

Agreement Between the

VILLAGE OF LOMBARD

AND

TEAMSTERS LOCAL 700

January 1, 2018 - December 31, 2020

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Preamble

THIS AGREEMENT, entered into by the VILLAGE OF LOMBARD (hereinafter referred to as the "Village" or the "Employer") and TEAMSTERS LOCAL 700 (hereinafter referred to as the "Union") in recognition of the Union's status as the representative of certain of the Village's civilian police employees, and has as its intent to set forth the parties' entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the Village; to encourage and improve efficiency and productivity; to maintain the highest standards of personal integrity and conduct at all times; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

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

Article I - Recognition and Unit Description

Section 1.1 - Recognition

Pursuant to certifications by the Illinois Labor Relations Board in Case No. S-RC-12-043 and S-UC-13-031 as issued on January 5, 2012 and January 9, 2013, respectively, the Village recognizes the Union as the sole and exclusive collective bargaining representative for all full-time and regular part-time employees in the following job titles: Police Records Clerk, Community Service Officer, Police Property Clerk and Police Front Desk Clerk and excluding all other employees of the Village of Lombard, including but not limited to all sworn employees and the Police Records Supervisor and Accreditation Manager/Training Coordinator as supervisory and confidential employees.

Article II -- Union Security and Rights

Section 2.1 - Fair Representation

Employees may join or not join the Union as a personal choice. The Union recognizes its responsibility as bargaining agent, and agrees to fairly represent all employees in the bargaining unit, whether or not they are members of the Union. The Union further agrees to indemnify, defend and hold harmless the Employer, and its officials, representatives and agents from any claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs resulting from any failure on the part of the Union to fulfill its duty of fair representation.

Section 2.2 - Union Access

One (1) Union representative shall normally have access to the premises of the Village for the purpose of resolving serious disputes or problems arising under this Agreement. In the event a resource person(s) or legal counsel representing the Union is needed to discuss a specialized concern, such representative(s) shall also receive access with the designated Union representative. In order to receive access, the representative(s) must provide reasonable advance notice to the Chief of Police or his designee. The representative(s) may visit with employees during their non-working hours if such visit does not disturb the work of employees who may otherwise be working. Such access shall not be arbitrarily or unreasonably denied.

Section 2.3 - Use of Leave Time for Union Business

An employee may utilize accumulated personal leave or vacation leave for legitimate Union business such as Union meetings, locally or outside the Village of Lombard. Such time off shall not be detrimental to the employee's record.

Section 2.4 - Bulletin Board

The Village shall provide one-half of the bulletin board in the cafeteria, not to exceed fifteen (15) square feet. That portion of the bulletin board shall be for the sole and exclusive use of the Union for purposes of posting Union notices or announcements. The items posted shall not be political, obscene or defamatory in nature. One copy of all posted material shall be delivered to the office of the Police Chief for his review and approval.

Section 2.5 – Amount of Dues Deduction

The Village shall only deduct the appropriate amount of regular Union dues (uniform in dollar amount) and initiation fees (if any) as certified by the Union from each paycheck of those employees who have signed dues deduction authorization forms permitting said deduction. The conditions for said deduction shall be as set forth in Section 2.7. The Union agrees the amount of dues deduction shall not be changed more than three times per year with a minimum of two (2) weeks' notice given to the Village prior to any change.

Section 2.6 – Dues Deduction

Upon receipt of a signed authorization from an employee, the appropriate amount of the regular monthly dues of the Union (uniform in dollar amount for each employee) and initiation and re-initiation fees (if any) shall be deducted from such employee's bi-weekly paycheck. The amounts so deducted shall be forwarded each pay period to the Treasurer of the Union together with a list of the names and amounts for whom deductions have been made. If the employee has no earnings due for a particular pay-period, the Union shall be responsible for collecting said dues.

Section 2.7 – Dues Revocation

(a) An employee may make a revocation of Union membership and any dues deduction authorization at any time (subject to the fair share provisions of Section 2.8 below) by providing thirty (30) days written notice to both the Village and the Union.

(b) The Village's obligation to make appropriate deductions shall immediately terminate upon receipt of a revocation of membership from an employee as set forth in (a) above or upon the employee leaving Village employment, or being promoted to a job classification not covered by this Agreement.

Section 2.8 - Fair Share

During the term of this Agreement, employees who do not choose to become dues paying members of the Union shall, commencing thirty (30) days after their employment or thirty (30) days after the date this Agreement is executed, whichever is later, pay a fair share fee to the Union for collective bargaining and contract administration services rendered by the Union as the exclusive representative of the employees covered by said Agreement, provided the fair share fee shall not exceed the dues attributable to being a member of the Union. Such fair share fees shall be deducted by the Employer from the earnings of non-members and remitted to the Union. The Union shall periodically submit to the Employer a list of the members covered by this Agreement who are not members of the Union and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit.

The Union agrees to assume full responsibility to insure full compliance with the requirements in Chicago Teachers Union v. Hudson, 475 U.S. 292 (1986), with respect to the constitutional rights of fair share fee payors. Accordingly, the Union agrees to do the following:

- Give timely notice to fair share fee payors of the amount of the fee and an explanation of the basis for the fee.
- Advise fair share fee payors of an expeditious and impartial decision-making process whereby fair share fee payors can object to the amount of the fair share fee.

- Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payors to the amount of the fair share fee.

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

Section 2.9 – Indemnification

The Union shall indemnify and save harmless the Village and its officers, agents and employees against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all reasonable legal costs that may arise out of, or by reason of, any action taken or not taken by the Village, its officers, agents and employees in the course of or for the purpose of complying with the provisions of this Article. If an improper deduction is made and transmitted to the Union, the Union shall refund any such amount directly to the involved employee, with notification to the Village.

Article III - Management Rights

Except as amended, changed or modified by this Agreement and the Illinois Public Labor Relations Act, the Village has and will continue to retain, without limitation all powers, rights, authority, duties and responsibilities theretofore conferred upon and vested in it by the laws and Constitutions of the State of Illinois and the United States and the laws of the Village of Lombard and any modifications made thereto, to manage the affairs of the Village and direction of the work force, including, but not limited to the following:

to manage its affairs efficiently and economically, including the determination of the organization, quantity and quality of service(s) to be rendered; the control of materials, tools and equipment to be used; the discontinuation of any services, materials and methods of operation, and the determination of the number, location and type of facilities and installations;

to introduce new work methods, equipment, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;

to determine the care, maintenance and operation of equipment used for and on behalf of the purposes of the Village;

to subcontract or purchase any and all materials, supplies or related services;

to hire, assign and layoff employees; to direct the work force and establish work schedules including lunch periods and rest periods; to determine the number of employees assigned to any particular job, assignment or operation;

to determine the standards for selection for employment, to select employees for promotions or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work; to establish work and productivity standards and, from time to time, to change those standards; to transfer, promote employees from one classification, division or shift to another;

to establish or continue policies, practices and procedures for conduct of operations and to change or abolish such policies, practices, or procedures; to adopt, revise and enforce work and safety rules and carry out cost and general improvement programs;

to permit non-bargaining unit Lombard police department employees to perform bargaining unit work;

to discipline or discharge non-probationary employees for just cause (probationary employees without just cause); and

to require employees to maintain a medically acceptable physical condition provided such requirements are bona fide occupational qualifications.

