3) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Chief of Police or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice as required above, his name shall be removed from the recall list.

ARTICLE XVII - EMPLOYEE DISCIPLINE

Section 17.1- Questioning.

The Village agrees to abide the provisions of Chapter 50, Section 725/1 to and including Section 725/7 of the Illinois Compiled Statutes, commonly known as the Uniform Peace Officers' Disciplinary Act ("UPODA"). The officer under interview, interrogation or questioning, whether by written or oral form, shall be entitled to be represented by a Labor Council representative at any time before or during such interview, interrogation or questioning, if the affected officer reasonably believes such interview, interrogation or questioning may lead to discipline. Reasonable time shall be afforded the officer to arrange for the presence of such representation. This Article and the provisions of the Uniform Peace Officers' Disciplinary Act shall not be subject to the grievance procedure, however, alleged violations of the Act may be raised in grievance arbitrations regarding discipline, for purposes of seeking to exclude statements obtained pursuant to UPODA standards.

Section 17.2 - Discipline.

Final disciplinary authority and responsibility rests with the Chief of Police or Department designee and may be appealable only through the grievance procedure of this Agreement, commencing with Step 4. Disciplinary measures may include, except as otherwise specifically provided for elsewhere in this Agreement, the following:

(1) Counseling, with appropriate documentation thereof placed into the employee's personnel file, with a copy to the employee and the Union;

(2) Written reprimand and/or transfer (provided that where both penalties are imposed there is cause for each) with appropriate documentation thereof placed into the employee's personnel file, with a copy to the employee and the Union;

(3) Suspension without pay, not to exceed thirty (30) days, and/or transfer (provided that where both penalties are imposed there is cause for each) with appropriate documentation thereof placed into the employee's personnel file, with a copy to the employee and the Union;

(4) Discharge from service.

Section 17.3 - Causes for Termination.

In addition to other causes for termination of employment or discharge from service that are not set forth herein, the following shall be grounds for an employee to be discharged:

(1) An employee is absent exceeding the period for which a leave of absence has been granted or extended in writing, or obtains a leave of absence under false pretenses;

(2) An employee is absent for two (2) consecutive working days without notifying the Village, absent reasonable extenuating circumstances.

(3) An employee accepts other employment during a leave of absence, unless agreed to in writing by the Village; or

(4) An employee fails to report to work, after being off due to a compensable injury or accident, within two (2) working days after release by a doctor, absent reasonable extenuating circumstances.

ARTICLE XVIII - LABOR-MANAGEMENT MEETINGS

Section 18.1- Meeting Request.

The Labor Council and the Employer agree that in the interest of efficient management and harmonious employee relations, that meetings be held if mutually agreed between Labor Council 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 meeting" and expressly providing the agenda for such meeting. Such meetings and locations, if mutually agreed upon, shall be limited to:

1. Discussion on the implementation and general administration of this Agreement;
2. A sharing of general information of interest to the parties; or
3. Notifying the Labor Council of concerns the Employer has which may affect employees.

Section 18.2 - Content.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "labor management meetings" nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 18.3 - Attendance.

Attendance at labor-management meetings shall be voluntary on the employee's part, and attendance during such meetings shall not be considered time worked for compensation purposes, except when

mutually agreed upon meeting times are during the employee's regular working hours. Normally, three (3) persons from each side shall attend these meetings, schedules permitting.

ARTICLE XIX – INSURANCE

Section 19.1 - Coverage and Cost.

Officers covered by this Agreement shall receive the same group health and hospitalization and dental insurance benefits as provided to all other non-represented Village employees for the period January 1, 2005 to December 31, 2007.

Section 19.2 - Health Insurance.

Commencing January 1, 2005, employees shall be responsible for ten (10%) percent of the monthly premium contributions for health insurance coverage, and the Village shall be responsible for ninety (90%) percent of the monthly health insurance premiums. From January 1, 2005 through December 31, 2007, bargaining unit police officers will not be responsible for paying a larger percentage for monthly health insurance premiums than any other Village employees enrolled in the same Village insurance plan.

