

**AGREEMENT BETWEEN**

**THE VILLAGE OF FOX RIVER GROVE**

**AND**

**THE METROPOLITAN ALLIANCE OF POLICE**

**FOX RIVER GROVE  
CHAPTER NO. 663**

**May 1, 2014 to April 30, 2018**

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## **PREAMBLE**

This Agreement entered into by the Village of Fox River Grove, Illinois (hereinafter referred to as the "Village" of the "Employer") and the, Metropolitan Alliance of Police Chapter 663, (hereinafter referred to as the "Union" or "Chapter"), is in recognition of the Union's status as the representative of the Village's full-time sworn peace officers below the rank of Sergeant; and has as its basic purpose the promotion of harmonious relations between the Village and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of an entire agreement covering all rates of pay, hours of work, and conditions of employment applicable to the bargaining unit employees. Therefore, in consideration of the mutual promises and agreements contained in this Agreement, and after engaging in collective bargaining as required by the Illinois Public Relations Act, the Employer and the Union do mutually promise and agree as follows:

## **ARTICLE I**

### **RECOGNITION**

#### **Section 1.1 Recognition**

The Village recognizes the Union as the sole and exclusive collective bargaining representative for all employees (hereinafter referred to as “officers,” “employees” or “members”), eligible within the meaning of the Illinois Public Labor Relations Act and as certified by (Case S-RC-12-039), including all full-time sworn peace officers employed by the Police Department of the Village of Fox River Grove in the rank of Patrol Officer, excluding Sergeants and all other supervisory personnel. None of the provisions of this Agreement shall be construed to require either the Employer or the Chapter to violate any Federal or State Laws. In the event any provisions hereof or hereinafter stated shall conflict with any such law, such provision shall be modified to the extent necessary to conform to said laws.

#### **Section 1.2 Fair Representation**

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

#### **Section 1.3 Chapter Officers**

For purpose of the Agreement, the term “Chapter Officers” shall refer to the Chapter’s duly elected president, vice-president, secretary/treasurer.

#### **Section 1.4 Gender**

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

#### **Section 1.5 Labor-Management Meetings**

The Chapter and the Employer agree that, in the interest of efficient management and harmonious employee relations, meetings will be held between no more than three (3) Chapter representatives and the Chief of Police or his designee. Such meetings may be requested by either party by placing in writing a request to the other for a “labor-management meeting” and expressly providing the specific agenda for such conference. Such conferences shall be limited to:

- a. Discussion on the implementation and general administration of this agreement.
- b. A sharing of information of interest to the parties
- c. Safety issues

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

Attendance at labor-management conferences shall be voluntary on a police officer's part and typically, such meetings shall take place during the officer's regular shift.

### **Section 1.6 Representation Time**

A member who is in a representative capacity during his scheduled working hours who attends a meeting between the Chapter and the Employer for the purpose(s) of adjustments of grievances and/or participation in a labor-management meeting shall not suffer a loss in pay because of such attendance.

### **Section 1.7 Supervisors**

Supervisors may continue to perform bargaining unit work which they have historically performed, or is incidental to their duties. They may also perform bargaining unit work in emergency situations and where such work is necessary to train a bargaining unit employee. Such work by supervisors may result from but shall not cause any layoffs of bargaining unit employees.

### **Section 1.8 Probationary Period**

All newly employed full-time police officers shall serve a probationary period of eighteen (18) months. Time absent from work in excess of thirty (30) days in any twelve-month period shall not apply toward completion of the probationary period. During the probationary period, the officer shall be an employee at-will and may be disciplined or discharged without notice and without cause. With respect to discipline, the grievance procedure shall not be available to a probationary police officer. The Chief of Police, in his discretion, may extend the probationary officer's probationary period an additional six (6) months based on the performance of the probationer.

At the Village's discretion, newly hired officers with prior law enforcement experience may have a probationary period of twelve (12) months subject to the terms in the paragraph above.

### **Section 1.9 Subcontracting**

The Village shall not enter into a contract with another municipality or a private entity pursuant to which the other municipality or private entity furnishes personnel who perform the duties of sworn police officers on a full-time basis. However, the Village reserves the right to hire auxiliary police officers as provided under the Illinois Municipal Code and to enter into contracts with other units of local government pursuant to which the other units of local government provide auxiliary police officers to assist in traffic and crowd control during special

events or in times of emergency. The Village may employ part-time officers up to an aggregate total of 2,500 hours per fiscal year.

## ARTICLE II

### MANAGEMENT RIGHTS

The Village shall not be required to bargain over matters of inherent managerial policy, which shall include, but not be limited to, such areas of discretion or policy as the functions of the Village, standards of services, its budget, the organization structure, selection of new employees and as otherwise provided for in this Section.