Article IV – Subcontracting

Section 4.1 - Right to Subcontract

It is the general policy of the Village to continue to utilize its employees to perform work they are qualified to perform. However, the Village reserves the right to contract out work it deems necessary in the exercise of best judgment and consistent with the Village's lawful authority under Illinois Statutes.

Section 4.2 - Effects of Subcontracting Decision

If the Village elects to exercise its rights as per Section 4.1 above, the Union may within fourteen (14) calendar days of the Village's implementation notify the Village of its desire to engage in impact or effects bargaining. Such bargaining shall commence within ten (10) calendar days of such notice. The parties shall negotiate for a period of not less than thirty (30) calendar days.

Section 4.3 – Grievance Filing

The parties agree that if the Union believes the Village has violated this Article, the Union may file a grievance as defined in Section 5.1 of this Agreement.

Article V - Grievance Procedure

Section 5.1 - Definition

A grievance shall be defined as a complaint arising out of an alleged violation or misinterpretation or misapplication of the written provision(s) contained in this Agreement.

Section 5.2 - Grievance Procedure

Grievances will be processed in the following manner and within the stated time limits.

Step 1

An employee or the employee's Union representative shall submit a grievance to the employee's first level supervisor outside of the bargaining unit within ten (10) calendar days of its occurrence, or within ten (10) calendar days of when the employee knew or should have known of the occurrence, whichever is greater. A grievance shall contain a summary of relevant facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. The supervisor will respond to the grievance within ten (10) calendar days.

Step 2

If no agreement is reached at Step 1, the grievance may be appealed, in writing, to the appropriate Deputy Police Chief who oversees the employee in question, within seven (7) calendar days of receipt of the written decision by the first-line supervisor (or within seven (7) days of when the written decision was due). Within seven (7) calendar days after the Deputy Police Chief receives the grievance, he may meet with the aggrieved employee and his employee Union representative, if represented. The Deputy Police Chief will reply to the grievance in writing within seven (7) calendar days from the date of such meeting (or if no meeting, within seven (7) calendar days of the date that the grievance was appealed to Step 2).

Step 3

If no agreement is reached at Step 2, the grievance may be appealed, in writing, to the Chief of Police or his designee within seven (7) calendar days of receipt of the written decision rendered at Step 2 (or within seven (7) days of when the written decision was due). Within seven (7) calendar days after the Chief of Police or his designee receives the grievance, he may meet with the aggrieved employee and his employee Union representative, if represented. The Chief of Police or his designee will reply to the grievance in writing within seven (7) calendar days from the date of such meeting (or if no meeting, within seven (7) calendar days of the date the grievance was appealed to Step 3).

Step 4

If no agreement is reached at Step 3, the grievance may be appealed, in writing, to the Village Manager within seven (7) calendar days of receipt of the written decision in Step 3. Within seven (7) calendar days after the Village Manager receives the grievance, he or his designee may

meet with the aggrieved employee, Union non-employee representative and/or the employee Union representative, if represented, the Chief of Police and such other persons as the Village Manager deems advisable. The Village Manager or his designee will reply to the grievance in writing within fifteen (15) calendar days from the date of such meeting (or if no meeting, within fifteen (15) calendar days of the date that the grievance was appealed to Step 4).

Step 5

(a) If the Union is not satisfied with the decision of the Village Manager, the Union may appeal the grievance to arbitration by notifying the Village Manager in writing within fifteen (15) calendar days after receipt of the Village Manager's response in Step 4. Within ten (10) calendar days of receipt of such request the Union and the Village Manager shall jointly submit the dispute to the Federal Mediation and Conciliation Service (FMCS), and shall request a panel of seven (7) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. The party requesting arbitration shall strike three names from the panel, with the other party then striking three names. The person remaining shall be the arbitrator. The arbitrator shall fix the time and date of the hearing, subject to the availability of the Employer and the Union. Hearings shall be conducted at the Village Hall, unless the parties mutually agree otherwise.

(b) The power of the arbitrator shall be limited to the interpretation and application of the written terms of this Agreement. In no event may the terms and provisions of the Agreement be deleted, modified or amended by the arbitrator. He shall consider and decide only the specific issue raised by the grievance as originally submitted in writing to the Village at Step 1, and shall have no authority to make his decision on any issue not so submitted to him. The arbitrator shall submit in writing his decision within thirty (30) calendar days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension. In the event the arbitrator finds a violation of the Agreement, he shall determine an appropriate remedy. The decision of the arbitrator shall be final and binding on all parties. No decision or remedy of the arbitrator shall be retroactive beyond the period specified in Step 1 of this grievance procedure.

Section 5.3 - Arbitration Fees and Expenses

The fee and expenses of the arbitrator and the cost of the written transcript shall be divided equally between the Village and the Union provided, however, that each party shall fully bear the expense of preparing and presenting its own case including the cost of witnesses and other persons (not employed by the Village) it requires to attend the arbitration. Should only one party request a transcript, that party shall pay for the cost of the transcript.

Section 5.4 - Time Limits

(a) Any grievance not answered within the time limits specified in each step shall constitute a proper denial of the grievance on the date the answer was due, and the aggrieved employee or the Union, as appropriate, may immediately appeal to the next step or forego further processing of the grievance. If at any step the aggrieved employee or Union does not submit the

grievance or appeal in the manner and time limits provided above, the right to pursue a grievance shall be considered waived by the employee and/or Union without any further appeal or reconsideration under the grievance-arbitration procedure. The time limits at any step may be extended by mutual written agreement of the Union and the Village. In addition, the Union and the Village may mutually agree in writing to skip a step or steps of the grievance procedure for a particular grievance.

(b) No matter or action shall be treated as a grievance unless a grievance is filed in accordance with this Article.

Section 5.5 - Representation Time

(a) All grievance discussions and investigations shall take place in a manner which does not interfere with Village operations. A Union employee-representative who is otherwise on duty may, with the permission of the Chief of Police, attend one of the grievance adjustment meetings described in Section 5.2 above during the employee-representative's work time, if the parties mutually decided to hold the meeting during the employee's work time.

