

**AGREEMENT**  
**BETWEEN**  
**CITY OF OAKBROOK TERRACE**  
**and**  
**ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL**

**2014-2017**

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## **PREAMBLE**

This Agreement is entered into by and between the City of Oakbrook Terrace, Illinois, an Illinois municipal corporation (hereinafter referred to as "City") and the Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the "Labor Council"). It is the purpose of this Agreement and it is the intent of the parties hereto to establish and promote mutual harmonious understanding and relationships between the City and the Labor Council to promote department efficiency and effectiveness, to establish wages, hours, fringe benefits and other terms and conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement, and to provide for the prompt and peaceful adjustment and resolution of grievances concerning interpretation and application of this Agreement as provided herein.

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

## **ARTICLE I - RECOGNITION AND FAIR REPRESENTATION**

### **SECTION 1.1. RECOGNITION.**

The Employer recognizes the Labor Council as the sole and exclusive bargaining agent for employees in the unit described below:

**INCLUDED:** All full-time sworn City Police Department employees in the rank of patrol officer and sergeant;

**EXCLUDED:** One (1) sergeant assigned to the position of administrative sergeant, as a confidential employee under the Act; all

sworn police officers above the rank of sergeant; any employees excluded from the definition of "peace officer" under Section 3(k) of the Act, all civilian employees, and all other managerial, confidential, short-term and professional employees as defined by the Act, as amended, and all other employees of the City.

SECTION 1.2. FAIR REPRESENTATION.

The Labor Council recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Labor Council.

**ARTICLE II - NON-DISCRIMINATION**

SECTION 2.1. NON-DISCRIMINATION.

Neither the City nor the Labor Council shall unlawfully discriminate against any employee covered by this Agreement because of race, sex, age, religion, creed, color, national origin, disability, Labor Council membership or activity or refraining from such activity. Employees are encouraged to promptly report any perceived discrimination to the Police Chief or the City Administrator or their immediate non-bargaining unit supervisor. Any dispute concerning the interpretation and application of this paragraph with respect to alleged discrimination because of race, sex, age, religion, creed, color, disability, or national origin may be grieved through step 3 of the grievance procedure, but not to arbitration.

SECTION 2.2. AMERICANS WITH DISABILITIES ACT.

The City may take reasonable steps in order to comply with the American With Disabilities Act (ADA). If the City believes it appropriate to act in a manner inconsistent with this Agreement in order to comply with the ADA, the City shall notify the Labor Council, in writing, of the circumstances and proposed actions prior to implementation. Upon written request from the Labor Council, the City agrees to immediately commence negotiations over the issues affected, and in the event of an impasse in such negotiations, the issues shall be resolved in accordance with the Impasse Resolution Procedure, Article VI of this Agreement. The City may temporarily implement its changes pending resolution of the dispute through the Impasse Resolution Procedure.

SECTION 2.3. USE OF MASCULINE PRONOUN.

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

SECTION 2.4. FAMILY AND MEDICAL LEAVE (FMLA).

Leave under the Family and Medical Act of 1993 ("FMLA") as it may from time to time be amended shall be governed by the City policy and procedure, as set forth in Appendix A.

**ARTICLE III - DUES CHECKOFF AND FAIR SHARE**

SECTION 3.1. DUES CHECKOFF.

While this Agreement is in effect, the City will deduct and transmit to the Labor Council 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 City a voluntary, effective checkoff authorization. A Labor Council member desiring to revoke the dues checkoff may do so by written notice to the City at any time upon thirty (30) days' notice. The actual dues amount deducted as determined by the Labor Council shall be a uniform sum of money for each employee in order to ease the City's burden of administration of this provision.

If the employee has no earnings due for a dues period, the Labor Council shall be responsible for the 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 City sixty (60) days' notice of any such change in the amount of uniform dues to be deducted.

### SECTION 3.2. FAIR SHARE.

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

The City shall, with respect to any employee in whose behalf the City has not received a written authorization as provided for above, deduct from the wages of the employee the fair share financial obligation, including any retroactive amount due and

owing, and shall forward said amount to the Labor Council on the tenth (10th) day of the month following the month in which the deduction is made, subject only to the following:

- (1) The Labor Council has certified to the City that the affected employee has been delinquent in his obligations for at least thirty (30) days;
- (2) The Labor Council has certified to the City that the affected employee has been notified in writing of the obligation and the requirement for each provision of this Article and that the employee has been advised by the Labor Council of his obligations pursuant to this Article and of the manner in which the Labor Council has calculated the fair share fee;
- (3) The Labor Council has certified to the City that the affected employee has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before an impartial arbitrator assigned by the employee and the Labor Council for the purpose of determining and resolving any objections the employee may have to the fair share fee.

### SECTION 3.3. INDEMNIFICATION.

The Labor Council shall indemnify and hold harmless the City, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the City for the purpose of complying with the provisions of this Article, or in reliance on any written dues checkoff authorization furnished under any of such provisions. If an improper deduction or fair share payment is made, the Labor Council shall refund

directly to the employee any such amount and shall so notify the City at least five (5) days prior to the issuance of the next payroll check.

## **ARTICLE IV - MANAGEMENT RIGHTS**

### **SECTION 4.1. RECOGNITION OF CITY RIGHTS.**

The Labor Council recognizes that the City possesses the sole and exclusive right to operate and direct the employees of the City of Oakbrook Terrace and Oakbrook Terrace Police Department in all aspects, including, but not limited to, all rights and authority granted by law or exercised by the City prior to the execution of this Agreement, except as specifically limited in this Agreement. These rights include, but are not limited to: the right to determine the Department's mission, policies, procedures, and to set all standards of service offered in the community; to plan, direct, control, and determine the operations and services to be conducted or delivered by the employees of the Department; to determine the methods, means, and number of personnel needed to carry out the duties, responsibilities, and mission of the Department; to establish reasonable work, productivity, and performance standards and from time to time change such standards; to educate and train employees, and in so doing to determine the subject matter, criteria, and procedures for such training; to determine standards of conduct both on and off duty to the extent permitted by federal and state law; to select, hire, schedule, assign, and evaluate work of employees; to promote employees to the fullest extent allowed by law; to suspend, discipline, or discharge employees for just cause (probationary employees without cause), to lay off or relieve employees from duty; to make, publish, change and enforce reasonable rules and regulations; to assign work and work duties, including overtime; to contract out for goods and services; to

negotiate and approve City contracts for the hotel special detail; to approve through the Chief of Police any special detail arrangements between members of the police department and any private or public sector individual, entity, group or organization whenever employees are utilizing City equipment or are in uniform; to introduce new, improved, or different methods, equipment, and/or facilities.

SECTION 4.2. CITY RULES, POLICIES AND PROCEDURES.

The City's rules, policies and procedures, as well as those of the Police Department, shall not be considered part of this Agreement and shall control unless in conflict with the provisions of this Agreement, in which case the Agreement shall supersede. This provision shall not limit the right to file a grievance concerning the improper application of any such rule, policy or procedure.

SECTION 4.3. BUDGET OF THE CITY.

The Mayor and the Aldermen of the City have the sole authority to determine the purpose and mission of the City and its various departments, and the amount of budget to be adopted and apportioned hereto.

SECTION 4.4. EMERGENCY CONDITIONS.

If, in the sole discretion of the Mayor, or in the absence of the Mayor, the City Administrator or Chief of Police, it is determined that extreme civil emergency conditions exist, including, but not limited to, riots, civil disorders, tornado conditions, floods, financial exigency, or other similar catastrophes, the provisions of this Agreement may be temporarily suspended by the Mayor, the City Administrator or Chief of Police during the time of the declared emergency conditions; provided, that wage rates and insurance benefits shall not be suspended nor shall this Section limit an employee's right to invoke the grievance procedure over the issue of pay.

SECTION 4.5. USE OF CITY FACILITIES AND TELEPHONE PRIVACY.

Except as expressly permitted herein, no member of the bargaining unit may use City facilities for any purpose other than the business of the City, Police Department or the employee's sworn duties, provided a reasonable number of family and personal calls are permissible. The City reserves the right to record telephone conversations on all lines, provided it allows one phone for private communications with no recording of any kind.

**ARTICLE V - NO STRIKE/NO LOCKOUT**

SECTION 5.1. NO-STRIKE COMMITMENT.

The Labor Council and the members of the bargaining unit covered by this Agreement recognize and agree that the rendering of police services to the City and cooperation and support to surrounding police jurisdictions cannot, under any circumstances or conditions, be withheld, interrupted or discontinued, and that to do so will endanger the health, safety and inhabitants thereof.

SECTION 5.2. STRIKES PROHIBITED.

During the term of this Agreement, neither the Labor Council, its officers or agents, nor the employees covered by this Agreement will, for any reason, authorize, institute, aid, condone or engage in any strike, sympathy strike or concerted work interruption of any kind, work slowdown, sit-down, concerted application of unauthorized, abnormal or unapproved enforcement procedures or policies, concerted refusal to perform overtime, concerted disobedience to lawful orders of a supervisor, or deliberate absenteeism, and no employee covered by this Agreement shall refuse to cross any picket line, wherever established.

SECTION 5.3. NO LOCKOUT BY CITY.

The City agrees not to lock out employees during the term of this Agreement as a result of a labor dispute between the City and the Labor Council.

SECTION 5.4. LABOR COUNCIL NOTIFICATION OF EMPLOYEES.

The Labor Council agrees to notify all bargaining unit employees of their obligations and responsibilities under this Section, including their responsibility to remain at work during any interruption which may be initiated or caused by others, and to encourage employees violating Section 5.2 of this Section to cease such violations.

SECTION 5.5. PENALTY.

The Labor Council agrees that the City has the right to deal with any alleged violation of Section 5.1 by imposing discipline, which may include seeking the employee's discharge, against any employee proven to have participated in such violation. Such discipline may include any, some or all of the employees involved. Any failure to confer a penalty is not a waiver of such right, nor does it set precedent.

SECTION 5.6. JUDICIAL RESTRAINT.

Either party shall have the right to obtain judicial restraint or other such action as may be appropriate in the event of a violation of this Article.

**ARTICLE VI - RESOLUTION OF IMPASSE**

The resolution of any bargaining impasse for this or any successor Agreement shall be in accordance with the provisions of the Illinois Public Labor Relations Act, unless mutually agreed otherwise by the parties to this Agreement.

## ARTICLE VII - EMPLOYEE AND OTHER STATUTORY RIGHTS

### SECTION 7.1. BILL OF RIGHTS.

The City agrees to abide by the Uniform Peace Officers' Disciplinary Act, 50 ILCS 725/1, *et seq.* Should an employee feel that the City has violated the provisions of the "Uniform Peace Officers' Disciplinary Act," he may choose to file a grievance or an action in a court of law, but in no case may he do both. Should an employee disregard the provisions of this subsection by filing both a grievance and court action, concerning a single matter, this subsection shall become null and void and be given no further effect as to that employee for the life of the Agreement. The City further agrees to abide by all applicable legal requirements under the Illinois Public Labor Relations Act concerning the right of employees to refuse to submit to oral or written investigatory interviews without union representation where the employee reasonably fears that the interview might result in discipline, as discussed in such legal cases as *State of Illinois and Morgan*, 1 PERI 2020 (1985).

### SECTION 7.2. PERSONNEL FILES.

Employees shall have reasonable access to their individual personnel files upon prior approval of the Chief of Police, or his designee, and may make a copy of file material. Such access shall be limited to personnel documents which are, have been or are intended to be used in determining that employee's qualification for employment, promotion, transfer, additional compensation, discharge or other disciplinary action, except that such right of access shall not involve access to materials listed in Section 10(a)(g) of Chapter 820, Act 40 of the Illinois Compiled Statutes, 820 ILCS 40/10(a)(g).

### SECTION 7.3. PRESS RELEASES OR PHOTOS.

No press releases or photos of an employee under investigation shall be made

available to the media prior to a conviction for a criminal offense or prior to a decision being rendered with regard to any disciplinary action by a reviewing body, unless otherwise required by law.

SECTION 7.4. FILE PHOTOGRAPHS.

Using City facilities and at no cost to the membership of the unit, the Employer may maintain on file a photograph (shoulders and above) of each employee in uniform to be placed in his or her personnel file for official City use when necessary. No additional consent shall be required to remove this photograph under the Illinois Personnel File Record Review Act. The Employer may require that the photograph be no older than one (1) year.

**ARTICLE VIII - GRIEVANCE PROCEDURE**

SECTION 8.1. DEFINITION.

A "grievance" is defined as a dispute or difference of opinion raised by an employee or the Labor Council against the City involving an alleged violation or misapplication or an express provision of this Agreement.

SECTION 8.2. PROCEDURE.