The Village agrees that no significant changes will be made to the insurance program coverage or benefits for calendar year 2004 without first bargaining with the Union over whether such changes will be made, and if so, what if any other economic offsets the bargaining unit shall receive. Impasses in such bargaining shall be resolved through Section 14 of the IPLRA.

The Village shall also, to the extent required by law, make available to retired employees who are not covered by insurance through another employer, the ability to participate in its group insurance program for individual and dependent coverage, with such premiums to be paid by the retired employee. Arrangements for reimbursement of premiums to the Village shall be made with the Village Manager or his designee.

Nothing in this Agreement restricts the Village's right to change insurance carriers, or to self-insure, to change the method or manner of self-insurance the Village may administer, to change benefit levels as recommended to the Village Council by the Employee Insurance Advisory Committee, to participate in programs to reduce health insurance costs, or to utilize health maintenance organizations or other similar groups, provided that the coverage and economic benefits are the same for Officers under this Agreement as provided to all other non-represented employees.

If an officer leaves employment with the Village on or after the 15th of the month, he shall receive full benefits for the entire calendar month in which he left employment.

Section 19.2 - Cost Containment.

The Village reserves the right to institute cost containment measures relative to insurance coverage. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 19.3 - Life Insurance.

Upon ratification of this Agreement, The Village shall supply each full-time employee covered by the terms of this Agreement with at least one and one-half (1 1/2) times their annual salary in term life insurance.

Section 19.4 - Employee Insurance Advisory Committee and Village Safety Committee.

The Council shall name a representative who shall participate in the Village Manager's Employee Insurance Advisory Committee. The Council shall name a representative who shall participate in the Village Safety Committee.

Section 19.5 - Flexible Benefit Plan.

All officers will be permitted to participate in the Village flexible benefit plan as soon as possible but no later than January 1, 1995.

Section 19.6 - Post-Employment Health Plan.

Bargaining unit members shall be eligible to participate in the Village's Post Employment Health Plan; currently the ICMA Retiree Health Savings Plan.

ARTICLE XX - UNIFORMS

The Village shall continue its current policy concerning uniform maintenance for police officers for the life of this Agreement. Effective January 1, 2006, each officer covered by this Agreement shall receive \$675 on account annually and effective January 1, 2010, each officer covered by this Agreement shall receive \$700 on account annually for uniform maintenance, with such maintenance being conducted by a vendor approved by the Chief of Police. Any or all of this amount may be used for a bulletproof vest; but not more than \$100 can be spent for a briefcase every two (2) years. Newly hired officers shall be provided the necessary uniforms and equipment, but their clothing allowance shall be deferred 12 months from their date of hire and shall be paid on a prorated basis for the balance of that fiscal year.

ARTICLE XXI - WAGES

Section 21.1 - Salary Schedules.

The salary schedules set forth in APPENDIX B shall apply for fiscal years 2011 and 2012. In addition, the Village agrees to no layoffs in the bargaining unit for fiscal year 2011 only.

Effective January 1, 2013, Step 8 of the Salary Schedule will be adjusted to the mid-point of the comparable communities as measured by comparing Palatine's Step 8 Police Officer salary to the top step salary of Police Officer for each comparable community. The mid-point will consist of the average top step salary of the 4th & 5th ranked positions amongst the comparable communities. Comparable communities include: Arlington Heights, Buffalo Grove, Des Plaines, Elk Grove Village, Hoffman Estates, Mount Prospect, Rolling Meadows and Schaumburg. The comparable comparison will include the use of Certified Police Officer pay as part of base salary for Mount Prospect. If the Step 8 salary is adjusted for mid-point, all other steps of the Salary Schedule will be adjusted by the same percentage.

The Village intends that these salary schedules are anticipated to preserve the Village's ranking in the middle position of the comparable communities. The Village and the Union preserve their arguments as to the appropriate ranking of Palatine's police salaries for future negotiations. A pay-step denial may be grieved, but in any arbitration the grievant must show that the denial was arbitrary and capricious.

Section 21.2 - Officers In Charge.

Any officer who is designated either orally or in writing as the "officer in charge" by any supervisor will be compensated with thirty (30) minutes of time for every sixty (60) minutes he acted in that capacity. Such time shall be compensated in compensatory time or at the overtime rate at the discretion of the Chief of Police.

Section 21.3 - Translation Reward Program.