(b) The Union shall certify to the Village the names of those employees who are designated as representatives (stewards). These employees shall be the only employees authorized to function as representatives/stewards on each respective shift and/or division.

Article VI - Labor Management Meetings

A Labor-Management Committee consisting of the Village Manager, or his designee, and up to three (3) other members of the Village and up to four (4) employee members of the Union shall meet upon the request of either party at mutually agreeable times for the purpose of discussing any work related problems of mutual concern for the advancement of better relations and efficient operations. The Union and the Village shall exchange agenda items at least seven (7) calendar days in advance of the meeting. Discussions shall be limited to matters set forth on the agenda and other matters mutually agreed to by the parties, but it is understood that these meetings shall not be used to renegotiate this Agreement or for the purpose of resolving grievances. Attendance at labor-management meetings shall be voluntary on the employee's part. Attendance at such meetings shall not interfere with work time. Attendance during work time will be permitted only upon reasonable advance notice to, and the prior approval of, the Chief of Police or his designee. An employee's attendance at a labor-management meeting during his non-work time will not be compensated by the Village.

Article VII - Seniority

Section 7.1 - Seniority

Seniority shall for purposes of this Agreement be defined as an employee's length of continuous regular employment calculated from the most recent date of hire. Employees hired on the same date shall be placed on the seniority list in alphabetical order based on the first letter of their last name. Seniority shall not accumulate for any time period while an employee has transferred out of the bargaining unit, or taken an unpaid leave of absence that exceeds fourteen (14) consecutive days, unless otherwise required by law.

Section 7.2 - Probationary Period

The probationary period for newly hired employees shall be nine (9) months in duration from the first day of employment, which may exclude periods of injury or illness leaves, including duty related leave, in excess of 30 calendar days. During the probationary period, an employee is subject to discipline, including discharge, without just cause and without recourse to the grievance and arbitration procedure.

Section 7.3 - Termination of Seniority and the Employment Relationship

Seniority and the employment relationship shall be terminated for all purposes if the employee:

- (a) quits or retires;
- (b) is discharged for just cause (non-probationary employees without just cause);
- (c) is absent for three (3) consecutive working days without notifying the Village, unless such notification is impossible to make;
- (d) fails to return to work at the end of an approved leave of absence;
- (e) Is laid off and, after receiving a notice of recall, fails to notify the Police Chief or designee of his intention to return from the layoff within fourteen (14) calendar days;
- (f) is absent from work because of layoff for a period in excess of eighteen (18) months; or
- (g) does not perform work for the Village for a period in excess of one year (unless the employee's absence is otherwise protected by law).

Section 7.4 - Seniority List

The Village shall maintain a seniority list of employees covered by this agreement, and shall provide a copy to the Union whenever there is a change.

Article VIII - Layoff and Recall

Section 8.1 - Layoff

The Village in its discretion shall determine whether layoffs are necessary. The Village shall provide the Union with thirty (30) days' advance notice of a layoff, except in emergency situations. The Employer will, upon request, discuss (not negotiate) with the Union alternatives to the layoff. If the Employer determines in its discretion that layoffs are necessary in a particular position or positions, Employees in the affected position(s) will be laid off in the following order: (1) probationary employees in inverse order of seniority; (2) non-probationary part-time employees in inverse order of seniority; and (3) non-probationary full-time employees in inverse order of seniority.

Section 8.2 - Recall

(a) Employees who are laid off shall be placed on a recall list for a period of eighteen (18) months. Employees on said recall list have the obligation to keep the Village advised in writing of their current address. If there is a recall, employees who are on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work in the job classification to which they are recalled without further training.

(b) Within fourteen (14) calendar days after receiving notice of recall by registered or certified mail (delivered to the mailing address last provided by the employee), the employee must advise the Village in writing that he accepts re-employment and will be able to commence employment on the date specified in the notice, such date to be not less than twenty-one (21) calendar days from the date the employee receives the notice of recall. If an Employee fails to timely respond to a recall notice, the Employee's name shall be removed from the recall list. The Village may require, at its discretion, that an employee undergo and pass a medical examination at the Village's expense prior to being accepted for re-employment.

Section 8.3 - Effects of Layoff

During the period of time that non-probationary employees have recall rights as specified above, the following provisions shall be applicable to any non-probationary employees who are laid off by the Village:

- (a) An employee shall be paid for any earned but unused vacation days, and any compensatory time which was earned in lieu of overtime pay.
- (b) An employee shall have the right to maintain insurance coverage for up to eighteen (18) months, by paying in advance the full applicable monthly premium for single and, if desired, family coverage.
- (c) If an employee is recalled, the amount of accumulated sick leave days that the employee had as of the effective date of the layoff shall be restored.
- (d) Upon recall, the employee's seniority shall be adjusted by the length of the layoff.

Article IX - Rules and Regulations

The Village may adopt, change or modify work rules. The Village agrees to post or make available in the department, a copy of its applicable work rules where such rules exist in writing. Whenever the Village changes work rules or issues new rules applicable to employees, the Union will be given at least five (5) days prior notice, absent emergency, before the effective date of the work rules in order that the Union may discuss such rules with the Village before they become effective if the Union so requests. Work rules shall be equitably applied under similar circumstances and shall not conflict with any specific provision of this Agreement. The Village and the employees shall fully adhere to the rules and regulations of the department until such time as they are changed or altered in writing.

Article X - Secondary Employment

Section 10.1 - Request to Engage in Secondary Employment

Employees seeking secondary employment shall make their request to the Chief of Police. Any secondary employment must comply with the policies outlined in the Village's Human Resources Manual. Such requests shall be considered on a case-by-case basis and shall not be arbitrarily or unreasonably denied.

Section 10.2 - Compliance with Department Rules and Regulations

Employees engaged in secondary employment shall comply with departmental rules and regulations and may be subject to discipline.

Article XI - Personnel Files

The Village agrees to abide by the lawful requirements of the “Personnel Record Review Act,” 820 ILCS 40/1 – 40/13 as amended. An employee may file and process a grievance alleging a violation of this Section. However, such grievances cannot be appealed to arbitration.

Article XII - Residency

Bargaining unit employees must maintain their primary residence within the State of Illinois.

Article XIII - Clothing Allowance

Section 13.1 – Annual Clothing Allowance

The Village shall provide an annual clothing allowance of six hundred fifty dollars (\$650.00) upon the effective date of this contract to those employees whom the Police Chief, in his discretion, decides should wear uniforms. This clothing allowance shall pertain to all uniform apparel that the Police Chief designates from time to time for a particular bargaining unit job title.

Replacement of torn or worn out items will be approved upon inspection by the Police Chief or his designee. A carry-over amount not to exceed two-hundred dollars (\$200.00) will be allowed from one fiscal year to the next, provided an employee will not be permitted to spend more than two-hundred dollars (\$200.00) more than the annual clothing allowance in any one fiscal year for approved clothing.