A grievance filed against the City shall be processed in the following manner:

STEP 1: Any employee who has a grievance shall submit the grievance in writing using the attached form (Appendix B), to the Deputy Chief, or his designee specifically indicating that the matter is "a grievance" under this Agreement. The grievance shall contain a brief statement of the facts. All grievances must be presented no later than five (5) calendar days from the date of the occurrence of the matter giving rise to the grievance or within five (5) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The Deputy Chief, or his designee shall render a written response to the grievance within five (5) calendar days after the grievance is presented.



**STEP 2:** If the grievance is not settled at Step 1 and the employee, or the Labor Council if a Labor Council grievance, wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Police Chief within five (5) calendar days after receipt of the City's answer in Step 1, or within five (5) calendar days of the time when such answer would have been due. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Police Chief or his designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within five (5) calendar days with the grievant and an authorized Labor Council representative, if one is requested by the employee, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Police Chief or his designee shall provide a written answer to the grievant, or to the Labor Council if a Labor Council grievance, within five (5) calendar days following their meeting.

**STEP 3:** If the grievance is not settled at Step 2 and the employee, or the Labor Council if a Labor Council grievance, wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted in writing designated as a "grievance" to the Office of the City Administrator within five (5) calendar days after receipt of the City's answer in Step 2, or within five (5) calendar days of the time when such answer would have been due. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The City Administrator shall investigate the grievance within five (5) calendar days with the grievant and an authorized Labor Council representative, if one is requested by the employee, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the City Administrator or his designee shall provide a written answer to the grievant, or to the Labor Council if a Labor Council grievance, within five (5) calendar days following their meeting. If the Office of the City Administrator is vacant, all grievances at Step 3 will be submitted to the Office of the Mayor.

**SECTION 8.3. ARBITRATION.**

If the grievance is not settled in Step 3 and the Labor Council wishes to appeal the grievance from Step 3 of the grievance procedure, the Labor Council may refer the grievance to arbitration, as described below, within fourteen (14) calendar days of receipt of the City's written answer as provided to the Labor Council at Step 3:

- A. The parties shall attempt to agree upon an arbitrator within five (5) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said five (5) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Each party retains the right to reject one (1) panel in its entirety and request that a new panel be submitted. Both the City and the Labor Council shall have the right to alternately strike names from the panel. The person remaining shall be the arbitrator. The party making the first single strike shall be determined by the flip of a coin.
- B. The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Labor Council and City representatives.
- C. The City and the Labor Council shall have the right to request the arbitrator to require the presence of witnesses or documents. The City and the Labor Council retain the right to employ legal counsel.
- D. The arbitrator shall submit his/her decision in writing thirty (30) calendar days following the close of the hearing or submission of briefs by the parties, whichever is later. This decision shall be final and binding on the City, the grievant, the employees covered by this Agreement and the Labor Council.
- E. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
- F. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the City and the Labor Council; provided,

however, that each party shall be responsible for compensating its own representatives and witnesses.

SECTION 8.4. LIMITATIONS ON AUTHORITY OF THE 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 only concerning the questions of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provision of the Agreement. The arbitrator shall be empowered to advise concerning only the issue raised by the grievance as submitted in writing at Step 1. The arbitrator shall have no authority to render a decision on any issue not so submitted or raised. The Arbitrator shall be without power to render a decision which is in any way contrary to or inconsistent with applicable laws or rules and regulations of administrative bodies other than the City of Oakbrook Terrace that have the force and effect of law. Any decision or award of the arbitrator rendered within the limitation of this Section shall be final and binding upon the Labor Council, the grievant, the employees covered by this Agreement and the City.

SECTION 8.5. TIME LIMIT FOR FILING

No grievance shall be entertained or processed unless it is submitted at Step 1 within five (5) calendar days after the occurrence of the event giving rise to the grievance or within five (5) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. If a grievance is not presented by the employee or the Labor Council within the time limits set forth above, it shall be considered "waived" and may not be further pursued by the employee or the Labor Council. If a grievance is not appealed to the next step within the specific time limit or any agreed extension thereof,

it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Labor Council may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. If mutually agreed upon, a party may waive one or more steps in the grievance procedure. Time limits may be extended upon mutual agreement.

SECTION 8.6. TIME OFF.

The grievant and one Labor Council representative, or a Labor Council representative if a Labor Council grievance, shall be given paid time off to participate in the Step 2 and 3 meeting(s) if the meeting(s) is(are) conducted on working time. No other time spent on grievance matters shall be considered time worked for compensation purposes.

**ARTICLE IX - HOURS OF WORK AND OVERTIME**

SECTION 9.1. APPLICATION OF ARTICLE.

This Article is intended as a basis for calculating overtime payments, and establishing the hours of work per day, per week or per work cycle. Nothing in this Agreement shall be construed as a guarantee of overtime work.

SECTION 9.2. WORK DAY AND WORKWEEK.

The normal work day shall consist of eight and one quarter (8-1/4) consecutive hours for Patrol Officers, of which fifteen (15) minutes shall consist of an unpaid break. For Shift Sergeants, the normal work day shall consist of eight (8) consecutive hours. For Patrol Officers, the normal work week shall consist of five (5) eight and one-quarter (8-1/4) hour consecutive days in the seven (7) day period, Sunday through Saturday.

For Shift Sergeants, the normal work week shall consist of five (5) eight (8) hour consecutive days in the seven (7) day period, Sunday through Saturday. All hours worked in excess of eighty (80) hours in a fourteen (14) day work cycle shall be compensated as provided in Section 9.3 of this Article. Absent emergency, any change(s) departing from the scheduled work hours, shifts or cycle shall be subject to negotiation between the parties, with impasse resolution in accordance with Section 14 of the Illinois Public Labor Relations Act. The City may temporarily implement its proposed change pending the outcome of negotiations and any impasse resolution procedures.

Each employee shall be allowed a thirty (30) minute meal period per tour of duty. This meal period shall be considered out of service time during which the employee will be subject only to emergency calls and reasonable restrictions as permitted under the Fair Labor Standards Act. Patrol Officers will be allowed to take two (2) "coffee" breaks of fifteen (15) minutes duration each, of which one of the breaks shall be considered unpaid time.

Officers on break shall remain available for any and all calls for service and respond accordingly. Failure to obtain meal breaks and/or "coffee" breaks, as a result of work load, shall not incur payment of overtime. If an employee's regular shift schedule is changed with less than twenty-four (24) hours prior notice, the employee shall receive overtime pay for each hour worked on the first day of such shift schedule change.

SECTION 9.3. OVERTIME PAYMENT.

All time worked in excess of eighty (80) hours per fourteen (14) day pay cycle shall be compensated at the rate of one and one half (1 ½) times the employee's actual hourly rate of pay, provided that the accumulation of hours in excess of eighty during

the fourteen (14) day pay cycle was the result of the employee working overtime and not a result of the employee working regular hours with a variation in the rotation schedule. (For example, if an employee works 96 hours during the fourteen (14) day cycle because of the rotation schedule, the sixteen (16) hours shall not be compensated as overtime.) For the purposes of calculation overtime, "hours paid" shall include all compensated hours. Overtime will be paid on the next regular pay period following the period in which it was earned.

#### SECTION 9.4. COMPENSATORY TIME OFF.

Employees may elect to receive compensatory time off in lieu of overtime pay to a maximum annual accumulation of one hundred (100) hours. A maximum of eighty (80) hours of compensatory time may be carried over from year to year. Employees who have accumulated more compensatory hours than may be carried over shall either use such hours or be paid for such hours by December 31 of each calendar year. The use of compensatory time shall be granted at such times and in such time blocks as are mutually agreed upon between the involved employee and the supervisor. Permission to utilize compensatory time off which has been earned shall not unreasonably be denied by the supervisor if operational requirements will not be adversely affected. In addition, permission to use compensatory time off will be denied, if the use of such compensatory time will cause a hireback. In addition, compensatory time off shall not be granted on New Year's Eve (afternoon and midnight shifts), July 4<sup>th</sup> (all shifts) and the Wednesday before Thanksgiving Day (afternoon and midnight shifts) (hereinafter, cumulatively referred to as "black-out dates," and individually referred to as "a black-out date"). Compensatory time off shall be used in a minimum of one (1) hour increments and may be used in conjunction with other paid leaves at the discretion of the

employee's supervisor, provided operational requirements will not be adversely affected.

#### SECTION 9.5. WORK DAYS OFF.

Scheduled work, including training, which occurs on the employee's regularly scheduled day off shall be compensated in accordance with the provisions of Section 9.3 above. However, if an employee requests training which occurs on his regularly scheduled day off, his work schedule may be adjusted to provide other days off during the same work week as determined to be appropriate by the Employer.

#### SECTION 9.6. CALL BACK.

A "call back" is defined as an official assignment of work which does not follow an employee's regularly scheduled working hours. Employees who are on call back to work shall be guaranteed a minimum of four (4) hours pay at straight time rates, or shall be compensated for the actual hours worked, whichever is greater. For overtime calculation purposes, only call back hours actually worked shall be included in the "hours paid" calculation in Section 9.3.

#### SECTION 9.7. DISTRIBUTION OF CALL BACKS AND OVERTIME.

- A. The Chief or his designees(s) shall have the right to require overtime work and employees may not refuse overtime assignments.
- B. In emergency circumstances, or where there exists insufficient time to pre-schedule call backs or overtime work, the Chief or his designee(s), as a general rule, shall first offer the overtime, on a seniority basis, to the bargaining unit members then currently working. Provided, however, if the City is filling a Sergeant's vacancy, the patrol officer designated as the Acting Shift Commander (ASC) for the shift pursuant to Section 19.5 shall be assigned. In the absence of

the ASC, an alternate ASC on the same shift designated by the City shall be assigned. If neither the ASC nor the alternate ASC is available, then the City will offer the overtime work to Sergeants, and if no Sergeant accepts, to the designated ASC's from the other shifts. Absent a volunteer, the City will force back the least senior available ASC to perform the overtime. If no ASC is available, the least senior Sergeant may be forced back to fill the overtime.

When filling a patrol officer vacancy, if no on duty patrol officer voluntarily accepts the assignment, the Chief or his designee shall then utilize the hire-back list to offer the assignment to other Patrol Officers. If no patrol officer volunteers, then the City may order back the least senior officer who is available. No employee shall be required to work more than sixteen (16) hours in a 24 hour period. Further, nothing in this Section shall be construed to require the Chief to call back or hire back a Patrol Officer, Sergeant or other non-bargaining unit sworn personnel to fill an assignment created by the absence of a Sergeant, Patrol Officer or any non-bargaining unit sworn personnel.

C. In non-emergency situations, the Chief or his designee shall post a list of the dates and times of the anticipated overtime, which may differentiate by rank. When offered to bargaining unit members, hire-back or overtime opportunities shall be offered in accordance with the hire-back list, governed by seniority within rank, with the most senior employee having the right of first refusal. In cases where the overtime opportunity leaves a vacancy in the shift command (*i.e.*, neither a Sergeant nor an ASC is present), the overtime opportunity shall first be offered to sergeants in seniority order and then to ASC's in seniority order. If



such an opportunity is not filled on a voluntary basis, then the City will force back the least senior Sergeant to perform overtime work created by a Sergeant vacancy and the least senior available ASC to perform overtime work created by an ASC vacancy.

If no bargaining unit member in the affected rank volunteers, then the Chief or his designee may give the assignment to any sworn department personnel of any rank. Once an employee accepts the hire-back, or other pre-scheduled assignment, or if the employee is forced in for an 8 hour shift, the employee's name shall rotate to the bottom of the "extra work opportunity list" ("EWOL"), and the employee will not be called upon until such time as all bargaining unit employees of the same rank qualified to perform the work in question have received a chance to participate in such extra work. Within thirty (30) days of the execution of this Agreement, the Labor Council will construct the EWOL list and submit it to the Chief of Police for his approval. Said EWOL list shall include each member of the bargaining units' current telephone numbers, and the Labor Council will thereafter promptly notify the City of any changes or additions.

D. If an employee establishes that he has not received his appropriate share of call back/extra work opportunities, such employee will have such opportunities equalized on an annual basis. Volunteers will not necessarily be selected for work in process which is being performed by a specific employee. Also, specific employees may be selected for special assignments based upon specific skills, ability and experience they may possess (such as bilingual capability,

breathalyzer training or special training or skills as a traffic accident reconstruction employee, to name a few).

E. Whether a situation is an "emergency" or "non-emergency" situation shall be determined by the Chief of Police or his designee.