The Translation Reward Program is intended as incentive for those who use their language skills on a regular, on-going basis throughout the year, in any department, as needed. The recognition reward of \$500 will be paid in February to eligible employees who translated during the prior twelve month period. An eligible employee must first establish their proficiency level as "Advanced" through the testing process with Language Testing International. The employee can test once per year, until certified as "Advanced". Payment for the testing will be made by the Village upon approval of the Village Manager. Employees must also have met minimum performance expectations with

ratings of “meets expectations” or “satisfactory” or the equivalent in all categories during the prior rating period. Employees must be actively employed and in good standing at the time the payment is made.

Section 21.4 – Specialty Pay.

FTO’s shall receive one hour straight time compensation (pay or comp time) for each shift that they have a trainee assigned to them and perform service as an FTO. Evidence Technicians shall receive one-half hour straight time compensation (pay or comp time) for each shift to which they are required to and actually perform the following activities: photograph, collect and log evidence, and submit a report of such activities.

ARTICLE XXII - LONGEVITY

The Village shall continue its current longevity schedule for the life of this Agreement.

The longevity schedule applies to all officers covered by this Agreement after completion of years of service as described, below.

8 - 10 years of service	\$350 annually
11 - 14 years of service	\$650 annually
15 - 19 years of service	\$900 annually
20 or more years of service	\$1,250 annually

These payments will be made by the Village two (2) paydays prior to the Christmas holiday of the year the officer's longevity anniversary date occurs. Longevity pay shall be included in an employee's base pay for purposes of determining an employee's overtime hourly rate of pay.

ARTICLE XXIII - DRUG TESTING

Section 23.1- Prohibitions.

Employees are prohibited from consuming alcohol or possessing, selling, purchasing or delivering illegal drugs at any time during the work day or anywhere on the Employer's premises, except in accordance with duty requirements, or failing to report to their supervisor any known side effects of medication or prescription drugs which they are taking.

Section 23.2 - Time of Testing.

Where the Employer has reasonable suspicion to believe that an employee is then under the influence of alcohol or illegal drugs during

the course of the work day, the Employer shall have the right to require the employee to submit to alcohol or drug testing. There shall be no random or unit-wide testing of Employees, except random testing of an individual employee as authorized in Section 23.8 below.

Section 23.3 - Order to Take Test.

The Employer shall provide the employee at the time he or she is ordered to submit to testing with a written notice of the order, setting forth the facts and inferences upon which the Employer bases its conclusion of reasonable suspicions. The employee shall have the right to consult with a Union representative and/or counsel prior to any questioning. Refusal to comply with the order to test may subject the employee to discipline, but the taking of a test shall not operate to waive any objection or rights the employee may have. No employee shall be subject to any adverse employment action, except temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Such reassignment or relief from duty shall be discontinued immediately in the event of negative test results.

Section 23.4 - Tests to be Conducted.

The Employer shall use only a clinical laboratory or hospital facility that is licensed per the Illinois Central Laboratory Act, which laboratory shall comply with all NIDA standards. The Employer shall establish a chain of custody procedure to insure the integrity of samples and test results, and shall not permit the employee or any other bargaining unit member to be a part of such chain. Sufficient samples shall be collected so as to permit an initial, a confirmatory test, and a subsequent test to be arranged at a facility of the employee's choosing. Confirmatory testing shall be by gas chromatography, plus mass spectrometry (GCMS) or an equivalent scientifically accurate test.

Section 23.5 - Results.

As to drug or alcohol testing, the Employer shall only be notified in the event that a sample has tested positive for a particular drug or alcohol on both the initial and confirmatory test, and any information otherwise coming into the possession or knowledge of the Employer (e.g., the insurance billings) shall not be used in any manner or forum adverse to the employee's interests. The employee shall receive a copy of all test results, information, documents and other reports received by the Employer.

Section 23.6 - Right to Contest.

If no disciplinary charges are filed, the Union and/or the employee shall have the right to contest and/or grieve any aspect of any testing under this Agreement, including the right to test, the order, the administration of the test, the significance or accuracy of the test, or the

consequences of the test results. Nothing herein shall waive or limit any rights employees may have concerning such tests that may arise outside this Agreement, which the employee may pursue with or without the Union.