Section 13.2 – Quartermaster System

Nothing in this Article shall preclude the Village from providing uniforms through a quartermaster system. If the Village should implement such a system, the parties agree to meet and renegotiate the amount of clothing allowance for the related items contained in this contract.

Section 13.3 – Personal Appearance

The parties agree that each employee is responsible for using the clothing allowance in such a manner as to always be dressed in accordance with Departmental rules and regulations regarding personal appearance.

Article XIV - Non-Discrimination

Section 14.1 - Discrimination Based on Protected Categories

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner prohibited by law because of race, sex, creed, religion, color, marital status, age, national origin, political affiliation and/or beliefs, mental and/or physical disability. However, violations of this section cannot be appealed to arbitration.

Section 14.2 - Discrimination Based on Union and/or Protected Concerted Activity

The Village and Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by this Agreement, or in the exercise of any protected activities, or on account of membership or non-membership in the Union.

Section 14.3 - Gender

For the purpose of this agreement, the masculine gender shall include the feminine, and the feminine shall include the masculine, unless otherwise stated to the contrary.

Article XV - Hours of Work and Overtime

Section 15.1 – No Guarantee of Work

This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement and shall not be construed as a guarantee of work per week. Nothing contained herein shall be construed as preventing the Village from restructuring the normal workday or workweek for the purpose of promoting the efficiency of departmental operations.

Section 15.2 – Normal Work Day and Work Hours

The normal work day for employees shall be as follows:

- A. Full-time Community Service Officers (“CSO”) shall work an 8.5 hour shift, and receive one (1) thirty (30) minute meal period (15 minutes of which is paid) and one (1) fifteen (15) minute paid break, both of which will be scheduled and taken with the approval of a supervisor. The normal shifts for CSOs are 06:45 to 15:15 and 14:45 to 23:15.
- B. Full-time Police Property Clerks shall work an 8.5 hour shift, and receive one (1) thirty (30) minute unpaid meal period and two (2) fifteen (15) minute paid breaks, both of which shall be scheduled and taken with the approval of a supervisor. The normal shift for Property Clerks is 07:30 to 16:00.
- C. Full-time Police Records Clerks shall work an 8.5 hour shift, and receive one (1) thirty (30) minute unpaid meal period and two (2) fifteen (15) minute paid breaks, both of which shall be scheduled and taken with the approval of a supervisor. The normal shift for Records Clerks is 08:00 to 16:30.
- D. Full-time Police Front Desk Clerks shall work an 8.5 hour shift, and receive one (1) fifteen (15) minute unpaid meal period and two (2) fifteen (15) minute paid breaks, both of which will be scheduled and taken with the approval of a supervisor. The normal shifts for Front Desk Clerks are 06:30 to 15:00 and 14:45 to 23:15.
- E. The normal workday and work hours for part-time employees will be set at the discretion of the Chief of Police or his designee. For purposes of this agreement, a part-time employee is defined as one who is regularly scheduled to work less than forty (40) hours per calendar week. Part-time employees who work between three (3) to five (5) hours per work day shall receive one fifteen (15) minute paid daily break. Part-time employees who work more than five (5) hours per work day shall receive the equivalent of two (2) fifteen (15) minutes paid daily breaks for a total of one-half (1/2) hour paid break time per work day. The break periods shall be scheduled at the Village’s discretion.

Employees who are required to work during their meal period shall have such time treated as hours worked for the purposes of computing overtime under this Agreement.

Section 15.3 – Modification of Shift Schedules and Work Hours

(a) The normal work hours assigned to employees shall be posted on the Union bulletin board in a conspicuous location or otherwise made known to the employees. The current shift schedule now in effect shall remain in effect until proper notification is made by the Chief of Police or his designee as described in paragraph (c) of this section.

(b) Should it be necessary in the interest of efficient operation to change shift schedules or assign special working hours to individual employees, the Chief of Police or his designee shall provide notice of at least twenty-four (24) hours where practicable of said change to the effected employee(s). Such changes shall not be made for disciplinary reasons.

(c) For any change that will affect a majority of bargaining unit members, a notice of five (5) days will be given prior to such change taking effect. The Police Chief or his designee shall meet with the Union, if requested, to discuss the reasons for such a change.

Section 15.4 – Shift Selection for Community Service Officers

For Community Service Officers, selection of shifts shall be chosen on the basis of a seniority bid system based upon total length of service as an employee with the department. Shifts shall be bid according to the following timetable:

<u>Date of Bid</u>	<u>For Period Covering</u>
May 1	June 1 to August 31
August 1	September 1 to January 31
January 1	February 1 to May 31st

However nothing in this section is to be construed as a limit on the Village’s right to change the aforementioned bidding system.

Should the Village contemplate such a change, the Chief of Police or his designee shall notify the Union of such change, absent emergency or legitimate operational conditions warranting immediate change, at least thirty (30) days prior to the change taking effect; and upon written request from the Union, the Police Chief or his designee shall meet with authorized representatives of the Union to discuss such change. The discussions may be continued to another date within the thirty (30) day period by the Union for the purposes of developing an alternative proposal for consideration by the Chief of Police. The thirty (30) day time period may be extended by mutual agreement of the parties. The final schedule implemented, however, shall be the sole determination of the Chief of Police or his designee.

If a change to a twenty-eight (28) day rotation is determined to be in the best interest of the department by the Police Chief, assignment to the initial shifts will be allowed according to department seniority.

Upon hire, the Chief of Police will assign Front Desk Clerks to work on a designated shift. There is no shift bidding system for Front Desk Clerks.

Section 15.5 – Overtime Pay and Compensatory Time

(a) Overtime hours shall be considered as hours worked in excess of the normal work week, when worked upon specific direction or approval of the immediate supervisor and shall be paid at the rate of one and one-half (1-1/2) times the employee's straight time hourly rate.

(b) In situations where it is determined to be in the best interests of the Village and mutually agreed by the Village and the affected employee, the Village shall grant compensatory time off in lieu of overtime payment at a time and one-half (1-1/2) rate, up to a rolling maximum of eighty (80) hours for full-time Records Clerks and eighty (80) hours for full-time Front Desk Clerks and full-time Community Service Officers. In such situations, compensatory time shall be granted at such times and in such time blocks as are mutually agreed upon between the involved employee and his supervisor; permission to utilize compensatory time off shall not be unreasonably denied by the supervisor if operating requirements will not be adversely affected.

(c) In order to be eligible to receive overtime compensation, an employee must receive payment for the entire normal work week, i.e., hours worked or paid if worked.