#### SECTION 9.8. COURT TIME.

Employees covered by this Agreement who are required to attend court outside of their regularly scheduled work hours shall be compensated at the appropriate straight-time rate or, pursuant to Section 9.3 above, at the appropriate overtime rate, with a minimum of four (4) hours of straight-time pay for appearing in court. If an employee is required to remain in a "standby" status for court, the employee shall receive two (2) hours of straight-time pay for "standing by" and will be required to call in to the appropriate designated department personnel between 11:30 a.m. and 12:30 p.m. on the day in question as designated appropriate by the employer to determine the status of the court call. Such standby pay shall not be calculated as part of the overtime hours calculation in Section 9.3.

#### SECTION 9.9. NO PYRAMIDING.

Compensation shall not be paid (nor compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

#### SECTION 9.10. WORK PERIOD.

The Union acknowledges that for purposes of Section 7K of the Fair Labor Standards Act, the City has adopted a 28 day work cycle.

#### SECTION 9.11. DUTY TRADES.

Bargaining unit employees may agree to substitute, during scheduled work hours, for another bargaining unit employee, provided that the substitution is voluntarily

undertaken and agreed to solely by the employees, and is approved by the employees' supervisor. Duty trades in excess of two (2) consecutive days must be approved by the Chief of Police or his/her designee. When calculating overtime, the hours worked during the substitute shift are not credited to the substitute employee who performed the work, but are credited to the employee whose shift the substitute covered; and the pay of both the substituting and substituted employee is unaffected. The City is not required to keep a record of the hours of substituted work and is not responsible for the repayment of the substituted work hours. The bargaining unit employee who was originally scheduled to work such shift shall be responsible if the substituting employee fails to appear and work such shift, for any reason.

#### **ARTICLE X - DISCIPLINE**

The Chief of Police shall have authority to directly impose discipline, including suspension and/or termination, for just cause. Probationary employees may be terminated without cause, and such termination shall not be subject to the grievance and arbitration procedures set forth in Article VIII of this Agreement. An employee who believes he has been improperly disciplined shall have recourse to challenge such discipline only through the grievance procedure of this Agreement, beginning at the Step 3 level for suspensions or terminations. The parties recognize that by agreeing to this Article they are waiving rights possessed by each of them, or the persons they represent, and that this Article is negotiated pursuant to the authority of the Illinois Public Labor Relations Act and particularly Section 15, Act takes Precedence, of that Act, The City agrees to provide the Union copies of any discipline involving a suspension of one (1) day or greater and both the City and the Union will comply with

reasonable requests for information. The Constitutional rights of employees to any pre-deprivation hearing shall be respected.

## **ARTICLE XI - LABOR-MANAGEMENT AND SAFETY CONFERENCES**

### **SECTION 11.1. CONFERENCE REQUEST.**

The Labor Council and the City agree that, in the interest of efficient management of the Agreement, it is desirable that meetings be held if mutually agreed between Labor Council representatives and the Chief of Police or his designee, and that such agreement to meet shall not be unreasonably withheld. Such meetings may be requested by either party at least seven (7) calendar days in advance where practical, by placing in writing a request to the other for a "labor-management conference" and providing a specific proposed agenda for such meeting. Any such meeting, if mutually agreed upon, shall be limited to the following areas of discussion:

- A. the implementation and general administration of this Agreement; and/or
- B. a sharing of general information of interest to the parties; and/or
- C. notifying the Labor Council of concerns of the City or Department or notifying the City or Department of concerns of the Labor Council, which may affect employees; and/or
- D. Issues or concerns involving safety.

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 a "labor-management conference," nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be conducted at such meetings.

SECTION 11.2. ATTENDANCE AT MEETINGS.

Attendance at "labor-management conferences" shall be voluntary on the part of the employee, and attendance during such meetings shall not be considered time worked for compensation purposes. Normally, no more than two (2) persons from each side shall attend these meetings. Attendance by bargaining unit members at such meetings shall not interfere with required duty time. An employee may attend during duty time if mutually agreed between the Chief of Police or his designee, and the Labor Council representative.

SECTION 11.3. DISABLING DEFECTS.

No employee shall be required to use any equipment that is deemed by the Department to be defective. When an employee believes an assigned Department vehicle or other equipment has a disabling defect, the employee will notify his supervisor, complete required reports, and follow the supervisor's direction relative to requesting replacement, or continued operation of said vehicle or equipment.

**ARTICLE XII - BOARD OF POLICE COMMISSIONERS**

The parties recognize that the Board of Police Commissioners of the City of Oakbrook Terrace (BOPC) has certain statutory authority over employees covered by this Agreement. Nothing in this Agreement is intended to in any way limit, replace, supersede, reduce or diminish that authority except as to discipline and probationary periods. In the area of discipline and probationary periods, however, it is the intent of the parties that this contract shall totally and completely replace and supersede the statutory authority of the BOPC over any and all disciplinary matters and probationary periods affecting employees covered by this Agreement.

## ARTICLE XIII - SENIORITY

### SECTION 13.1. DEFINITION OF SENIORITY.

"Seniority" shall be defined as an employee's length of continuous full-time service in rank with the City since his last date of hire, excluding any unpaid break in service as defined in Section 13.4 of this Article, or temporary service.

### SECTION 13.2. CONFLICT DUE TO DATE OF HIRE.

Should more than one employee have the same date of hire, seniority of the employees involved shall be resolved based on the order of their names on the eligibility list from which they were hired, with the employee whose name is higher on the list being the more senior.

### SECTION 13.3. SENIORITY LIST.

On or before December 31 of each year, the City will provide the Labor Council, at the address designated by it, with a seniority list setting forth the order of seniority of each member of the bargaining unit. The City shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the City, in writing, within fourteen (14) days after the receipt of the list by the Labor Council.

### SECTION 13.4. NON-ACCRUAL OF SENIORITY.

No employee shall accrue seniority during any period of time while on an authorized unpaid leave of absence, or an unpaid disciplinary suspension in excess of thirty (30) days.

### SECTION 13.5. TERMINATION OF SENIORITY.

An employee's seniority shall be terminated for all purposes if the employee:

- A. quits;
- B. is discharged;
- C. retires or is retired;

- D. is absent for two (2) consecutive work days without notice;
- E. falsifies the reason for a leave of absence;
- F. fails to return to work at the conclusion of an authorized leave of absence or vacation;
- G. after being laid off, fails to report as required after having been recalled; or
- H. has been laid off for a period of two (2) years.

#### SECTION 13.6. PROBATIONARY PERIOD.

All newly-hired bargaining unit employees shall be considered probationary employees until they successfully complete a probationary period of twelve (12) months from date of hire. Except for vacation scheduling purposes, there shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority, which shall be retroactive to his last date of hire with the City in a position covered by this Agreement. The City may, in its discretion, pay an entry-level officer with prior experience at a rate deemed appropriate by the City above the starting rate for a police officer.

#### SECTION 13.7. VACATION SCHEDULING.

Patrol Officers shall select the periods of their annual vacation on the basis of seniority, with no more than one (1) Patrol officer per shift on vacation on any given day. Sergeants assigned to the patrol division shall select their vacations on the basis of seniority within rank, provided that no more than one (1) sergeant per shift will be allowed on vacation on any given day. Vacation selection will begin on November 15 of each year for vacations to be taken in the subsequent calendar year. During the first round of selections, employees must select a minimum of one week and a maximum of three (3) weeks, unless pre-approved in advance in writing by the Chief. Thereafter, vacations may be granted on a first-requested, first-received basis, with vacation days taken in time blocks of no less than one full day. Vacation schedules may thereafter be

adjusted by the Chief or his designee because of emergency situations or other exigent circumstances.

SECTION 13.8. SHIFT BIDDING.

In October of each year, bargaining unit employees shall select their preferred shift assignments for an effective date in January of the next calendar year. Shifts shall be selected by seniority, with the most senior patrol officer in the bargaining unit having first choice and then descending through the seniority list. Once chosen, the selected shifts remain in effect for the entire calendar year, until the next selection process or as may be adjusted on an individual basis by mutual agreement of the affected parties. If the staffing level of a shift drops by more than one (1) patrol officer as a result of exigent circumstances, and such reduction will be for an extended period of time, the Chief shall open such positions for bid, with seniority prevailing. Only if no volunteer bids for the opening, the Chief may assign a patrol officer. However, any such adjustment shall be by reverse seniority within the Department (*i.e.*, junior officer's bid adjusted.)

Sergeants assigned to the patrol division shall select their shifts separately from the patrol officers, on the basis of seniority within rank at the same time and in the same manner as patrol officers.

**ARTICLE XIV - LAYOFF AND RECALL**

SECTION 14.1. LAYOFF OF EMPLOYEES.

The City, in its discretion, shall determine whether layoffs are necessary. Probationary employees covered by this Agreement shall be laid off first. Such layoff shall be based on the relative skill and ability exhibited by each employee since his date of hire, with the least skilled and able probationary employee being laid off first,



provided the remaining employees can perform the required work without additional training. The same process will be followed for remaining probationary employees, if necessary. Regular employees covered by this Agreement shall be laid off next and such layoff shall be based upon seniority, the individual employee with the least seniority being laid off first.

SECTION 14.2. RECALL OF LAID OFF EMPLOYEES.

The names of any employees who are laid off shall be placed on a reinstatement list, and shall be recalled in the inverse order of their layoff. An employee's right to reinstatement shall cease after two (2) years of continuous layoff. Recalled employees shall be allowed to return to the City, at their former status, provided they meet City medical, physical fitness and mental standards uniformly applied to all those in the bargaining unit, and are fully qualified to perform the work to which they are recalled without further training.

An employee who is eligible for reinstatement shall be given, at a minimum, ten (10) calendar days' notice of recall. A notice of reinstatement shall be sent to the employee by certified mail, return receipt requested. A copy of such notice shall be forwarded 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) calendar days after delivery of the notice of reinstatement. If an employee has been laid off for ninety (90) or more calendar days, he shall be required to report for medical, physical fitness and mental examinations as scheduled by the City. Should an employee fail to pass one or more of the examinations, he will be passed over and the next eligible person will be sent a notice of reinstatement. The name of any employee whose name has been passed over shall remain on the reinstatement list until such time as he is allowed to return to work,

or his name is stricken from the list due to expiration of the time limit, whichever is first. The name of any employee who refuses to return to work after receiving a notice of reinstatement shall be stricken from the reinstatement list.

The City shall be deemed to have fulfilled its obligation under this Section by mailing the notice of reinstatement by certified mail, return receipt requested, to the mailing address last provided by the employee. It shall be the obligation and responsibility of the employee to provide the Chief of Police, or his designee, with his latest mailing address at the time he is laid off and within three (3) calendar days after a change in mailing address. If an employee fails to respond to a notice of reinstatement, or such notice is returned as undeliverable by the United States Postal Service, the name of the employee shall be stricken from the reinstatement list.

#### **ARTICLE XV - FOP REPRESENTATIVES CONVENTION LEAVE**

Up to two (2) employees chosen as delegates to an FOP state or national conference or convention may submit to the Chief of Police a written request for use of the employee's accrued paid leave time, up to a maximum of three (3) working days, with at least thirty (30) days' prior notice. The employee(s) requesting such paid time shall be given such leave for the period of time required to attend such conference or convention, not to exceed three (3) days, so long as the employee's absence will not occasion overtime payment or cause undue articulable hardship to the City. An employee may request to extend such leave time, but such extension shall be granted in the sole discretion of the Chief of Police.

## **ARTICLE XVI - BULLETIN BOARDS**

The City shall provide the Labor Council with a bulletin board, upon which the Labor Council may post its notices, which shall not be political or inflammatory in nature. The posting of materials shall be limited to this bulletin board unless otherwise permitted in writing by the Chief of Police.

## **ARTICLE XVII - SICK LEAVE**

### SECTION 17.1. PURPOSE.

Sick leave shall be used to provide an employee protection against a full day's loss of pay due to a non-occupational illness or injury of the employee or an illness in the employee's immediate family or member of the employee's household which requires the employee's presence, or, for an employee's medical or dental appointment. Sick leave may not be converted into any other form of compensation, except as specifically provided in this Article.

### SECTION 17.2. SICK LEAVE ACCRUAL.

An employee shall be granted one (1) day of sick leave for each full calendar month of employment that an employee is on the active payroll, provided that the number of sick leave days accumulated shall not exceed one hundred eighty (180) at any one time.

### SECTION 17.3. USE OF SICK LEAVE.

Sick leave shall be allowed only when the employee is actually sick or disabled, there is an illness in the employee's immediate family [*i.e.*, spouse, children (step, natural or adopted), parents, brother, sister, grandparents, parents of spouse, grandchild, or any relative living in the employee's household] which requires the

employee's presence, or with the prior approval of the Police Chief or his designee, for a medical or dental appointment. A maximum of five (5) sick days per calendar year may be used for an illness in the employee's immediate family. Sick leave shall be deducted in half-day increments, if the employee reports to work and fails to complete his or her day of service.