Section 23.7 - Voluntary Requests for Assistance.

No adverse employment action shall be taken in any manner or forum against any employee who voluntarily seeks assistance for alcohol or prescription drug related problems, other than the Employer may temporarily reassign an employee if he is then unfit for duty in his current assignment. All such requests shall be held strictly confidential and not released or used in any manner or forum contrary to the employee's interests.

Section 23.8 - Discipline.

Except for prohibited drugs, in the first instance an employee tests positive as defined above on a drug or alcohol test, the employee may be subject to disciplinary action, but not discharge (other alleged violations may be just cause for discharge on their own merits, but test results shall not be a factor in aggravation), provided that the employee participates in an appropriate treatment program determined by his physician, discontinues his use of prohibited drugs or abuse of alcohol, and submits to random testing as directed by his counselors in an appropriate after care program. Employees who do not comply with the conditions of this Section, or who test positive for the second time, shall be subject to dismissal. Employees who are unfit to perform reasonable duties to which they may be assigned during the period of their treatment and after care shall be permitted to take accumulated time off and shall be afforded a leave of absence upon request for the period of counseling and after care, at the option of the employee.

ARTICLE XXIV - POLICE AND FIRE COMMISSION

The parties recognize that the Police and Fire Commission of the Village of Palatine has certain statutory authority over employees covered by this Agreement, including but not limited to the right to make, alter and enforce rules and regulations. Except for those provisions specifically identified in this Agreement (i.e., probationary period, discipline, etc.), nothing in this Agreement is intended in any way to replace or diminish the authority of the Police and Fire Commission.

Every newly hired officer will receive a current copy of the rules and regulations of the Palatine Fire and Police Commission. A copy of these rules and regulations will be kept at the Police Department in an area accessible to all police officers who are covered by these rules and regulations.

ARTICLE XXV - IMPASSE RESOLUTION

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended (Chapter 5, Section 315/1). If interest arbitration is invoked pursuant to said Act, the arbitrator shall be selected in accordance with the selection procedure set forth in Article 6, Section 4, of this Agreement and the parties shall simultaneously exchange final offers on each issue legitimately in dispute at least seven (7) days prior to the first day of the hearing.

ARTICLE XXVI - MAINTENANCE OF ECONOMIC BENEFITS

All economic benefits which are not set forth in this Agreement and are currently in effect shall continue and remain in effect until such time as the Village shall notify the Labor Council of its intention to change them. Upon such notification, and if requested by the Labor Council, the Village shall meet and discuss such change before it is finally implemented by the Village. Any change made without such notice shall be considered temporary pending the completion of such meet and confer discussions. If the Labor Council becomes aware of such a change and has not received notification, the Labor Council must notify the Village as soon as possible and request discussions if such discussion are desired. The failure of the Labor Council to request discussions shall act as a waiver of the right to such discussions by the Labor Council.

ARTICLE XXVII - SAVINGS CLAUSE

If any provision of this Agreement, or the application of any such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect. The parties shall attempt to renegotiate the invalidated provision.

ARTICLE XXVIII - 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 the Agreement, it may be changed by the-Employer as provided in the management rights clause.

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 or ordinance 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. The Labor Council specifically waives any right it might have to impact or effect bargaining for the life of this Agreement.

ARTICLE XXIX - TERMINATION

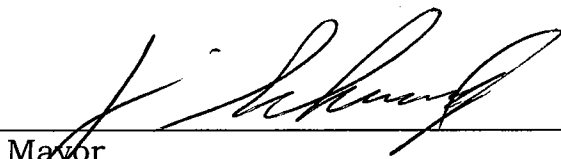
This Agreement shall be effective on January 1, 2011, and shall remain in full force and effect until 11:59 p.m. on December 31, 2013, unless either party gives the other notice to terminate as described below. It shall be automatically renewed from year to year thereafter.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