Section 15.6 – Call Backs

An employee who is called back to work after having left work shall receive a minimum of two (2) hours pay at overtime rates, as provided in Section 15.5 above, unless the time extends to his regular work shift or unless the individual is called back to rectify his own error that could not otherwise be corrected during his next duty shift.

Section 15.7 – Overtime Assignments

The Chief of Police or his designee(s) shall have the right to require overtime work and employees may not refuse an overtime assignment. In non-emergency situations, the Chief or his designee shall attempt to obtain volunteers beginning with the most senior employee in the particular job title in which the Chief believes overtime work is needed. If no volunteers are available, then the most junior employee from the off-going shift shall be required to work the overtime. However, volunteers will not necessarily be selected in emergency or special circumstances where an on-duty employee is working on an ongoing task. Also, specific employees may be selected for special assignments based upon specific skills, ability and experience they may possess.

An employee may submit a written statement to his supervisor, waiving any right to be called or considered as a volunteer for overtime for a given calendar year. Such a waiver shall not relieve the employee from working overtime when assigned to do so, but shall excuse the Village from contacting the employee when seeking volunteers for overtime work. An employee will not

suffer any adverse employment action as a result of waiving his right to be considered as a volunteer for overtime under this paragraph.

The parties agree that the sole remedy for assigning the wrong employee to an overtime assignment shall be that the employee(s) who should have received the overtime assignment will be offered the next available overtime assignment.

Section 15.8 – No Pyramiding

Compensation shall not be paid (or compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

Section 15.9 - Training Pay

An employee who is assigned to provide training shall receive an additional \$1.00 per hour to their hourly wage for any hours worked training another employee within a scheduled work day.

15.10 – Court Pay

Employees who would otherwise be off-duty shall be paid their regular straight-time hourly rate of pay for all hours worked when appearing in court on behalf of the Village or when preparing for an off-duty court appearance when in the presence of a prosecuting attorney; off-duty lunch periods shall not be counted toward hours worked. Employees will be paid a minimum of four (4) hours at their straight time hourly rate for all off-duty court time worked outside regularly scheduled hours in a single day or actual time spent, whichever is greater, except in instances where the employee has separate court case appearances in the morning and the afternoon where the employee shall receive the appropriate court time minimum for each appearance. If employees are required to appear in court through lunch, the fifth hour of pay shall commence at 12:00 noon or the courts afternoon starting time. The issue of the fifth hour shall only apply to an afternoon continuance of a morning case. Notwithstanding the foregoing, in those instances where a court appearance occurs within three (3) hours of the start of the employee's scheduled work shift court pay shall be three (3) hours at the straight time hourly rate.

15.11 – Call-In Pay

An off-duty employee required to call in to the Department or the States Attorney's Office regarding a pending court case on his or her regularly scheduled day off ("RDO") shall receive the equivalent of two hours pay, at straight time per day (or 3 hours of compensatory time at straight time, at the employee's option), provided the employee is not called into court for that appearance.

An off-duty employee required to call in to the Department or the States Attorney's Office regarding a pending court case (on a day other than the employee's RDO) shall receive the equivalent of two hours pay, at straight time per day (or 2 hours of compensatory time at straight time, at the employee's option), provided the employee is not called into court for that appearance.

Notwithstanding the foregoing, should the employee be required to attend morning court hearing, or already be in attendance at morning court, payment shall be made for the court appearance, the call-in, if for a different court case than the court appearance in the morning.

Article XVI - Strikes and Lockouts

Section 16.1 - No Strike

Neither the Union, its officers, agents or any employee shall during the life of this Agreement instigate, authorize, encourage, participate in, promote or condone any strike, sympathy strike, slowdown, sit down, concerted work stoppage, concerted refusal to perform overtime or other work, concerted mass absenteeism, refusal to cross a picket line, or any other concerted interruption or disruption of the Village's operations, regardless of the reason for doing so.

Section 16.2 - Union Obligations Under this Article

In the event of a violation of Section 16.1 of this Article, the Union shall immediately disavow such action and request the employees to return to work, and shall use its best efforts to achieve a prompt restoration of normal operations, including but not limited to immediately notifying all employees that such actions are prohibited, and ordering all bargaining unit employees to return to work. All employees who hold a position of authority in the Union, occupy a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article.

Section 16.3 - No Lockout

So long as there is no violation of Section 16.1, the Village will not lock out any employee during the term of this Agreement as a result of a labor dispute with the Union.

Section 16.4 - Discipline of Strikers

Any employee who violates the provisions of Section 16.1 of this Article shall be subject to disciplinary action, up to and including discharge. Any disciplinary action taken by the Village against any employee who participates in an action prohibited by Section 16.1 of this Article shall not be subject to the provisions of the grievance and arbitration procedure, except that the issue of whether an employee in fact engaged or participated in a prohibited action shall be subject to the grievance and arbitration procedure.

Section 16.5 - Judicial Restraint

Nothing contained herein shall preclude either party from obtaining judicial restraint and damages in the event that the other party violates this Article.

Article XVII - Discipline

Section 17.1 - Discipline

Non-probationary employees shall be disciplined only for just cause. Probationary employees may be disciplined without just cause. The Village shall follow the principles of progressive and corrective discipline, however, circumstances may arise where a specific incident may justify immediate and/or severe disciplinary action without following the standard progressive disciplinary steps.

Section 17.2 – Manner of Discipline

If the Village has reason to discipline an employee, it will attempt to do so in a manner that will not unduly embarrass the employee before other fellow employees or members of the public.

Section 17.3 - Union Representation

An employee shall be entitled to request the presence of a fellow bargaining unit employee or non-employee Union representative at any pre-disciplinary investigatory interview, which the employee reasonably believes may lead to his own discipline. The Employer will permit the employee reasonable time to secure the presence of a bargaining unit employee and/or non-employee Union representative, provided the presence or unavailability of such employee or representative does not unreasonably delay such investigatory interview.

Article XVIII - Vacations

Section 18.1 – Vacation Accrual Schedule

Full-time employees shall accrue vacation on a bi-weekly basis according to the following schedule:

<u>Years of Service</u>	<u>Accrual Rate</u>	<u>Total Hours</u>
1 - 4 years	3.1	80 hours
5 - 8 years	4.6	120 hours
9 - 17 years	6.2	160 hours
18 + years	7.7	200 hours

Part-time employees as defined in Section 15.2(E) of this Agreement shall accrue vacation on a bi-weekly basis at a rate of 0.0385 times all hours actually worked in a particular pay period.

Section 18.2 –Vacation Use by New Employees

Employees shall start to accrue vacation credit upon hire. Vacation time may not be taken during the first six (6) months of employment.

Section 18.3 – Vacation Pay

The rate of vacation pay shall be the employee’s regular straight time hourly rate in effect at the time the vacation is taken.