If an employee works a minimum of five (5) hours, and then receives authorization to leave work on sick leave, the employee's accumulated sick leave shall not be debited or reduced for that day. In cases where an employee cannot report for duty due to illness, the shift supervisor or department head should be notified as soon as practicable after the employee first learns of the illness, but no later than sixty (60) minutes before the start of his or her shift. The employee must inform his or her supervisor on a daily basis in accordance with the preceding sentence of his or her status and utilization of sick leave, provided that the employee may agree to a periodic reporting plan in the event of an extended illness. The failure to provide notification in accord with this section will result in the employee being off without pay and absent without leave, unless the onset of the illness occurred during the scheduled shift.

To the extent permitted by law, employees are expected to remain at home unless hospitalized, visiting a doctor, or acting pursuant to a physician's reasonable instructions for care. A doctor's statement or other documentation shall be provided for any use of sick leave of three (3) or more consecutive days, unless specifically excused by the Police Chief. If the employee does not supply such statement/documentation or if the statement/documentation is not deemed satisfactory, the request for sick leave shall be denied and the time off shall be without pay. The City may require an

employee utilizing sick leave to submit to a medical examination by a physician selected by the City. Sick leave may not be used for absence due to a work-related injury for which compensation is provided under the Illinois Worker's Compensation Act without prior written approval of the City.

SECTION 17.4. ABUSE OF SICK LEAVE.

The City retains the right to investigate and take corrective steps for improper use of sick leave. Such investigative and corrective steps may include, but are not limited to, a medical examination by a physician selected by the City, a requirement for medical documentation from the employee's physician and informal or formal disciplinary action where improper use is shown. The Labor Council agrees to use its best efforts as may be requested by the City to assist the City where use of sick leave may be in question.

SECTION 17.5. SICK LEAVE INCENTIVE BONUS PAYMENT PLAN.

During the term of this Agreement, all employees covered by this Agreement are eligible to participate in the annual sick leave incentive bonus payment plan set forth below:

- A. If an employee does not use any sick leave during the year, the employee shall receive a one-time bonus payment for that year of \$250.00.
- B. If an employee uses only one (1) day's sick leave during the year, the employee shall receive a one-time bonus payment for that year of \$ 150.00.

SECTION 17.6. SICK LEAVE BUY-BACK.

For any employee who has unused sick leave at the time of their retirement, with at least twenty (20) years of service to the City, the City shall reimburse such employee, at 20% of his/her rate of pay in effect on the date of such retirement, for any such

unused sick leave, but not to exceed one hundred eighty (180) days of sick leave, the maximum set forth in Section 17.2 hereinabove (for example, 180 days x 20% equals 36 days paid in full).

## **ARTICLE XVIII - ADDITIONAL LEAVES OF ABSENCE**

### **SECTION 18.1. DISCRETIONARY LEAVES.**

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

### **SECTION 18.2. APPLICATION FOR LEAVE.**

Any request for a 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 reason 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 18.3. JURY LEAVE.**

When an employee is required to appear in court in response to a jury duty notice, the City shall grant the employee time off with pay on the day(s) the employee was otherwise scheduled to work for such time as is required for jury duty. An employee's duty shift shall be adjusted to coincide with the jury duty hours (*i.e.*, day shift). The employee shall not be required to turn over jury duty payments for travel, meals or fees. The City shall not be obligated to reimburse the employee for any fees or expenses incurred by the employee as a result of jury duty.

SECTION 18.4. MILITARY LEAVE.

Employees shall be granted military leave in accordance with the requirements of state and federal law as they may from time to time be amended.

SECTION 18.5. FUNERAL LEAVE.

The City agrees to provide to employees up to four (4) days' leave, without loss of pay, as a result of death in the immediate family. This may be extended, by use of other time off options, with the approval of the Chief. Proof of the death and relationship may be required for legitimate reason. "Immediate family" shall be defined as the employee's legal spouse, children (step or adopted), parents, brother, sister, grandparents, parents of spouse, grandchild, or any relative living in the employee's household. An employee shall be permitted one day off to attend the funeral services of an aunt and/or uncle, with up to an additional three days (to be taken from the Employee's comp time or vacation time) with the permission of the Chief if the Chief deems that extenuating circumstances exist.

SECTION 18.6. LEAVE FOR ILLNESS, INJURY OR DISABILITY.

A. In the event an employee is unable to work by reason of illness, injury or disability and is not qualified for family and medical leave or whose family and medical leave is exhausted, the City may grant a leave of absence without pay during which time seniority shall not accrue to the extent permitted by law. For a work related injury or illness compensable under workers' compensation or a family and medical leave, an employee shall accrue seniority to the extent provided by law.

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 a physician's written statement showing the nature of the

illness or injury or the state of the 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 current medical report(s) as reasonably requested by the City. Employees on injury leave may, at the City's sole discretion, be returned to light duty if:

1. they are able to perform the work in question;
2. they are medically released by their attending physician to perform such work; and
3. the City has such work available and desires to have the employee perform light duty assignment.

SECTION 18.7. BENEFITS WHILE ON LEAVE.

A. If a leave interrupts the accrual of seniority, seniority shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a pay status. Upon the employee's return, the City will place the employee in his or her previous job, if the leave of absence is not in excess of one year. If the leave is in excess of one year and the job is vacant, the employee will be placed in his or her previous job. If the job is not vacant, the employee will be placed in the first available opening in his or her classification.

B. If, upon 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 his seniority except for his leave, he shall go directly on layoff.

C. During any 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 makes arrangements to pay the entire insurance premium (except for an employee on family and medical leave). Employees on family and medical leave shall pay the same premium for group and life insurance as an active employee.

SECTION 18.8. NON-EMPLOYMENT ELSEWHERE.

A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment without prior written approval of the City. Employees who engage in employment elsewhere during such leave, without specific prior permission of the City, may immediately be discharged by the Chief.

**ARTICLE XIX - COMPENSATION**

SECTION 19.1. WAGES.

Wages for employees covered by this Agreement on its effective date shall be paid pursuant to the applicable salary schedule attached to this Agreement. Employees in the rank of Patrol Officer to be paid pursuant to Appendix C and Sergeants to be paid pursuant to Appendix D. Employees shall progress through their pay steps on an annual basis, based on their anniversary date, so long as they have received a favorable evaluation from the department. Upon promotion to Sergeant, the City will move the employee to the starting Sergeant's pay.

SECTION 19.2. DETECTIVE PAY.

The Chief at his discretion may assign employees to serve as detectives. Patrol Officers and Sergeants, while assigned as detectives on a full-time basis shall receive, pro-rated each pay period, an additional wage payment of \$1,200 per year. (This amount shall be included when the City is calculating the applicable overtime pay rate for work performed while a patrol officer is assigned as a detective.)

SECTION 19.3. ACTING SHIFT COMMANDER PAY.

The Chief may designate up to three (3) patrol officers to serve as acting shift commanders (ASCs). As long as these officers remain acting shift commanders, they shall receive quarterly stipends of \$350.00. Other acting shift commanders for any day worked a minimum of four (4) hours during that shift as an acting shift commander shall, in addition to his regular rate of pay, be paid an additional amount of \$2.50 per hour for each hour of the entire shift spent as an acting shift commander. The acting shift commander will be assigned in writing by the Chief or his designee, and the Chief may move an acting shift commander from one shift to another as he deems necessary or appropriate.

SECTION 19.4. RANGE PAY.

Employees required to attend the firing range on off-duty time shall be paid overtime for actual time spent at the firing range which causes their work week to exceed forty (40) hours.

SECTION 19.5. SHORT-TERM DISABILITY BENEFITS.

The City will make short-term disability benefits available to Union members on the same terms as it is offered to other City employees.

SECTION 19.6. F.T.O. PAY.

Any officer who acts as a Field Training Officer for new recruits shall receive one (1) hour of overtime pay for every eight (8) hours of time spent training a new recruit.

## **ARTICLE XX - TUITION REIMBURSEMENT**

### **SECTIONAL 20.1. COURSE ELIGIBILITY.**

Non-probationary employees covered by this agreement will be eligible for financial assistance, in whole or in part, in continuing education when all of the following requirements are met:

- A. the course or program must be related to the employee's current position and the employee must show initiative in the ability to handle the course of study;
- B. The employee is enrolled in courses from a fully accredited Illinois private or public university, college or junior college, however, it is recognized that programs from Lewis University will generally be the only ones offered by private institutions which will be accepted to the City. In any case, the Chief of Police must approve all courses in advance of registration.

Class attendance and completion of study assignments are to be accomplished outside of the employee's regular working hours and are not to be considered hours worked for compensation purposes. It is expected that educational activities will not interfere with the employee's job performance. If an employee resigns prior to completing a course, the employee shall forfeit any rights to reimbursement for courses completed after termination. All requests for tuition reimbursement must be submitted in writing to the Chief and approved prior to the time the course is taken.

### **SECTION 20.2. REIMBURSEMENT.**

The amount of reimbursement is based on the following schedule: (1) a course grade of A may receive 100% of reimbursement; (2) a course grade of B may receive 75% reimbursement; (3) a course grade of C may receive 50% reimbursement; and (4) any grade below C is not entitled to any reimbursement. Course work designated as

pass/fail is reimbursed at 75% for a passing grade. Instead of tuition reimbursement, at the employee's option, the same percentage reimbursements may be given for the combined costs of books and course fees.

Requests for tuition reimbursement shall not include the cost of supplies or any other required fees. Upon completion of the course, the employee must submit a certified transcript of grades and a receipt for the cost of tuition paid by the individual employee to the Chief of Police.

No employee covered by this Agreement will be allowed to enroll or shall be reimbursed for more than three (3) classes in a calendar year and no more than two (2) in any one semester.

#### SECTION 20.3. REPAYMENT TO THE CITY.

In the event an employee resigns from the City, or he or she voluntarily terminated his or her employment with the City during the first twenty-four (24) months after receiving the reimbursement, the employee shall fully repay the City for the tuition reimbursed hereunder.

In the event an employee shall owe funds for repayment of tuition to the City in accordance with the provisions of this Agreement, the City may first deduct from any funds owed the employee at the time of notice of the employee's termination or resignation, in salary or other benefits due, an amount up to the sum owed to the City. If, after use of these funds, money is still due from the employee to the City, or if the obligation occurs as a result of a later event, the employee shall pay such funds in twelve (12) equal monthly installments if the debt is \$6,000 or less, of twenty-four (24) installments if greater than \$6,000. In the event the employee should fail to pay such funds when due, the employee shall pay to the City interest at a rate of eight percent

(8%) per annum on the unpaid balance until such amount is paid in full. In the event that the City should be required to make a claim or demand against the employee or to file suit to collect such unpaid amounts, the employee, as a condition of this Agreement, agrees to pay the full costs of the City including, but not limited to court costs, witness fees and attorney's fees expended by the City in collection of the unpaid sums.

#### **ARTICLE XX(A) – TRAINING AND UNIFORM REIMBURSEMENT**

The City and the members agree that the Training and Uniform Cost Reimbursement Agreement attached hereto as Appendix F (TUCRA) shall be made a part hereof for all purposes once the employee signing the TUCRA becomes a member of the unit.

#### **ARTICLE XXI - HOLIDAYS AND PERSONAL DAYS**

##### **SECTION 21.1. HOLIDAYS.**

This Section shall apply to patrol officers and to sergeants.

Employees and sergeants are entitled to receive a check in the equivalent of ten (10) days of pay for holidays. In lieu of receiving such holiday pay, an employee may, at his option, elect to receive compensatory time, provided that the employee notifies the City of the employee's election no later than April 15<sup>th</sup> of each year. An officer or sergeant may take either: 1) 80 hours of holiday pay; 2) 80 hours of compensatory time; or 3) 40 hours of holiday pay and 40 hours of compensatory time.

If an employee fails to make an election prior to April 15<sup>th</sup> of any given year, such failure will waive the employee's option to receive compensatory time instead of holiday pay that year and such employee shall receive holiday pay in accordance with the paragraph above, a check in the equivalent of 10 days of pay for the holidays. An

employee's election to receive compensatory time instead of holiday pay shall waive the employee's right to pay for that fiscal year.

If an employee receives compensation for holidays (either cash or compensatory time), and subsequently leaves the City before the end of the fiscal year, such employee will pay back to the City a dollar amount equal to a pro-rata amount of such compensation for holidays not earned during the year. [For example only, an employee quits at the end of May. Because May is the first month of the fiscal year, the employee would have only earned 6.7 hours of cash or compensatory time (80 hours divided by 12 months) in the one-month period even though he would have received 80 hours of cash or compensatory time or a portion of each, so an employee would have to reimburse the City an amount equal to the unearned cash or compensatory time received. This would total 73.3 hours (80 hours received less 6.7 hours earned) times the employee's hourly rate of pay.]