EXECUTED this 5th day of July, 2011

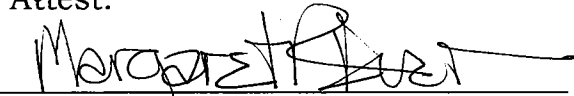
VILLAGE OF PALATINE

FRATERNAL ORDER OF POLICE
LABOR COUNCIL/PALATINE
LABOR COUNCIL NO. 158

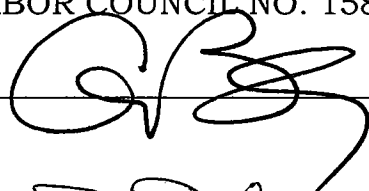


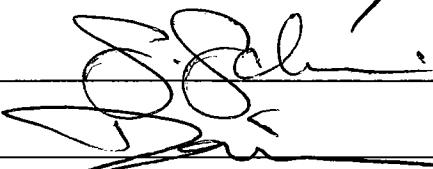
Mayor

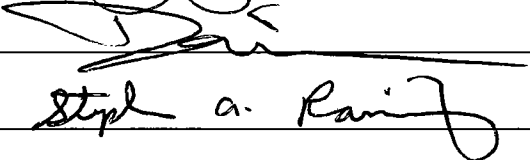
Attest:



Margaret Ruet
Village Clerk







Steph A. Raut

APPENDIX A

**FRATERNAL ORDER OF POLICE
PALATINE LABOR COUNCIL NO.158**

CHECK-OFF AUTHORIZATION

Although I am aware that I am not required to sign any dues or other fee check-off assignments, or any other Fraternal Order Police form, nevertheless, I desire voluntarily to sign and be bound by the provision of this Check-Off Authorization.

I hereby voluntarily authorize and direct the Village of Palatine to deduct from my salary and to pay and forward to said Labor Council (or any successor Labor Council designated by the State Labor Council Fraternal Order of Police) such dues and fees uniformly required to acquire and retain membership in the Labor Council (or any successor Labor Council as described above), in accordance with the written notice filed by the Labor Council with the Village.

The sums which I have authorized to be checked of should be deducted from my salary each pay period. I am aware that this check-off authorization cannot be canceled by me for the life of the Agreement currently in effect. I am also aware that the Labor Council may change the fixed uniform dollar amount once each year upon sixty (60) days' notice to the Village.

Signature _____

NAME (Printed) _____

HOME ADDRESS _____

CITY AND STATE _____ ZIP _____

HOME PHONE _____

SOCIAL SECURITY NO. _____

DATE _____

APPENDIX B - WAGE SCHEDULE

	<u>January 1, 2011</u>	<u>January 1, 2012</u>
Step 1	29.08	29.35
Step 2	30.45	30.76
Step 3	32.87	33.20
Step 4	34.54	34.79
Step 5	36.10	36.46
Step 6	37.83	38.21
Step 7	39.15	39.55
Step 8	40.52	40.93

APPENDIX C - LETTER OF UNDERSTANDING

The parties agree that all applicable General Orders and any other applicable Village rules and regulations will be revised to increase the meal allowance for members of the bargaining unit to ten dollars a day for breakfast, ten dollars a day for lunch and twenty dollars a day for dinner.

GRIEVANCE

(use additional sheets where necessary)

Department: _____

Date Filed: _____

Grievant's Name: _____

Last

First

M.I.

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____

Article(s) and Sections(s) of Contract violated: _____

Briefly state the facts: _____

Remedy Sought: _____

Given To: _____

Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP ONE RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____

Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP TWO RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

LODGE NO.

YEAR

GRIEVANCE NO.

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP THREE RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP FOUR

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP FOUR RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative

SIDE LETTER UNDERSTANDINGS

3. Work Schedule

(a) The employer agrees to not move the entire patrol workforce from the current 05 permanent shift system unless for operational necessity. The employer reserves the right to move certain groups of 3 officers (1 officer from each shift) to rotating shifts if those officers so desire, or to accommodate the assignment of probationary officers. The employer also reserves the right to select the shift of those officers who receive a below standard annual evaluation and continue that below standard performance for an additional $\frac{3}{4}$ of a year. In the event a new Chief is appointed and the new Chief desires to make a change in the permanent shift system that is currently in place, the Union shall have the right to negotiate over the subject of permanent shifts.