Section 18.4 – Maximum Vacation Accrual

Employees may carry over up to two hundred and forty (240) hours of earned but unused vacation time from one calendar year to the next. Any vacation hours in excess of 240 on December 31 will be considered lost by the employee. All requests for vacation must be approved by the Police Chief or his designee and shall only be granted in increments of four (4) hours or more.

Section 18.5 – Vacation Leave Scheduling

Employees must submit a vacation request to their immediate supervisor as far in advance as possible. For requests involving five (5) or more days of vacation leave, an employee must submit the request at least thirty (30) calendar days in advance of the first day of requested leave. For requests involving less than five (5) days of leave, an employee must submit the request at least ten (10) calendar days in advance of the first day of requested leave notice (requirements may be waived in the Employer’s sole discretion).

Absent extenuating circumstances, leave requests from Front Desk Clerks for less than five (5) days will be granted as long as there is a qualified full-time or authorized part-time (i.e., permitted to work overtime) bargaining unit employee who voluntarily covers the requested time off. Volunteers will be solicited according to departmental past practice. Absent extenuating circumstances, leave requests from Front Desk Clerks for five (5) days or more will be granted as long as no other Front Desk Clerk has been scheduled (or is anticipated to be scheduled) off within the same requested time period.

All subsequent requests in compliance with the notice requirements shall not be denied where other bargaining unit members are available to cover the requested time off. For all other bargaining unit employees, the scheduling and approval of vacation requests will be in accordance with current departmental policy.

Section 18.6 – Vacation Payout Upon Resignation

In the event an employee resigns his employment with the Village and has completed one full year of continuous service, the employee shall be eligible for payment of all accrued vacation. The Village requires a written notice of resignation at least ten (10) working days prior to the effective date of the resignation. Employees who fail to give such notice without good reason shall not receive payment of any accrued vacation leave.

Article XIX - Holidays

Section 19.1 – Holidays Observed

The following days are paid holidays for eligible employees:

New Year's Day
Martin Luther King Jr.'s Birthday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
The Day Following Thanksgiving
Christmas Eve
Christmas Day
Floating Holiday

For the purpose of this Article, if one of the above holidays falls on a Saturday, it shall be observed on the preceding Friday; and if one of the above holidays, falls on a Sunday, it shall be observed on the following Monday.

The "Floating Holiday" described above is available to both full-time and part-time employees after having completed six (6) months of employment.

Section 19.2 – Holiday Pay Eligibility Requirements

In order to be eligible for holiday pay, an employee must work the employee's regularly scheduled work day immediately preceding and immediately following the holiday, unless the employee is on a previously authorized absence, or can provide proof of illness or an otherwise acceptable absence. In the event the Village is not satisfied with the proof provided, a physician's report shall be required. Said physician's report shall not be unreasonably required.

Section 19.3 – Amount of Holiday Pay

(a) **Full-Time Employee Holiday Pay.** Full-time employees who are not assigned to work on a holiday shall receive the day off at their regular rate of pay based on their normally scheduled hours as described in Section 15.2 of this agreement (*e.g.*, a CSO would receive eight and a quarter (8.25) hours of pay at his regular rate without having to actually work). If full-time

“shift” employees are assigned to work on a holiday, then such employees will be paid at their regular rate of pay for each hour actually worked on the holiday, in addition to the holiday pay described in the preceding sentence. If full-time “non-shift” employees are assigned to work on a holiday, then such “non-shift” employees will be paid twice their regular rate of pay for each hour actually worked on the holiday, in addition to the holiday pay described in the first sentence of this subsection.

(b) Part-Time Employee Holiday Pay. Part-time employees receive holiday pay in the following manner:

- Non-shift part-time employees (*e.g.*, Police Records Clerks) who are not assigned to work on a holiday shall receive the day off at their regular rate of pay based on their normally scheduled work hours for that day. If non-shift part-time employees are assigned to work on a holiday, then such employees will be paid at their regular rate of pay for each hour actually worked on the holiday, in addition to the holiday pay described in the preceding sentence.
- Shift part-time employees (*e.g.*, Front Desk Clerks) who are not assigned to work on a holiday shall receive the day off along with 5.25 hours at their regular rate of pay. If shift part-time employees are assigned to work a full shift on a holiday, then such employees shall be paid at their straight time rate for each hour worked during the shift, plus an additional 8.25 hours of holiday pay. If shift part-time employees are assigned to work less than a full shift on a holiday, then such employees shall be paid at their straight time rate for each hour actually worked, in addition to the 5.25 hours of holiday pay described in the first sentence of this bullet point paragraph.

Article XX - Sick Leave

Section 20.1 – Purpose of Sick Leave

Sick leave shall not be considered a privilege, which may be used at the employee's discretion, but shall only be approved by the Village in the following situations:

- (a) Actual illness or disability of the employee for which the employee is not receiving benefits under the Workers Compensation or Occupational Disease Acts.
- (b) Medical or dental appointments for the employee, which cannot be scheduled outside of normal working hours, provided that such leave may not exceed four (4) hours for an appointment without the approval of the Chief of Police.
- (c) Absence required by illness or disability of the employee's immediate family, i.e. the employee's parents, spouse, children, stepparents and stepchildren. *For purposes of the birth of a child, the sick leave for disability would extend to the Mother or Father in conjunction with the Family and Medical Leave Act.* Except as otherwise provided herein, no more than six (6) sick days may be used for this purpose in any one calendar year, except in the case of exigent circumstances as approved by the Chief or his designee. Such approval shall be equitably granted to all bargaining unit members under similar circumstances.

Section 20.2 – Sick Leave Accrual Rate

Sick leave shall be accrued by eligible employees on an equal bi-weekly basis beginning with the first day of employment. The rate of accrual is based upon accruing ninety-six (96) hours per calendar year. Full time employees earn 3.69 hours in a bi-weekly pay period. Part-time employees earn sick leave at the rate of 0.0462 times the number of hours actually worked during a bi-weekly pay period.

Section 20.3 – Sick Leave Accumulation

Sick leave may be accumulated. An employee who retires after twenty (20) years of continuous service shall receive payment at their regular rate of pay for twenty-five (25) percent of any sick leave accrued in excess of eight-hundred (800) hours.

Section 20.4 – Qualifications for Sick Leave Pay

- (a) An employee to qualify for sick leave pay shall report any illness or disability to the immediate supervisor at least sixty (60) minutes prior to the employee's regular starting time. Upon return to work the necessary leave slip shall immediately be completed. In the case of suspected sick leave abuse, the Village may require a physician's report to confirm the employee's absence from work and/or his ability to continue to work. A physicians' report may also be required to verify any absence of an employee due to an illness or disability of the employee's immediate family. The Village shall not unreasonably or arbitrarily require such physician's reports. However, any time an employee is required to use sick leave for a period exceeding three (3) consecutive work days, a statement from a physician shall be required,

except where such need has been provided to the Department. Such statement shall describe the reason for the absence and, if appropriate, an expected date for the return of the employee to work.