Any compensatory time that an employee elects to take pursuant to this paragraph shall be counted towards the maximum annual accumulation of 100 hours permitted under Section 9.4 and is subject to the provisions contained therein.

Commencing in calendar year 2014, a patrol officer or sergeant who is scheduled to and actually works eight (8) hours on Christmas Day shall be paid time and a half for such hours of work. In order to be eligible for such pay, the employee must work his full scheduled work day before and after Christmas Day.

Commencing in calendar year 2015, a patrol officer or sergeant who is scheduled to and actually works eight (8) hours on Thanksgiving Day shall be paid time and a half

for such hours of work. In order to be eligible for such pay, the employee must work his full scheduled work day before and after Thanksgiving Day.

If a Sergeant works on one of the holidays listed below, then the Sergeant will be paid at the rate of time and one half for all hours worked and will also receive the holiday pay:

|                               |                           |
|-------------------------------|---------------------------|
| New Year's Day                | January 1                 |
| President's Day               | 3rd Monday in February    |
| Memorial Day                  | Last Monday in May        |
| Independence Day              | July 4th                  |
| Labor Day                     | 1st Monday in September   |
| Thanksgiving Day              | 4th Thursday in November  |
| The Friday after Thanksgiving |                           |
| Christmas Eve                 | December 24th             |
| Christmas Day                 | December 25 <sup>th</sup> |

#### SECTION 21.2. PERSONAL DAYS.

Employees shall be entitled to receive, in addition to any other paid days off as specified in this Agreement, three (3) personal days, which will accrue on January 1<sup>st</sup> each calendar year. The employee must formally request the time off and must receive approval of his immediate supervisor. A request to use personal time off shall be approved, unless (1) another officer or sergeant on the same shift has been granted time off for any reason, **AND** (2) granting the request to use personal time would cause a hireback; except that permission to use personal time shall not be granted on the "black-out dates" of New Year's Eve (afternoon and midnight shifts), July 4<sup>th</sup> (all shifts) and the Wednesday before Thanksgiving Day (afternoon and midnight shifts).

Notwithstanding the above, each bargaining unit member shall be entitled to designate one of the three (3) personal days as a "demand day," and any request to utilize a demand day shall not be denied, provided that no more than one demand day may be granted per shift; and further provided that a demand day may not be utilized on

either of the "black-out dates" of New Year's Eve or the Wednesday before Thanksgiving. The Union and the City understand that due to the nature of the police service, a request to use a demand day may also be denied in the event of an emergency.

## **ARTICLE XXII - UNIFORMS**

The City shall create a reimbursement account for each bargaining unit member in the amount of \$750.00 per annum at Ray O'Herron. Such account shall be used to pay for uniforms, equipment and duty weapons required by the City, but shall exclude ammunition. Notwithstanding the above, the City shall provide all uniforms and equipment required by the City at no cost to a newly-hired employee, on a one-time basis. An employee shall carry a department-approved duty weapon, but the employee shall bear the cost of such weapon. Any change or addition to the required uniform as now worn by the Police Department shall be paid for solely by the City. In addition, the City agrees to provide factory ammunition for employees using approved duty weapons. Employees who are assigned full-time as a Detective for at least three (3) consecutive months shall receive a uniform allowance of \$225.00 every three (3) months they remain active in such assignment. The City will replace body armor in accordance with the manufacturer's specifications as to such replacement.

## **ARTICLE XXIII – VACATIONS**

### SECTION 23.1. VACATION TIME EARNED.

All employees within the bargaining unit shall be entitled to vacation time with pay under the following schedule. Vacation time is accrued during the calendar year



and is not considered earned until the anniversary of the employment service date following completion of the continuous employment stated below:

| Year of Employment | Weeks of Vacation |
|--------------------|-------------------|
| One year           | Two weeks         |
| Five Years         | Three weeks       |
| Ten Years          | Four weeks        |
| Twenty Years       | Five weeks        |

Employees who had earned more vacation time under the City's prior vacation policy in effect on February 22, 1993 than is called for in the above-stated vacation schedule shall continue to accrue annually the same number of vacation days under this Agreement as that previously accrued, but no more than previously accrued.

SECTION 23.2. VACATION USE.

Vacations may be scheduled at any time during the year. However, the City retains the discretion to insure that adequate coverage is available at all times to service the needs of the City. Therefore, all vacations must be approved by the Chief of Police. Vacation periods may be split, or taken one day at a time if approved by the Chief.

Vacations cannot be accumulated and carried forward from one year to the next. All vacation time must be taken during the calendar year in which it is accrued. Employees may carry over accrued, unused vacation time into the next calendar year, except that permission of the Chief of Police or his/her designee shall be required for carryovers in excess of five (5) days. All carryover vacation time must be utilized before June 30<sup>th</sup> of the carryover year, or else it will be forfeited. However, an employee entitled to two weeks of vacation must take at least one (1) of these weeks as a full-week block, *i.e.*, five consecutive work days. An employee entitled to three or four weeks of vacation must take at least two (2) of these weeks as full-week blocks,

although it is not necessary that vacations be taken in consecutive week blocks. Upon termination, an employee will be paid for any earned but unused vacation time. Time not worked because of an unpaid leave of absence, or for any period of absence directed by the City, shall not be counted as time worked when determining vacation eligibility. An employee who earns three (3) or more weeks of vacation per year may, at their option, and upon at least seven (7) days advance written notice to the City, elect to receive one week of vacation pay at straight time, in lieu of receiving one week of vacation time off per calendar year. In addition, the City may, in unusual or extraordinary circumstances, offer to buy back vacation from any or all employees.

Notwithstanding the above, permission to use a "single vacation day" (*i.e.*, a vacation day that was not scheduled during the annual vacation selection process) may not be granted for any of the three (3) "black-out dates" (as described in Section 9.4 of this Agreement).

## **ARTICLE XXIV - MISCELLANEOUS ECONOMIC PROVISIONS**

### **SECTION 24.1. REPLACEMENT OF PERSONAL ITEMS.**

The City agrees to repair, or replace as necessary, an employee's eyeglasses at their replacement cost, contact lenses at actual cost not to exceed \$250 or wristwatch up to a maximum total amount of \$75.00 per year, if any or all of these are damages during the performance of the employee's duties, so long as the employee's negligence or improper performance of duties was not a cause of the damage. The City may require that any damage be documented with the employee's immediate supervisor.

SECTION 24.2. INOCULATIONS.

The City agrees to pay all reasonable expenses for inoculation or immunization shots as follows: (1) for the employee when such becomes necessary as a result of the employee's exposure to contagious diseases in the line of duty and such inoculation and immunization is not provided by health insurance coverage; and (2) for members of the employee's immediate family living in the employee's household under the same conditions as stated in (1) and where the City's medical advisor recommends inoculation or immunization shots for employee's immediate family and where such inoculation or immunization is not provided by existing health insurance coverage.

**ARTICLE XXV - INSURANCE**

SECTION 25.1. HEALTH AND HOSPITALIZATION COVERAGE.

Until April 1, 2015, the City shall make available to non-retired employees group health and hospitalization and dental insurance in accordance with medical insurance benefit levels described in Appendix E, and the dental benefits in effect upon execution of this Agreement. The City reserves the right to change insurance carriers, to self-insure or adopt some other preferred provider organization or health maintenance organization program for providing health and/or dental insurance benefits to employees covered by this Agreement so long as the overall level of benefits provided to employees is substantially similar to those listed in Appendix E. Should the City decide to change providers (preferred provider or health maintenance organization) or insurance carriers or self-insure, it will offer to discuss, but not negotiate, such matter with the Union.

Effective April 1, 2015, the only group health and hospitalization plan that will be available to any bargaining unit member shall be a high deductible plan ("HDP") that qualifies for a Health Savings Account ("HSA"). Commencing April 1, 2015, the City shall contribute to each employee's HSA account an amount equal to the full amount of the deductible, less \$250 for employees electing single coverage or \$750 for employees electing one of the other available coverages. Fifty percent (50%) of the City's contribution will be deposited into the HDP/HSA accounts of all participating bargaining unit employees every April 1<sup>st</sup> and October 1<sup>st</sup> of each year of this Agreement, commencing April 1, 2015.

**SECTION 25.2. COST.**

During the term of this Agreement, employees shall contribute, on a monthly basis, the percentage amounts reflected below towards the applicable monthly premium for the medical and dental coverage they elect, or for which they may be eligible, in accordance with the chart specified below. Such premium contributions shall be deducted from employee bi-weekly earnings.

| <b>HMO + Dental</b>  |   |
|----------------------|---|
|                      | Effective May 1, 2011*                                |
| Single Coverage Only | 0%  |
| Employee + spouse    | 0% (of employee portion) + 10% (of dependent portion) |
| Employee + child     | 0% (of employee portion) + 10% (of dependent portion) |
| Family               | 0% (of employee portion) + 10% (of dependent portion) |

\* Note: Effective April 1, 2015, this coverage shall not be an available option for bargaining unit members.

| <b>PPO + Dental</b>  |   |
|----------------------|---|
|                      | Effective May 1, 2011**                                   |
| Single Coverage Only | 10%   |
| Employee + spouse    | 10% (of employee portion) +<br>15% (of dependent portion) |
| Employee + child     | 10% (of employee portion) +<br>15% (of dependent portion) |
| Family               | 10% (of employee portion) +<br>15% (of dependent portion) |

\*\* Note: Effective April 1, 2015, this coverage shall not be an available option for bargaining unit members.

| <b>HDP/HSA + Dental</b> |   |
|-------------------------|---|
|                         | Effective April 1, 2015                                   |
| Single Coverage Only    | 10%   |
| Employee + spouse       | 10% (of employee portion) +<br>15% (of dependent portion) |
| Employee + child        | 10% (of employee portion) +<br>15% (of dependent portion) |
| Family                  | 10% (of employee portion) +<br>15% (of dependent portion) |

The employee premium payments specified above are in addition to employee deductibles or other out-of-pocket costs, as specified under the applicable policy or plan elected by the employee.

**SECTION 25.3. LIFE INSURANCE.**

The City shall provide term life insurance coverage for each employee covered by this Agreement payable in the amount of the employee's salary upon the employee's death.

SECTION 25.4. COST CONTAINMENT.

The City reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially similar. 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. The Union understands that, from time to time, the City may establish an Insurance Committee to address the long-term needs of both the employees and the City with respect to insurance benefits and spiraling insurance costs. The Union will designate a Union representative to serve on the Insurance Committee to work with the Committee in resolving insurance issues.

SECTION 25.5. TERMS OF POLICIES TO GOVERN.

The extent of coverage under the insurance policies referred to in Section 25.1 shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement.

SECTION 25.6. RIGHT TO MAINTAIN COVERAGE WHILE ON UNPAID LEAVE OR ON LAYOFF.

An employee who is on an approved unpaid leave of absence or who is on layoff with recall rights shall have the right to maintain insurance coverage by paying in advance the full applicable monthly COBRA premium for employee coverage and, if desired, for dependent coverage.

SECTION 25.7. SECTION 125 PLAN.

The City will maintain an IRS Section 125 Plan whereby employees will be able to pay for their share of health and hospitalization insurance premiums with pre-tax earnings. This plan will remain in effect so long as it continues to be permitted by the Internal Revenue Code.

**ARTICLE XXVI - DRUG AND ALCOHOL TESTING**

SECTION 26.1. STATEMENT OF POLICY.

The City is a drug-free workplace under the laws of the United States of America and the State of Illinois. Substantial grant funds are conditioned upon the City's continued status as a drug-free workplace. As a result, the City has developed programs for abuse and other problems related to drugs and alcohol. Member acknowledge and understand violations of the policy governing drugs and alcohol in the workplace will result in discipline – up to and including termination – based upon the number of violations of this policy and the extent of the addiction, abuse or other problems related to drugs or alcohol. Each member shall acknowledge in writing the receipt of this drug-free workplace policy and program when he or she receives the same.

In order to help protect the public by insuring that employees have the physical and emotional stability to perform their assigned duties, the Chief of Police or his designee may require employees to submit to a urinalysis test and/or other appropriate drug or substance abuse testing. Probationary employees may be tested on a random basis up to two (2) times during their probationary period. A regular employee may be

tested upon reasonable suspicion that the employee is using alcohol during or just before work or using a proscribed drug or abusing prescription drugs.

SECTION 26.2. DRUG AND ALCOHOL TESTING PERMITTED.

Where the Chief of Police, or his designee, has reasonable suspicion to believe that an employee is under the influence of alcohol or prescription drugs while on duty, or proscribed drugs while on or off duty, the Chief of Police or his designee shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. There shall be no random testing of an individual, except as provided for in Section 26.1 of this Agreement.