(b) During calendar year 2003, the period January, 2003 through June, 2003, the parties jointly shall meet at reasonable intervals and discuss the feasibility of implementing a "6 and 3" work schedule during the second year of the contract. The union understands that the Employer will not implement a 6 and 3 work schedule if the same will result in additional expense to the Employer (i.e., additional paid time off and/or overtime expense that is other than nominal) and/or operational disruptions (i.e., manpower allocations). Additionally, if the Employer determines that it is appropriate to make such a change, it will be implemented on a three-month trial basis and then revisited by the Employer for a determination as to whether or not the change should be continued.

TYPE: RESOLUTION SUBMITTED BY: ADMINISTRATION DATE: JULY 5, 2011

DESCRIPTION: CONSIDER A RESOLUTION APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF PALATINE AND PALATINE FRATERNAL ORDER OF POLICE, LABOR COUNCIL, LODGE NO. 158

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

☒	<i>Financially Stable Government</i>	☐	<i>Safe Place to Live</i>
☒	<i>Cost Effective Services Responsive to Citizens</i>	☐	<i>Downtown as a Community Focal Point</i>
☐	<i>Open Government w/ Involved Citizens</i>	☐	<i>Regional Partnerships</i>

COMMITTEE ACTION:

DATE:

BACKGROUND: Palatine Fraternal Order of Police, Lodge No. 158 (FOP) provides union representation for Palatine's Police Officers. The previous contract expired on December 31, 2010.

DISCUSSION:

Parties have agreed to the following changes to the previous agreement:

- Agreement on a three-year contract, expiring December 31, 2013.
- 1% increase in base wages for 2011 and 2012. Adjustment to the mid-point of comparables in 2013.
- Officers will be compensated for two additional premium holidays with four hours of banked personal time for each Memorial Day or Independence Day worked.
- Funeral leave: allows one work day for an extended family member.
- Clarification regarding vacation accrual, court time, and overtime.
- Light duty positions extended from one to two for non-work related injury/illness.
- Layoff language clarified with no economic impact.
- Existing Translation Reward Program clarified with no economic impact.

Parties reached terms of the agreement through the use of a federal mediator, and did not use attorneys. Members of the Palatine FOP ratified the terms of the agreement on June 22, 2011.

RECOMMENDATION: Staff recommends approval of a Resolution authorizing the collective bargaining agreement with Palatine Fraternal Order of Police, Lodge No. 158.

ACTION REQUIRED: Motion to adopt a Resolution approving the collective bargaining agreement between the Village of Palatine and Palatine Fraternal Order of Police, Lodge No. 158 and to authorize the Mayor and Village Clerk to sign the agreement.

CA20

TYPE: MOTION SUBMITTED BY: ADMINISTRATION DATE: DECEMBER 19, 2011

DESCRIPTION: CONSIDER A MOTION ACCEPTING SIDE LETTERS OF UNDERSTANDING AS AN APPENDIX TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF PALATINE AND PALATINE FRATERNAL ORDER OF POLICE, LABOR COUNCIL, LODGE NO. 158

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

☒	<i>Financially Stable Government</i>	☐	<i>Safe Place to Live</i>
☒	<i>Cost Effective Services Responsive to Citizens</i>	☐	<i>Downtown as a Community Focal Point</i>
☐	<i>Open Government w/ Involved Citizens</i>	☐	<i>Regional Partnerships</i>

COMMITTEE ACTION:

DATE:

BACKGROUND:

On July 5, 2011, Village Council ratified and executed a Collective Bargaining Agreement (Agreement) between the Village of Palatine and Palatine Fraternal Order of Police (FOP). After the Village's signing, the FOP attorney indicated the previous Side Letters of Understanding should be incorporated into the contract. The Village Attorney concurs with this.

DISCUSSION:

The Side Letters of Understanding are not material to the administration of the Agreement, and have no additional financial impact. However, a corrected Agreement will have a positive influence on labor-management relations, and will stand as an accurate representation of the understanding between the parties.

RECOMMENDATION: Staff recommends approval of a motion approving the acceptance of the Side Letters of Understanding.

ACTION REQUIRED: Motion to approve the acceptance of Side Letters of Understanding as an Appendix to the Collective Bargaining Agreement between the Village of Palatine and Palatine Fraternal Order of Police, Labor Council, Lodge No. 158.