Section 20.5 – Failure to Timely Report Need for Sick Leave

If an employee for whatever reasons fails to notify the immediate supervisor according to the provisions explained in Section 20.4 of this Article, he shall be considered absent without authorization, except for circumstances not in the control of the employee.

Section 20.6 – Fitness-for-Duty Examinations

If there is reasonable cause to believe an employee is not fit for duty, or to return to duty following a lay-off or a leave of absence, the Village may require such employee to have a medical examination and/or psychological examination by a qualified and licensed physician and/or psychologist selected by the Village. All such examinations/tests shall be at the Village's expense. If an employee refuses to cooperate with the Village physician and/or psychologist or refuses to authorize the release of the results of any such examination or test to the Village, then such refusal or lack of cooperation by the employee shall constitute just cause for disciplinary action, up to and including dismissal.

The Village shall be entitled to the results of examinations under this section on the following basis: (a) if the physician/psychologist determines that the employee is fit to perform all of the duties of his position, then such determination shall be made known to the Village, without disclosure of additional examination results; or (b) if the physician/psychologist determines that the employee is not fit to perform all of the duties of his position, then the results of the examination and/or tests shall be confidentially submitted to the Village Police Chief, who may share the results with other Village management representatives with whom the Chief deems it necessary to consult.

The foregoing shall not limit the employee's right to obtain a physical examination and/or a psychological examination from a qualified and licensed physician or psychologist of his own choosing at the employee's own expense or to contest any determinations made by the Village.

Section 20.7 – Light-Duty Assignments

Employees who are physically unable to perform their normal job duties may at the Village's sole discretion be placed on light-duty assignments, if the employee submits a medical release from his physician that confirms his ability to perform such a light-duty assignment.

Article XXI - Miscellaneous Leaves of Absence

Section 21.1 – Discretionary Leave of Absence Without Pay

The Village may grant a leave of absence without pay to any employee, subject to stipulations which are mutually agreed upon. The Village shall require the employee to make a written request setting forth the reason(s) for the leave.

Section 21.2 – Personal Days

(a) Full-time employees shall be granted two (2) Personal Leave Days per calendar year. Part-time employees work less than 27 hours shall be granted eight hours (8) of Personal Leave per calendar year. Part-time employees who work an average of 27 hours per week shall be granted twelve hours (12) of Personal Leave per calendar. The use of Personal Leave Days shall not be taken in increments of less than four (4) hours. Employees may not use Personal Leave Days during their first six (6) months of employment.

(b) There shall be no accrual or payment for any Personal Leave Day not taken within the calendar year.

Section 21.3 – Military Leave

Military leave shall be granted and provided in accordance with applicable law.

Section 21.4 – Crisis Leave

Full-time employees shall be entitled to the use of up to twenty-four (24) hours of Crisis Leave per calendar year. Part-time employees shall be entitled to the use of up to twelve (12) hours of Crisis Leave per calendar year. The use of any Crisis Leave shall require Village approval, and is limited to the following situations:

(a) Death of immediate family member, defined as the employee's spouse (including a spousal relationship authorized by the Illinois Civil Union Act); mother; step-mother; mother-in-law; father; step-father; father-in-law; son; step-son; son-in-law; daughter; step-daughter; daughter-in-law; brother; step-brother; brother-in-law; sister; step-sister; sister-in-law; grandparent; grandparent-in-law; or grandchild. Such leave shall be taken within fourteen (14) calendar days of death or at the time of a memorial service if this falls beyond the fourteen calendar days.

(b) Hospital Admittance of immediate family member, defined as an employee's spouse, child, parent, step-mother, mother-in-law, step-father, father-in-law, step-son, step-daughter, grandparent, and grandchild. Hospital admittance is defined as an overnight stay.

There shall be no accrual or payment for any Crisis Leave not taken within the calendar year.

Section 21.5 – Jury Leave

Employees who are required to serve on a jury shall be compensated at their regular rate of pay for each hour spent on jury duty up to the maximum number of hours the Employee would otherwise have been regularly scheduled to work, excluding any overtime. In order to be eligible to receive compensation for jury duty, the employee shall be required to provide prior notice to his immediate supervisor or department head and the employee must endorse his jury duty check payable to the Village.

Section 21.6 – Family and Medical Leave Act

The Village agrees to comply with the Family and Medical Leave Act of 1993 (FMLA) and the rules and regulations issued in conjunction therewith. Accordingly, any Village policies, orders, rules or regulations applicable to bargaining unit employees, as the same may be changed from time to time by the Village, shall be in accordance with what is legally permissible under the FMLA. Provided, however, before going on the unpaid portion of an FMLA leave, an employee is required to use all accrued unused personal days and all accrued unused vacation leave in excess of forty (40) hours.

Section 21.7 – Charitable Community Service Leave

Once per year, the Village will allow employees to volunteer four (4) hours of their regularly scheduled time to a charitable community service(s). The charitable community service(s) must be with a charitable organization based in Lombard, or another organization as approved by the Village. In order to qualify for such paid leave time, an employee must supply documentation from the charitable organization prior to taking leave time, authorizing the employee to perform work during the designated hours. The employee must also supply documentation from the charitable organization after taking the leave time, confirming that the employee actually performed work during the designated hours.

Section 21.8 – Safe Driving Award Program

Community Service Officers shall be entitled to participate in the Village's safe driving day award program as described in Police Department General Order 26.2.5.

Article XXII -- Insurance

Section 22.1 – Hospital and Major Medical Insurance

The Village agrees to provide hospitalization and major medical insurance for all eligible full-time employees. A full-time employee electing single coverage shall make the following premium contributions per pay period: Ten Percent (10%) of the premium for the plan, *i.e.*, the HMO or PPO.

Premiums for family coverage (*i.e.* the full-time employee and the full-time employee's eligible dependents) shall continue to be shared by the Village and the responsible full-time employee, provided that in addition to existing employee contributions for family premiums, the Village reserves the right to pass along up to thirty-five percent (35%) of any subsequent annual increase in family premium costs (for the plan covering other full-time non-bargaining unit Village employees). The Village shall provide for informational purposes reasonable documentation to show any increase in the employee's share of family coverage. This information is to be made available to the Union when the data is made available to the Village and in no case less than fifteen (15) days prior to implementation. The proposed increase shall be discussed at a Labor-Management meeting if requested by the Union.

The PPO and HMO plans offered to full-time bargaining unit employees shall be modified to provide the same coverage, benefits and co-pays as those provided to full-time non-bargaining unit covered Village employees generally, including drug card co-pays. Thereafter, the Village retains the right to change insurance carriers, HMO's, benefit levels, or to self-insure as it deems appropriate during the remaining term of this Agreement, so long as the new basic level of benefits remains substantially the same.