SECTION 26.3. ORDER TO SUBMIT TO TESTING.

The Chief of Police, or his designee, shall document such reasonable suspicion which is cause for alcohol or drug testing and provide the employee with a brief written explanation of such reasonable suspicion at the time such testing is ordered. At the request of the employee, a copy of the documentation shall also be provided to a named Labor Council representative. An employee who refuses to submit to an ordered test may be subject to discipline, including discharge.

SECTION 26.4. TAKING AND PROCESSING THE SAMPLE.

The City shall use only licensed clinical laboratories for testing samples obtained from an employee to determine whether alcohol or drugs have been used. The City may also utilize breath analysis to determine whether alcohol or drugs have been used. The City may also utilize breath analysis to determine whether alcohol has been used, so long as such test is confirmed by a subsequent blood test. Usual and accepted practices for the collection and preservation of biological evidence samples shall be followed, with chain of custody procedures respected. A sufficient sample of the same



bodily fluid or material shall be taken from the employee to provide for an initial screening test and a confirmatory test (except where a breath analysis is involved). A similar amount of the sample shall be set aside and preserved for later testing if requested by the employee. The reserved sample shall be destroyed upon notification by the laboratory that the test results were negative. If a test result is positive, the reserved sample shall be held pending the conclusion of disciplinary action and/or agreement by the employee to enter into a treatment program. The methods employed in the collection of samples for testing shall be reasonable and provide for security of the sample and its protection from adulteration. Reasonable attention shall be given to an employee's need for privacy during the collection of urine samples. However, an employee may nonetheless be witnessed by a person of the same sex, in an appropriate setting, to ensure that the employee does not attempt to compromise the accuracy of the test sample.

SECTION 26.5. TESTING AND TEST RESULTS.

No test result shall be considered to be positive for the presence of alcohol or drugs unless the sample has been subjected to analysis, which provides quantitative data concerning the detected alcohol or drug through a scientifically accurate and accepted method. A blood alcohol concentration of .04 or more based on the grams of alcohol per one hundred milliliters of blood shall be considered to be a positive test result; nothing shall prohibit the City from attempting to show that something less than .04 blood alcohol concentration should warrant disciplinary action. An employee who has submitted to testing shall be provided with a copy of all pertinent information and reports received by the City in connection with the testing and its results. An employee who has submitted to testing shall have the opportunity to have the preserved sample,

mentioned in subsection 26.4 above, tested by a reputable laboratory of his own choosing and at his own expense.

SECTION 26.6. DISCIPLINARY HEARINGS.

During a disciplinary hearing arising under this Agreement, an employee shall have the right to raise the contention that his rights were violated concerning any testing permitted by this Agreement; specifically, the basis of the notice to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, and the consequences of the testing or results.

SECTION 26.7. VOLUNTARY REQUESTS FOR ASSISTANCE.

The Chief of Police shall take no adverse employment action against an employee who voluntarily seeks treatment through an employee assistance program, counseling or other support for an alcohol or drug related problem, other than a problem with proscribed drugs, but the Chief of Police may require reassignment of an employee who is unfit for duty in his current assignment, or assignment to sick leave under the provisions of Section 17 of this Agreement. For the purposes of this Section "voluntary treatment through an employee assistance program, counseling or other support" means help sought by an employee prior to any misconduct on or off duty which causes him to come to the attention of a law enforcement agency or an internal inquiry by the Department. The City may make available through an Employee Assistance Program a means by which the employee may obtain referrals and treatment. Voluntary requests for assistance shall be handled in a confidential manner. Any employee who voluntarily seeks assistance with problems related to proscribed drugs or alcohol shall not be subject to any disciplinary action by reason of such request for assistance, though the

employee may be disciplined for improper conduct arising out of the use of proscribed drugs or alcohol.

SECTION 26.8. DISCIPLINE.

In the first instance that an employee tests positive for the use and/or abuse of proscribed drugs or alcohol, and there is not involved a violation of any other independent Departmental rule, regulation or policy, the employee may be subject to discipline but not discharge. The foregoing is conditioned upon:

- A. the employee agrees to the appropriate treatment as determined by the physician(s) and/or mental health professional(s) involved;
- B. the employee discontinues the use and/or abuse of proscribed drugs or alcohol;
- C. the employee completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months, as determined by the treating physician(s) and/or mental health professional(s).

An employee who does not agree to, or act in accordance with, the foregoing, or tests positive a second or subsequent time for the presence of proscribed drugs or alcohol shall be subject to discipline, up to and including discharge. The foregoing shall not be construed as an obligation on the part of the City to retain an employee on active status throughout the period of rehabilitation if it is determined that an employee's current use of alcohol or proscribed drugs prevents him from performing his duties, or his active status would constitute a direct threat to the property or safety of others, or result in a loss of confidence in the Department by the community. Such an employee shall use accumulated compensatory time, vacation leave, or personal leave, or apply for an unpaid leave of absence.

In the first instance that an employee tests positive for the use and/or abuse of proscribed drugs, the employee may be subject to discipline, including discharge.

Use of proscribed drugs, or failure to comply with Department rules and regulations concerning use of prescribed drugs while on duty, as well as the consumption of alcohol while on duty, may be cause for discipline, including discharge, subject to the above provisions.

## **ARTICLE XXVII - EMPLOYEE WELLNESS AND FITNESS**

### **SECTION 27.1. PHYSICAL FITNESS PROGRAM.**

In order to maintain efficiency in the Police Department, to protect the public, and to reduce insurance costs and risks, the City may, at its discretion, beginning January 1, 2009, establish as its mandatory physical fitness requirements for all employees, the State of Illinois Physical Fitness Training Standards. The Standards are attached hereto as Appendix G. Officers are required to make a good-faith effort to meet such fitness standards. No officer who makes a good faith effort to meet such fitness standards shall be subject to discipline. The City shall not require an officer who passes the first test during a calendar year to submit to the physical fitness standards testing pursuant to this Section again during that calendar year. An officer who fails to record a score of 85 percent of the minimum standards for each test component shall, at the City's discretion, be re-tested on the failed component(s) after one hundred fifty (150) days or more, and if the employee is successful on such retest, no further testing shall be conducted during the calendar year. If the employee fails the retest, (fails to record a score of 85% of the standards on each test component(s) on which he retested), it shall be noted as a failure.

Effective January 1, 2010, an officer who meets the minimum standards (85%) for all test components (either on the initial test or retest) shall receive \$200 to be paid on or before December 31 of the applicable calendar year. If an employee fails the retest (as defined above), the employee shall execute a payroll deduction authorization for the City to deduct \$200 from the employee's next paycheck.

An officer who participates in testing outside his regular work day will be compensated at the appropriate hourly rate for all hours spent participating in fitness testing under this provision. The Employer will pay for the cost of the test. Test results shall not be posted.

SECTION 27.2. FITNESS EXAMINATION.

If there is a reasonable question concerning an employee's fitness for duty, or fitness to return to duty, the City may require that the employee have an examination by a qualified and licensed physician. Absent an emergency situation, the employee shall be given a reasonable opportunity (not to exceed twenty-four (24) hours) to make a phone call to obtain advice or explanation from the representative of his choice concerning the City's requirement of an examination.

SECTION 27.3. NO SMOKING.

Employees hired after the effective date of this Agreement may be required to sign a pledge not to smoke or chew tobacco on duty as a condition of employment with the City. Employees hired prior to the effective date of this Agreement shall, for the life of this Agreement, confine any smoking to areas designated by the City, as they may from time to time be modified.

SECTION 27.4. LIGHT DUTY FOR PREGNANT OFFICERS.

A pregnant female peace officer may be temporarily transferred to a less strenuous or hazardous position for the duration of her pregnancy if she so requests, with the advice of her physician, when that transfer can be reasonably accommodated.

**ARTICLE XXVIII - OUTSIDE EMPLOYMENT**

Outside employment, including secondary/off-duty employment and special details, is subject to City approval and will be governed by the Policy set forth in Appendix H. This provision does not apply to shift hirebacks covered by the EWOL list.

No bargaining unit employee shall be employed in any other business, position or occupation that interferes or conflicts in any way with his City position or with the full and proper performance of his duties. An employee engaged in outside employment must first notify the Chief of Police of such employment. Employees who have not so notified the Chief of Police at the time this contract is executed shall do so within ten (10) days. The City may deny or withdraw approval for outside employment where there is cause to believe that such outside employment will violate the provisions of this Article.

**ARTICLE XXIX - SAVINGS CLAUSE**

In the event any section, subsection or portion of this Agreement should be held invalid and unenforceable by the Illinois State Labor Relations Board or any court of competent jurisdiction, or by any change in any subsequently-enacted federal or state legislation which would prohibit or nullify a section, subsection or portion of this Agreement, such decision or enactment shall apply to the specific section, subsection or portion thereof specified in the Board or court decision, or change in law, and the

remaining parts or portions of this Agreement shall remain in full force and effect. In such event, the parties shall, upon the request of either party, commence good faith bargaining over possible replacement language for the invalidated section, subsection or portion of this Agreement.

### **ARTICLE XXX - ENTIRE AGREEMENT**

This Agreement, upon ratification, supersedes all prior practices, memorandums, addendum 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 unless otherwise expressly provided herein.

The City and the Labor Council, for the duration of this Agreement, each waives its right to, 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; provided that if the City exercises its rights as set forth in this Agreement so that wages, hours or conditions of employment are impacted, the Labor Council reserves the right to bargain collectively over the effects of such changes, but the City may temporarily implement its change pending the outcome of such effects bargaining. This paragraph does not waive the right to decisional bargaining over any subject or matter not referred to or covered in this Agreement which is a mandatory subject of bargaining and concerning which the employer is considering changing during the term of this Agreement.

### **ARTICLE XXXI – DURATION**

This Agreement shall be effective as of May 1, 2014 and this Agreement shall remain in full force and effect until midnight, April 30, 2017. It shall be automatically

renewed from year to year thereafter, unless either party shall notify the other in writing no more than ninety (90) nor less than seventy (70) days prior to the anniversary date. 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 shall not be before the anniversary date. In the event notice is given, negotiations shall begin no later than sixty (60) calendar days prior to the anniversary date. In the event 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 shall not be before the anniversary date.

\* \* \* \* \*



Executed this \_\_\_\_ day of \_\_\_\_, 2014 after receiving official approval by the elected officials of the City of Oakbrook Terrace and ratification by the Labor Council membership.

CITY OF OAKBROOK TERRACE:

By:   
Mayor, City Oakbrook Terrace

Attest:   
City Clerk

Date: 12/10/14

ILLINOIS FRATERNAL ORDER  
OF POLICE LABOR COUNCIL

By:   
FOP Local Negotiating Team Chair

By:   
FOP Labor Council

Date: 11/13/14

## Appendix A

### FAMILY AND MEDICAL LEAVE (FMLA)

The Family and Medical Leave Act mandates a maximum of twelve (12) working weeks of leave during any designated twelve (12) month period, to eligible employees under certain circumstances.

#### I. Definitions

A. **CHILD.** A child is a person under the age of 18, who is a biological, adopted or foster child; stepchild; legal ward or a child for whom an employee has daily responsibility for care and financial support (*i.e.*, in loco parentis).

Additionally, a child, as defined above, includes one who is over eighteen (18) years old and is either mentally and/or physically impaired to the extent that he or she requires active assistance with activities of daily living.

B. **PARENT.** A parent is a biological parent or an individual who stands or stood in loco parentis to an employee when the employee was the child. This does not include grandparents or in-laws.

C. **SPOUSE.** The legal spouse.

D. **SERIOUS HEALTH CONDITION.** A serious health condition is an illness, injury, impairment, or physical or mental conditions that involve patient care in a hospital, hospice, or residential medical care facility, or that involves at least three (3) working days of absence due to the need for continuing treatment by a health care provider, but does not include short-term conditions for which the period of treatment and recovery is brief. Conditions or medical procedures that would not normally be covered include minor illnesses that last only a few days and surgical procedures that typically do not involve hospitalization and require only a brief recovery period.

E. **CONTINUING TREATMENT.**

1. An employee or family member treated by a health care provider at least two (2) times for the same injury or illness. Normally this would require visits to the health care provider or to a nurse or physician's assistant under the direct supervision of the health care provider.

2. An employee or family member treated by a provider of a health care service (e.g., physical therapist), under orders of, or on-referral by, a health care provider, at least two (2) times for the same injury or illness, or an employee or family member treated by a health care provider on at least one occasion for an injury or illness, which treatment results in a

regimen of continuing treatment under the supervision of the health care provider, for example, a course of medication or therapy to resolve the health care condition.