All rights, powers, functions, and authority which the Village had prior to the signing of this Agreement are retained by the Village except those rights, powers, functions or authority which are expressly and specifically abridged, modified or limited by this Agreement or the Illinois Public Labor Relations Act, and only to the extent so specifically and expressly abridged, modified or otherwise limited as mandatory subjects of bargaining. The rights which are vested exclusively in the Village, except as abridged by a specific provision of this Agreement, include, but are not limited to, the right: to determine the organization and operations of the Police Department; to determine and change the purpose, composition, and function of each of its constituent departments and subdivisions; to set standards for the services to be offered to the public; to direct the employees of the Department, including the right to assign work and overtime; to determine the budget; to hire, examine, classify, select, promote, train, transfer, assign, and schedule employees; to increase, reduce or change the composition and size of the work force, including the right to lay off employees from duty due to lack of work or funds or other reasons; to subcontract work when necessary or proper; to establish or modify work schedules and to determine the number of and specific hours worked; to establish, modify, combine or eliminate job positions and classifications; to change, modify or introduce new methods, equipment or facilities; to maintain continuity of service, order and efficiency; to require employees to observe published reasonable rules and regulations; to change methods or equipment or practices; to promulgate personnel policies and practices not inconsistent with the express provisions of this Agreement; suspend, discharge or otherwise discipline for just cause and, in connection therewith, to add, delete or alter policies, procedures, rules and regulations; to establish, implement and maintain an effective internal control program; to determine and manage all matters which are not subject to interest arbitration pursuant to Section 14(I) of the Illinois Public Labor Relations Act or about which the Village is not required to bargain in accord with Section 4 of the Illinois Public Labor Relations Act.

The Village shall have the right to take any and all actions as may be necessary to carry out the mission of the Village and the Police Department in the event of civil emergency as may be declared by the President, Village Administrator Police Chief or their authorized designees; and to determine in the sole discretion of the President, Village Administrator, Police Chief, that civil emergency conditions exist, which may include, but are not limited to, riots, civil disorders, tornado conditions, floods or other catastrophes.

## ARTICLE III

### UNION SECURITY AND RIGHTS

#### Section 3.1 Fair Share

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

The Chapter agrees to assume full responsibility to ensure full compliance with the requirements as required by Section 6 of the Illinois Public Labor Relations Act with respect to the constitutional rights of fair share payers.

#### Section 3.2 Dues Check-off

While this Agreement is in effect, the Village shall deduct from each employee's paycheck once each pay period the uniform, regular monthly Union dues for each employee in the bargaining unit who has filed with the Village a voluntary, effective check-off authorization in the form set forth by the Union. The employee shall file copies of this form with the Chief of Police. Such money shall be submitted to the Metropolitan Alliance of Police within fifteen (15) days after the deductions have been made.

A Union member desiring to revoke the dues check-off may do so by written notice to the Village at any time upon thirty (30) days notice. The actual dues amount deducted, as determined by the Union shall be uniform in nature for each employee in order to ease the Village's burden of administering this provision.

If for a given month an employee has no earnings or insufficient earnings to cover the amount of dues deduction, the Chapter shall be responsible for the collection of that employee's dues. The Chapter agrees to refund the employees any amounts paid to the Chapter in error on account of this dues deduction provision.

#### Section 3.3 Union Use of Bulletin Board

The Village will make available space on the bulletin board for the posting of official Union notices or information it deems pertinent to its members.

The Chapter agrees not to post any material that would discriminate against any employee or person as defined in Article IV of this Agreement. Other than in bargaining unit members' department mail boxes, there shall be no distribution or posting of Union notices or any other kind of literature or materials upon the Village's property by employees or by the Chapter except for Union notices and as herein provided.

### **Section 3.4 Indemnification**

The Union shall indemnify, defend and hold harmless Fox River Grove, 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 any action taken or not taken by Fox River Grove for the purpose of complying with the provisions of Sections 3.1 and 3.2; taken in reliance on any written check-off authorization furnished under any of such provisions; and/or in the event of a legal challenge to the Dues Checkoff or Fair Share Agreements (Sections 3.1 and 3.2) provided that such challenge is not initiated or prosecuted by Fox River Grove.

## **ARTICLE IV**

### **NO DISCRIMINATION**

Neither the Village nor the Union shall discriminate against any member in a manner prohibited by law on account of an officer's race, color, religion, national origin, age, sex, marital status, sexual orientation, political affiliation, or Union support or activity or lack of support or activity or upon any other basis prohibited by any State or Federal law.

## **ARTICLE V**

### **GRIEVANCE PROCEDURE**

#### **Section 5.1 Definition**

A "grievance" is defined as a dispute or difference of opinion raised by an employee or the Union against the Village involving an alleged violation of the express written terms of this Agreement.