Section 22.2 – Cost Containment

The Village and the Union agree that cost containment provisions regarding health insurance coverage may be implemented by the Village, so long as the basic level of benefits remains substantially the same.

Section 22.3 – Terms of Insurance Policies to Govern

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

Nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the Village, employee or beneficiary of any employee, and nothing in this Section 22.3 shall relieve the Village of its obligation to provide insurance under Article 22.

Section 22.4 – Life Insurance

The Village shall provide term life insurance for all eligible full-time employees at no cost to the employee in the policy amount of \$100,000.

Section 22.5 – Health Insurance Continuation Upon Resignation or Retirement

Any full-time employee upon resigning or retiring from Village service may choose to continue participation in the Village's health insurance plan(s). This participation shall be in compliance with applicable State law with all monthly premiums being the responsibility of the employee and paid at his sole expense.

Section 22.6 – Dental Insurance

During the term of this Agreement the Village agrees to continue to offer group dental insurance to full-time employees, subject to the terms and conditions of the provider, and to the extent such coverage is reasonably available. All costs for the dental insurance shall be borne solely by the participating full-time employees.

Section 22.7 – Group Vision Insurance

During the term of this Agreement the Village agrees to continue to offer group vision insurance to full-time employees, subject to the terms and conditions of the provider, and to the extent such coverage is reasonably available. All costs for the vision insurance shall be borne solely by the participating full-time employees.

Section 22.8 – IRC Section 125 Plan

During the term of this Agreement, the Village will continue to provide a flexible-spending program to full-time employees, pursuant to Internal Revenue Code, Section 125.

Police Front Desk Clerk	\$20.8317	\$29.6364
Police Records Clerk	\$20.0061	\$29.6364
Community Service Officer	\$20.9881	\$29.8470

For those employees who are employed by the Village on the date that this contract is executed by both parties, and who have not yet reached the maximum of their pay range, the employees shall receive a 2.25% increase in their hourly rate of pay on January 1, 2018 and a 1.50% increase in their hourly rate of pay on January 1, 2019. Such pay raises are contingent on the employees receiving a “meets expectations” on their annual performance evaluation for the previous 12-month period.

Effective January 1, 2020, there will be a wage reopener with a wage increase of no less than a 1.5% increase to their hourly rate subject to reopener conditions described in the paragraph below.

On January 1, 2020, employees who are below the maximum salary or the hourly rate of pay listed in the charts above, shall receive 1.50% pay increases, unless the parties mutually agree to a different amount as part of the wage/salary reopener negotiations. In this respect, the parties will have an opportunity to negotiate a different pay amount for calendar year 2020. This negotiation period will not exceed sixty (60) calendar days, beginning on October 1, 2019. If the parties do not reach agreement by the end of the aforementioned sixty (60) calendar day period on a different pay amount, bargaining unit employees below the maximum salary or the hourly rate of pay listed in the charts above, will receive the 1.50% increases described above for calendar year 2020 with no further recourse. The parties expressly agree that no strike and no lockout provisions described in Article XVI (“Strikes and Lockouts”) of this Agreement will remain in full force and effect throughout the aforementioned meet and discuss period, as well as throughout calendar year 2020. Nothing in this paragraph can or should be construed as entitling the parties to any form of binding dispute resolution (including interest arbitration) as a way to establish wages and salaries for calendar year 2020 under this subsection.

Section 23.2 – Retirement Health Savings Plan

The Village will maintain a Retirement Health Savings Plan offered by the ICMA Retirement Corporation (hereinafter referred to as the “RHS Plan”), or another reputable outside plan provider.

Employee eligibility for participation in the RHS Plan, withdrawals, qualified expenses, benefits provided, and the tax effect of providing those benefits shall all be governed by the terms and conditions set forth in the RHS Plan document, as the same may be changed from time-to-time by the Village or the Plan Administrator.

Employees shall contribute to the RHS Plan the percentage of gross earnings or the flat dollar amount that ICMA establishes from time to time.

It is specifically understood and agreed that the Village shall have no obligation to contribute any monies to the RHS Plan on behalf of any or all full-time employees.

In the event that any portion of the RHS Plan should be held invalid and unenforceable by any court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, such decision or legislation shall only apply to that portion of the RHS Plan rendered invalid or unenforceable, and the remaining portions of the RHS Plan shall remain in full force and effect.

Section 23.3 – Lead Coordinator Pay

In the event the Police Chief in his discretion assigns a bargaining unit employee to serve as a Lead Coordinator, the assigned employee will receive an annual stipend of six hundred (\$600.00), to be paid in a lump sum at the end of the employee's service as a Lead Coordinator. In order to qualify for the Lead Coordinator stipend, an employee must have worked twelve (12) consecutive months as a Lead Coordinator.

Article XXIV - Savings Clause

If any Article or any Section of this Agreement is declared invalid for any reason, such declaration of invalidity shall not affect the other Articles and Sections, or portions thereof, which shall remain valid. The parties shall thereafter attempt to renegotiate the invalidated provision(s) of the Agreement.

Article XXV - Collective Bargaining

This Agreement constitutes the complete and entire Agreement between the parties, and concludes collective bargaining between the parties for its term. The Employer shall have the authority to cancel, modify or otherwise alter prior practices and agreements whether written or otherwise, unless otherwise expressly stated in this Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the full and complete understandings and agreements arrived at by the parties are set forth in this Agreement.

Therefore, the Village and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

The parties agree that should the Employer cancel, modify or otherwise alter prior practices or agreements, not expressly stated in this Agreement, the Union shall have the right to notify the Employer within fourteen (14) calendar days of its desire for impact or effects bargaining. The parties agree to begin such negotiations within ten (10) calendar days of such notice and continue to bargain in good faith for a period of not less than thirty (30) calendar days. The parties agree the Employer shall have the right to temporarily implement the change during the period of such impact or effects bargaining.

Article XXVI – Duration

The Agreement shall be effective as of the day after the contract is executed by both parties (except for the retroactive wage provision found in Section 23.1) and shall remain in full force and effect until 11:59 p.m. on December 31, 2020. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no sooner than one-hundred-twenty (120) nor less than sixty (60) days prior to the anniversary date of this Agreement that it desires to modify or terminate this Agreement.

In the event that such notice is given, negotiations shall begin no later than fifteen (15) days after such notice unless otherwise mutually agreed. This Agreement shall remain in full force and effect during the period of negotiations unless either party notifies the other in writing with not less than ten (10) days' notice of its intent to terminate after December 31, 2020.

Signed and entered into this ____th day of _____, 20____.

For the Union

For the Village