3. An employee or family member under the continuing supervision of, but not necessarily being actively treated by a health care provider due to a serious long term or chronic condition or disability that cannot be cured. Examples include persons with Alzheimer's disease, persons who have suffered a severe stroke, or persons who are in the terminal stages of a disease who may not be receiving active medical treatment.

## II. FMLA Effective Conditions

A. The arrival of a new child by birth, adoption or foster care placement. If the biological, adoptive, or foster parents(s), the stepparent, legal guardian(s) or parents in loco parentis are both employees, the total combined leave shall be twelve (12) weeks. Leave for this purpose expires twelve (12) months from the arrival of the child.

B. The care of a child, parent or spouse who has a serious health condition if it is medically determined that the care given by an employee is necessary. The term "parent" does not include in-laws for the purpose of this policy. Twelve (12) week's leave for this purpose is available to each of the employee parents of the child or the employee children of the parent.

C. An employee's serious health condition.

## III. Eligibility

To qualify for a FMLA leave, an employee must have accumulated twelve (12) months of employment by the date the requested leave is to start and must have worked one thousand two hundred and fifty (1,250) hours during the prior twelve (12) months. The twelve (12) months of employment do not have to be consecutive.

## IV. Notification Requirements

A. When requesting leave for the birth, adoption or foster care placement of a child, an employee must give thirty (30) days notice or, if not possible due to unforeseen circumstances, the maximum notice practicable. The employee will be required to take all twelve (12) weeks consecutively.

B. For care of a seriously ill child, spouse or parent, or for an employee's own serious health condition, the employee must give thirty (30) days notice, or if not possible due to unforeseen circumstances, the maximum notice practicable. In any event, the employee must provide medical certification of the need for the employee to provide such care for another or of the employee's serious health condition within fifteen (15) days of the commencement of the leave.

C. If the employee requests, and the request is medically certified as necessary, the City will arrange an intermittent or reduced leave schedule for taking all or part of the twelve (12) week leave. An intermittent or reduced leave for regular part-time employees will translate to the number of hours in their regular workweek times twelve (12). The alternative schedule must be the least disruptive to City operations and may include transfer to another position that has equivalent pay and benefits.

D. For the birth of a child, the employee is required to use all paid sick leave, personal days and vacations time as part of the FMLA leave. If the employee applies for and is granted disability benefits under the provisions of the Police Pension Fund or Illinois Municipal Retirement Fund (IMRF), the requirement to utilize paid leaves as stated above is not in effect during the time of disability.

E. For the adoption or foster care placement of a child, the employee is required to use all paid personal days and vacation time as part of the FMLA leave.

F. For care of a spouse, child or parent with a serious health condition, the employee is required to use all personal days and vacation time as part of the FMLA leave. The employee may use up to a maximum of ten (10) days of paid sick leave per year.

G. For a personal non-job-related illness or accident, the employee is required to use all paid sick leave, personal days and vacation time as part of the FMLA leave. If the employee applies for and is granted disability benefits under the provisions of the Police Pension Fund, the requirement to utilize paid leave as stated above is not in effect during the time of disability.

H. For an employee's job-related illness or accident, paid benefits during this time will be according to Worker's Compensation requirements; however, leave time shall be designated as a FMLA leave, including any time off for required therapy or doctor visits.

## V. Health Care and Other Benefits

A. The employee must discuss payment arrangements for the continuation of health care and other benefits before the FMLA leave begins. To maintain the health plan in effect, the employee will be required to pay the City a contributing share either:

1. Through payroll deductions, if the employee is eligible for paid-time substitutions during the FMLA leave; or
2. In advance of the leave; or
3. At certain agreed-upon intervals during the leave.

If not practical to discuss such continuation of benefits before going on leave, the employee must do so within fifteen (15) days after the commencement of the leave. Failure to make timely arrangements or to make the required payments may result in the interruption of health benefits.

B. Holiday pay will not be paid during the FMLA leave, except in those instances where the employee is on an intermittent or reduced schedule which makes the employee eligible for holiday pay or where the employee is utilizing paid leave during the FMLA leave when the holiday occurs.

C. If the employee is required to serve on a jury or in the military while on a designated FMLA leave, no make-up pay will be granted. No bereavement leave benefits will be paid while on a designated FMLA leave.

D. For the purpose of calculating benefits, any employee on FMLA leave should verify with the representatives of the Police and IMRF pension funds, as applicable, whether or not he/she will continue to be credited with service time without loss during the period of such FMLA leave.

E. If the employee is on an intermittent or reduced schedule, the effective hourly rate of pay will be continued for hours worked for both hourly and salaried employees, as if leave had not been taken. For any hours lost, paid leave time may be substituted as set forth in Section 6.1.5 hereof.

## VI. Returning to Work

A. Upon return from a FMLA leave for the employee's own serious health condition, the employee will be required to furnish a certification from the attending physician that the employee is fit for duty and can perform the essential function(s) of the regular job (or of the job to which the employee is restored, if different) together with any restrictions and the reasons for the restrictions.

B. Upon the expiration of the designated FMLA leave the employee will be restored to his/her position prior to the FMLA leave, in pay, benefits and other terms and conditions of employment. The designated FMLA leave does not guarantee a restoration of employment if the employee would have been terminated during the period of leave because of general economic conditions of employment or due to a restructuring of the department or a reduction in force. The employee will be treated the same as any other employee similarly positioned and actively at work on the date of any such reduction in force and/or restructuring.

C. All benefits, increases, general wage increases or other terms and conditions of employment generally applicable to the position will be restored to the employee as if the employee had not been on FMLA leave.

D. If the employee fails to return to work upon expiration of the designated FMLA leave, the employee shall lose the right to restoration to the job. If the

reason for not returning to work from the FMLA leave is a reason within the employee's control, the City will recoup from employee the City's cost of health care premium cost paid on the employee's behalf during the FMLA leave.



**Appendix B**

**GRIEVANCE** (use additional sheets where necessary)

Date Filed: \_\_\_\_\_  
Department: \_\_\_\_\_

Grievant's Name: \_\_\_\_\_  
Last First M.I.

Lodge No. / Year / Grievance No.

**STEP ONE**

Date of Incident or Date Knew of Facts Giving Rise to Grievance: \_\_\_\_\_  
Article(s) Contract violated: \_\_\_\_\_, and all applicable Articles

Briefly state the facts: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Remedy Sought: \_\_\_\_\_, in part and in whole, make grievant whole

Given To: \_\_\_\_\_ Date/Time: \_\_\_\_\_  
\_\_\_\_\_  
Grievant's Signature FOP Representative Signature

**EMPLOYER'S 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 RESPONSE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Employer Representative Signature Position  
Person to Whom Response Given Date

**STEP THREE**

Reasons for Advancing Grievance: \_\_\_\_\_  
\_\_\_\_\_

Given To: \_\_\_\_\_ Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

**EMPLOYER'S 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 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





**Appendix C**

**POLICE OFFICERS' PAY RANGE**

| Level | When Effective | 5/1/2014 |          | 5/1/2015 |          | 5/1/2016 |          |
|-------|----------------|----------|----------|----------|----------|----------|----------|
|       |                | 2.25%    | 2.25%    | 2.5%     | 2.5%     | 2.5%     | 2.5%     |
| A     | Starting Pay   | \$57,311 | \$57,311 | \$58,744 | \$58,744 | \$60,213 | \$60,213 |
| B     | After 1 Year   | \$60,176 | \$60,176 | \$61,680 | \$61,680 | \$63,222 | \$63,222 |
| C     | After 2 Years  | \$63,185 | \$63,185 | \$64,765 | \$64,765 | \$66,384 | \$66,384 |
| D     | After 3 Years  | \$66,344 | \$66,344 | \$68,003 | \$68,003 | \$69,703 | \$69,703 |
| E     | After 4 Years  | \$69,661 | \$69,661 | \$71,403 | \$71,403 | \$73,188 | \$73,188 |
| F     | After 5 Years  | \$73,144 | \$73,144 | \$74,973 | \$74,973 | \$76,847 | \$76,847 |
| G     | After 6 Years  | \$76,802 | \$76,802 | \$78,722 | \$78,722 | \$80,690 | \$80,690 |
| H     | After 7 Years  | \$80,642 | \$80,642 | \$82,658 | \$82,658 | \$84,724 | \$84,724 |
| I     | After 8 Years  | \$84,673 | \$84,673 | \$89,290 | \$89,290 | \$91,522 | \$91,522 |

**Appendix D**

**SERGEANTS' PAY RANGE**

|                       | <b>5/1/2014</b>  | <b>5/1/2015</b>  | <b>5/1/2016</b>  |
|-----------------------|------------------|------------------|------------------|
| <b>When Effective</b> | <b>2.25%</b>     | <b>2.5%</b>      | <b>2.5%</b>      |
| <b>Starting Pay</b>   | <b>\$90,812</b>  | <b>\$93,082</b>  | <b>\$95,409</b>  |
| <b>After 1 Year</b>   | <b>\$94,442</b>  | <b>\$96,803</b>  | <b>\$99,223</b>  |
| <b>After 2 Years</b>  | <b>\$98,250</b>  | <b>\$100,706</b> | <b>\$103,224</b> |
| <b>After 3 Years</b>  | <b>\$102,151</b> | <b>\$104,705</b> | <b>\$107,323</b> |



## Medical Insurance

**Health Maintenance Organization (HMO)** – When selecting an HMO, you will need to choose and register with your current carrier a Primary Care Physician (PCP) from a list of network providers. If you require a specialist, outpatient procedure, or hospitalization, your registered PCP must refer you. This ensures you remain within your HMO network. There are no out-of-network benefits with an HMO.

**High Deductible Health Plan (HDHP) with Health Savings Account (HSA)** –

Although you have the flexibility to see any doctor or visit any hospital of your choice, you will pay significantly less money out of your pocket if you use a doctor or hospital that is in the network. Preventative care services are covered at 100% as long as your physician bills your visit as preventative. For other services, including routine office visits, procedures, lab work, prescription drugs, etc., no benefits will be paid until you have met your annual deductible.

The HSA is a bank account paired with your HDHP that allows you to save money on a tax-free basis to pay your deductible and other out-of-pocket medical expenses in the current year or in the future. Qualified medical expenses that can be paid using this account include doctor visits, prescription drugs, and even dental and vision expenses. You own the money in your HSA account and it is yours to keep – even when you change plans or retire. The funds can roll over from year to year and you do not pay tax on withdrawals used for qualified medical expenses.

| Choice of plan options:                                 | HMO<br><i>In-Network Benefits Only</i>     | High Deductible<br>PPO                           |
|---|--|--|
| <b>Network</b>  | BlueAdvantage HMO                          | BlueEdge HSA                                     |
| <b>Deductible</b>                                       |  |  |
| Individual (In-Network / Out-of-Network)                | \$0  | \$2500 / \$5000                                  |
| Family (In-Network / Out-of-Network)                    | \$0  | \$5000 / \$10,000                                |
| <b>Coinsurance</b>                                      |  |  |
| In-Network / Out-of-Network                             | 100%                                       | 100% / 80%                                       |
| <b>Out-of-Pocket Max</b>                                |  |  |
| Individual (In-Network / Out-of-Network)                | \$1,500                                    | \$2,500 / \$5,000                                |
| Family (In-Network / Out-of-Network)                    | \$3,000<br><i>(Maximum in Copays)</i>      | \$5,000 / \$10,000<br><i>Includes Deductible</i> |
| <b>Physician Services (In-Network)</b>                  |  |  |
| Well Adult / Well Child                                 | \$10 copay                                 | 100%   |
| Physician Office Visit                                  | \$10 copay                                 | 100% after deductible                            |
| Specialist Office Visit                                 | \$30 copay                                 | 100% after deductible                            |
| X-Rays / Lab Diagnostics                                | 100%                                       | 100% after deductible                            |
| <b>Inpatient Hospital Deductible</b><br>(per admission) |  |  |
| In-Network / Out-of-Network                             | \$0<br>(Coinsurance applies)               | \$0 / \$300<br>(Coinsurance applies)             |
| <b>Emergency Room</b>                                   | \$150 copay, then 100%<br>after deductible | 100% after deductible                            |
| <b>Prescription Drugs (In-Network)</b>                  |  |  |
| Generic / Formulary / Non-Formulary                     | Copays:<br>\$10 / \$40 / \$60              | Copays:<br>\$10 / \$40 / \$60                    |
| <b>Lifetime Maximum</b>                                 | Unlimited                                  | Unlimited  |

## Appendix F

### TRAINING AND UNIFORM COST REIMBURSEMENT AGREEMENT

**THIS TRAINING AND UNIFORM COST REIMBURSEMENT AGREEMENT** ("agreement") is entered into by and between the City of Oakbrook Terrace Police Department (hereinafter the City") and \_\_\_\_\_ (the "officer") on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**WHEREAS**, the officer was extended a conditional offer of employment and proceeded to meet the requirements and conditions subsequent to such conditional offer of employment; and

**WHEREAS**, the officer is going to be appointed as a sworn probationary member of the City's Police Department; and

**WHEREAS**, the City will spend substantial sums of money in regard to the training of, and the provision of uniforms for the officer; and

**WHEREAS**, the City has, in the past, had police officers leave its force and join other law enforcement agencies during their first several years of employment with the City; and

**WHEREAS**, said leaving by police officers resulted in the loss of funds expended by the City for training, uniforms, and other supplies utilized to support the officer in his educational, professional, and physical training; and

**WHEREAS**, it has been determined by the City, acting by and through its Mayor and City Council, that it is in the best interest of the City to require all new police officers to reimburse the City for all training and uniform expenses incurred by the City in the event a police officer terminates his or her employment with the City during the twenty-four (24) months of employment with the City; and

**WHEREAS**, the officer has agreed that as a condition of his or her employment with the City, he or she will reimburse the City for all costs incurred by the City in regard to educational, professional, and physical training as well as uniform and supplies in the event the officer terminates his or her employment with the City during the first twenty-four (24) months of employment with the City.