#### **Section 5.2 Procedure**

A grievance filed against the Village for discipline or an alleged contractual violation shall be processed in the following manner:

**Step 1:**

Any employee who has a grievance shall submit the grievance in writing via electronic mail to the Chief of Police specifically indicating that the matter is a grievance under this Agreement. It is understood between the parties that grievances shall be submitted to the Chief of Police via electronic mail. The grievance shall contain a completed statement of the facts, the provision or provisions of this agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than ten (10) calendar days from the date of the occurrence of the matter giving rise to the grievance or within ten (10) 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 immediate supervisor shall render a written response to the grievance within ten (10) calendar days after the grievance is presented.

**Step 2:**

If the grievance is not settled at Step 1 and the employee, or the Union if a Union grievance, wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted via electronic mail to the Village Administrator or his designee within ten (10) calendar days after receipt of the Village's answer in Step 1, or within ten (10) calendar days of the time when such answer would have been due. This written grievance shall set forth the facts and circumstances and shall state the reasons for believing that the grievance was improperly denied in Step 1. The Village Administrator or his designee shall investigate the grievance and, in the course of such investigation shall offer to discuss the grievance within ten (10) calendar days with the grievant and an authorized union 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 Village Administrator or his designee shall provide a written answer to the grievant, or to the Union if a Union grievance, within ten (10) calendar days following their meeting.

**Section 5.3 Arbitration**

If the grievance is not settled in Step 2 and the Union wishes to appeal the grievance from Step 2 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within fifteen (15) business days of receipt of the Village's written answer as provided to the Union at Step 2:

- A. The parties shall attempt to agree upon an arbitrator within fifteen (15) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said fifteen (15) 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. The parties shall alternately strike names from the panel of arbitrators. The Union shall strike the first name from the panel. The person remaining shall be the arbitrator.

- 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 Union and Village representatives.
- C. The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union retain the right to employ legal counsel.
- D. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- 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 requested by both parties, shall be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses (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 Limitations on Authority of Arbitrator**

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the questions of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement.

The arbitrator shall be empowered to determine only the issue raised by the grievance submitted in writing. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is in any way contrary to or inconsistent with applicable laws or rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties, and responsibilities of the Village under law and applicable court decisions. The costs of the arbitration, including the fee and expenses of the arbitrator and the cost of the court reported and a written transcript, if any, shall be divided equally between the Village and the Union. Each shall be responsible for compensating its own representatives and witnesses. Any decision or award of the arbitrator rendered within the limitation of this Section 5.4 shall be final and binding upon the Village, the Union, and the employees covered by this Agreement.

With respect to disciplinary matters, it is also agreed between the parties that: Any opinion concerning a matter or issue subject to the jurisdiction of the Fox River Grove Police and Fire Commission. It is further agreed that the Chief of Police or designee and the Village or its agents "waive" and shall no longer possess any right to file charges and/or discipline against any bargaining unit members for review, processing or implementation by the Fox River Grove

Police and Fire Commission. The parties specifically agree that all employees covered by this Agreement “waive” and shall no longer possess any right to have any discipline which is imposed upon them reviewed, processing or implemented by the Fox River Grove Police and Fire Commission. Pursuant to Section 15 of the IPLRA and 65 ILCS § 10-2.1-17, the parties have negotiated an alternative procedure based upon the grievance and arbitration provisions of this Agreement, and the foregoing provisions with respect to the appeal and review of any suspension or discharge decisions shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be the Rules and Regulations of the Fox River Grove Police and Fire Commission. The Chief of Police has the authority to impose disciplinary action, up to and including termination upon sworn members of the Police Department who are members of the bargaining unit. **It is understood by all parties, that as of May 1, 2012, the Village of Fox River Grove does not have a board of fire and police commissioners (BFPC). Should the Village elect to create said BFPC, or meet the statutory requirements for the establishment of the BFPC, it is expressly understood by the Village that this document is the controlling document when dealing with discipline of police officers and disputes concerning discipline. Nothing in the rules and regulations of the BFPC shall allow for the BFPC to gain jurisdiction over a matter expressly addressed in the collective bargaining agreement.**

The parties have agreed as follows with respect to the Board of Fire and Police Commissioners for the Village of Fox River Grove, hereinafter the “Board”, should such board become established:

1. The Board shall have jurisdiction to hear disciplinary appeals for suspensions up to five (5) days. The Board shall then render a decision and order with its findings.
2. The Board **does not** have the authority to increase any discipline imposed by the Chief of Police as provided under statute, rather the Board can sustain the discipline, reduce the discipline, or overturn the discipline. This section is intended to limit the Board’s authority under Illinois law and shall supersede any ordinance or resolution passed to give authority to the Board to increase any disciplinary actions imposed by the Chief of Police.