**NOW, THEREFORE**, in consideration of the foregoing, the validity and sufficiency of which consideration is acknowledged by the City and the officer, the parties hereto agree to the following mutual promises and covenants:

**Section One. Appointment.** Pursuant to the conditional offer of employment by the City's Board of Police Commissioners dated \_\_\_\_\_, the City hereby appoints the officer as a police officer for the City, such appointment being effective

immediately upon the officer's taking of his of her oath of office on \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_.

**Section Two. Continuity as Sworn Officer.** The officer agrees that, unless terminated during the initial probationary period or discharged by the City, said officer shall remain in the employ of the City as a police officer for at least twenty-four (24) months from the date set forth in Section One above.

**Section Three. Reimbursement Upon Resignation or Other Termination of the Officer.** The officer hereby agrees that, in the event he or she voluntarily terminates his or her employment with the City, during the first twenty-four (24) months of employment with the City, the officer shall fully reimburse the City in relation to the educational, professional, and physical training of the officer, the provision of uniforms, and the dedication of materials and supplies to the officer's education and uniform. During the first three (3) years of employment, the City agrees to provide the officer with law enforcement training consisting of either the Police Training Institute of the Basic Law Enforcement Training Course at a training site approved by the Illinois Law Enforcement Training Standards Board, together with a Field Training Program and such other training and equipment in the police field as the department customarily makes available to its full time police officers, or as the department otherwise agrees to provide the officer with the officer's consent; and to pay the applicant a salary during and subsequent to training during the period of employment of the applicant as a full time police officer. The applicant agrees to undertake such training in good faith and to the fullest extent of his or her ability.

**Section Four. Calculation of Debt.** In the event the officer shall owe funds to the City in accordance with the provisions of this Agreement, the City may first deduct from any funds owed to the officer at the time of notice of the officer's termination or resignation, in salary or other benefits due, an amount up to the sum owed to the City. If, after the use of these funds, money is still due from the officer to the City, or if the obligation occurs as a result of a later event, the officer shall pay such funds in twelve (12) equal monthly installments. In the event the officer should fail to pay such funds when due, the officer shall pay to the City interest at a rate of ten percent (10%) per annum on the unpaid balance until such amount is paid in full. In the event that the City should be required to make a claim or demand against the officer or to file suit to collect such unpaid amounts, the officer, as a condition of this Agreement, agrees to pay the full costs of the City, including but not limited to court costs, witness fees, and attorney's fees expended by the City in collection of the unpaid sums.

**Section Five. Effect of Agreement.** It is the agreement and understanding of the parties hereto that all other terms and conditions of employment, which are applicable to the officer's employment with the City, shall remain unchanged by this Agreement.

**Section Six. Limits of Agreement.** IT IS UNDERSTOOD BY THE OFFICER THAT THIS AGREEMENT IN NO WAY GUARANTEES THE OFFICER ANY RIGHT TO CONTINUED EMPLOYMENT WITH THE CITY. IT IS UNDERSTOOD BY THE

OFFICER THAT THIS AGREEMENT HAS NO EFFECT ON THE AUTHORITY OF THE CHIEF OF POLICE OR OTHER CITY OFFICIALS, AS PROVIDED BY LAW, TO INVOKE DISCIPLINARY ACTION AGAINST THE OFFICER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Witnessed whereof the parties hereto have executed this instrument by their hands and seals on the date and year first above-written.

**CITY OF OAKBROOK TERRACE**

**OFFICER**

By: \_\_\_\_\_  
Chief of Police

\_\_\_\_\_

Print Name: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**IN WITNESS WHEREOF,** The parties hereto have executed this Letter of Agreement on the dates shown below.

**ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL**

**CITY OF OAKBROOK TERRACE**

By: \_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## Appendix G

### FITNESS STANDARDS

The POWER test consists of four basic tests. Each test is a scientifically valid test. It is recommended that five minutes of static stretching, using techniques approved by the Board, be completed prior to each test. A five minute rest is recommended between each test with a fifteen minute rest before the 1.5 mile run. The tests will be given in the following sequence with a rest period between each test.

#### 1. Sit and Reach Test

This is a measure of the flexibility of the lower back and upper leg area. It is an important area for performing police tasks involving range of motion and is also important in minimizing lower back problems. The test involves stretching out to touch the toes or beyond with extended arms from the sitting position. *The score is in the inches reached on a yard stick.*

#### 2. 1 Minute Sit-Up Test

This is a measure of the muscular endurance of the abdominal muscles. It is an important area for performing police tasks that may involve the use of force and is also an important area for maintaining good posture and minimizing lower back problems. *The score is in the number of bent leg sit-ups performed in one minute.*

#### 3. 1 Repetition Maximum Bench Press

This is a maximum weight pushed from the bench press position and measures the amount of force the upper body can generate. It is an important area for performing police tasks requiring upper body strength. *The score is a ratio of weight pushed divided by body weight.*

#### 4. 1.5 Mile Run

This is a timed run to measure the heart and vascular system's capability to transport oxygen. It is an important area for performing police tasks involving stamina and endurance and to minimize the risk of cardiovascular problems. *The score is in minutes and seconds.*

#### What Are the Standards?

- The actual performance requirement for each test is based upon norms for a national population sample.
- The applicant must pass every test.

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

**POWER CHART**

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



## Appendix H

### SECONDARY/OFF-DUTY EMPLOYMENT AND SPECIAL DETAILS

#### I. Purpose

The purpose of this policy is to provide guidelines regarding the types of secondary/off-duty employment and special details that are appropriate for the employees of the City's Police Department (the "Department"), and to limit the circumstances under which secondary employment and special details will be authorized. These guidelines are essential for the efficient operation of the Department and in order to protect and maintain the trust and confidence of the community. The guidelines will serve as a supplement to Section 2.19: **Outside Employment** of the Personnel Policy and Procedures Manual (the "Personnel Code") as adopted by Ordinance No. 02 -06 (May 14, 2002)

#### II. Policy

It is the policy of the Department to allow its personnel to engage in secondary/off-duty employment and special details that do not conflict with primary job assignments or obligations to the Department, discredit or embarrass the Department, or diminish public confidence in law enforcement or in Departmental commitment to integrity.

#### III. Procedures

##### A. Request To Engage In Secondary/Off-Duty Employment

Employees may engage in employment outside of their official working hours for the City ("secondary/off-duty employment") only with the written approval of the Chief of Police and the City Administrator. Any employee seeking approval of secondary employment shall apply for permission according to the provisions of the Personnel Code.

##### B. Conditions For Approval Of Secondary/Off-Duty Employment Requests

Decisions regarding the approval of a request to work secondary/off-duty employment, shall be rendered by the Chief of Police, who shall determine whether such secondary/off-duty employment:

1. Is conducted in conflict with City work time;
2. Interferes with working hours or overtime requirements of the employee's position with the City;

3. Involves the use of City uniforms, facilities, equipment or supplies of any kind;
4. Involves the use of official information not available to the public;
5. May reasonably be construed by the public to be an official act of the City;
6. May reflect adversely upon the employee or the City;
7. Is in conflict with the employee's primary duties as a law enforcement employee, including work which an employee would be expected to do as part of his/her normal duties for the City, work requiring approval or review of the City, or work which would tend to influence the exercise of judgment on any matter coming before the employee in the course of his/her City employment;
8. Constitutes a conflict of interest, as provided by law.
9. Involves delivery of labor or other services in direct or indirect support of a business engaged in debt collection, paralegal services, or a gentlemen's club.
10. Would require a member to testify in a court of law in opposition to another law enforcement agency, such as case preparation for the defense of a defendant in any criminal trial or for a plaintiff in a civil action or proceeding.
11. Involves establishments or businesses which sell alcoholic beverages for on-site consumption as a primary part of the business enterprise.

**C. Secondary/Off-duty Employment Restrictions :**

Secondary/Off-Duty Employment Will Not Be Approved for Employees:

1. When it is found by the Chief of Police or City Administrator that the secondary/off-duty employment conflicts with any of the provisions listed in Section B, Items 1 through 11 herein, accept that authorization to work secondary/off-duty employment may be granted on an individual basis when the sale and consumption of alcoholic beverages is incidental to the primary function or purpose of the enterprise such as special events and special occasions/holidays;
2. While on probation, except that members who have completed Phase V of the Department's Field Training Program and have been released to solo patrol may work traffic related special details. A probationary member will must receive permission from the on-duty supervisor when working a traffic related special detail.
3. While serving a Department's suspension from the Chief of Police or the City's Police Commission.

#### **D. Special Details**

1. If prior approval has been granted by the Chief of Police for a special detail for traffic control within the City limits or on street right-of-ways under City traffic control jurisdiction, the employee shall wear the Departmental uniform, and may use a Departmental vehicle and related Department issued equipment.
2. Upon the approval of the Chief of Police, when an employer hiring a special detail further requests that employees not wear the Departmental uniform, preferring civilian attire, employees will be authorized to wear suitable business attire or other appropriate clothing (tactical uniform) as necessary to accomplish law enforcement purposes as the "uniform of the day."

#### **E. Scheduling And Invoicing For Special Details**

1. The schedule for special details must be prepared by the Chief of Police or his/her designee and posted on a bulletin board in the Department. Scheduling procedures such as seniority and posting dates, may vary depending upon whether the special detail is of short or long term duration. The charging of scheduling fees by any employee to the employer hiring a special detail or to other employees is strictly prohibited.
2. The hourly rate for the special detail must be agreed upon with the hiring employer and approved by the Chief of Police prior to the start of the special detail.
3. The invoices for special detail services must be prepared and submitted by the Chief of Police or his/her designee to the employer hiring a special detail, with copies to be kept in a central file readily accessible to the Chief and the City Administrator or their designees.

#### **F. Regulations And Restrictions For Secondary/Off-Duty Employment and Special Details**

1. An employee may work a total of 24 hours of secondary/off-duty employment or special details in each 7-day workweek, Sunday through Saturday.
2. An employee may not work secondary/off-duty employment or special details for a 16-hour period after a shift for which the member was unable to report for duty due to the use of approved sick leave.
3. Secondary/off-duty employment or special details shall be scheduled and worked in a manner that does not conflict or interfere with the employee's performance of duty. The employee shall provide sufficient time for rest between all secondary/off-duty employment or special details and regularly

scheduled on-duty assignments. An employee may not work a combination of regular and off-duty hours of more than 16 hours in a 24 hour period.

4. Court time hours that occur outside an employee's regularly scheduled duty hours or arrest hours incurred at the end of the shift, will not count as time worked for purposes of determining the 16 hour limitation contained in this section.
5. Secondary/off-duty employment and special details are not an inherent right, but a privilege.
6. Employees who engage in secondary/off-duty employment and special details shall maintain the same high standards of discipline that are demanded of on-duty officers and they shall be held accountable for violations of the Department's General Order/Policy & Procedures for transgressions against Departmental disciplinary standards and subject to the control of supervisory personnel who witness such violations or to whom they are reported.
7. Employees may be approved to work secondary/off-duty employment in the capacity of a personal protection service provider. During such employment, the member shall not wear the Departmental uniform, but may wear civilian business attire or other appropriate dress.
8. Employees shall not engaged in the gathering or dissemination of information of the kind or type available from confidential law enforcement sources, such as LEADS, NCIC, and local law enforcement computer networks, etc.
9. After receiving authorization by the Chief of Police, non-sworn employees of the Department may also be approved to work secondary/off-duty employment and special details.