### **Section 5.5 Time Limit for Filing**

No grievance shall be entertained or processed unless it is submitted at Step 1 within ten (10) calendar days after the occurrence of the event giving rise to the grievance or within ten (10) 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. A “business day” is defined as a calendar day exclusive of Saturdays, Sundays, or holidays recognized by the Village. If a grievance is not presented by the employee or the Union within the time limits set forth above, it shall be considered “waived” and may not be further pursued by the employee or the Union. 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 Village’s last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

## **ARTICLE VI**

### **SENIORITY**

#### **Section 6.1 Seniority**

Seniority for the purposes of this Agreement shall be defined as a police officer's length of continuous full time service with the police department. Seniority shall not include periods of unpaid leave time, other than as required by law. If two (2) police officers are hired on the same date, the older officer shall have seniority.

#### **Section 6.2 Purpose of Seniority**

Seniority shall be used for determining and selecting various rights and privileges among and between bargaining unit members selection for extra duty, days off, first choice of hire back and vacation selection between and among bargaining unit employees and for no other purpose.

#### **Section 6.3 Seniority Lists**

An updated seniority roster shall be posted as needed (new employee is hired, etc...), and a copy thereof shall be given to the Chapter. In the event that any event occurs which the Employer views as modifying the seniority of any member, the Employer agrees to advise the Chapter of such event. Disputes as to seniority shall be resolved through the grievance procedure.

#### **Section 6.4 Termination of Seniority**

Seniority shall be terminated upon the occurrence of one of the following:

- (a) voluntary resignation;
- (b) discharge;
- (c) suspension greater than 30 days;
- (d) absence from active employment (except for work related disability leave) for a period equal to the police officer's length of service or one (1) year, whichever is less;
- (e) retirement;
- (f) receipt of a disability pension
- (g) falsifies the reason for a leave of absence;

- (h) working full time during a leave of absence without the written approval of the Police Chief,
- (i) fails to report with or without prior notice for work for two (2) consecutive working days except when it is determined that the circumstances were clearly beyond the employee's control;
- (j) fails to report to work at the conclusion of an authorized leave of absence or vacation except when it is determined that the circumstances were clearly beyond the employee's control;
- (k) is laid off for longer than one (1) year and/or fails to report to work after having been recalled.

Full seniority rights shall be reinstated under the following conditions: (1) a police officer retires due to disability and is later certified by the Police Pension Board to be capable of resuming his duties and is returned to work by the Police Chief; (2) a police officer is dismissed and later reinstated by a court of competent jurisdiction; and subject to Section 6.5 if applicable.

In circumstances where the employee is covered under the Family Medical Leave Act (FMLA) and the employee is eligible for FMLA leave, but does not have any paid benefit leave, the employee shall not suffer a loss of seniority until the FMLA time is exhausted.

#### **Section 6.5 Recall**

Police officers who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, former police officers who are still on the recall list shall be recalled, in order of seniority, meaning the most senior officer gets recalled first followed by the next in seniority, provided they are fully qualified and eligible to perform the work of a police officer in the Village. Former police officers who are eligible for recall shall be given ten (10) calendar days' notice of recall and notice of recall shall be sent to the police officer by certified or registered mail with a copy to the Union provided that the police officer must notify the Police Chief or his designee of his intention to return to work within three (3) business days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the police officer, it being the obligation and responsibility of the police officer to provide the Police Chief or his designee with his latest mailing address. If a police officer fails to timely respond to a recall notice his name shall be removed from the recall list.

## **ARTICLE VII**

### **EMPLOYEE AND OTHER STATUTORY RIGHTS**

#### **Section 7.1 Bill of Rights**

The Village agrees to abide by the requirements of the "Uniform Peace Officers' Disciplinary Act," 50 ILCS 725/1 *et seq.*

#### **Section 7.2 Personnel Files**

The Village also agrees to abide by the requirements of the "Personnel Record Review Act," 820 ILCS 40/1 *et seq.*

#### **Section 7.3 Legal Defense**

The Village will continue, for the life of this Agreement, its current policy of insuring, defending, and providing representation to officers sued for actions taken within the scope of their authority, where the officer cooperates with the Village in defense of the action. This Article shall neither add to nor detract from an officer's current protection as now provided by the Village or the Illinois Statutes.

#### **Section 7.4 Representation**

The Village agrees that all employees shall be afforded "Weingarten Rights" under the Illinois Public Labor Relations Act.

#### **Section 7.5 Public Employee Disability Act**

The Village agrees to abide by the requirements of the Public Employee Disability Act, 5 ILCS 345/1, *et seq.*

## **ARTICLE VIII**

### **DISCIPLINE**

#### **Section 8.1 Notice of Disciplinary Action**

The Chief of Police or his designee shall notify an officer, in writing, of any written reprimand, suspension, or dismissal. The notice of discipline shall include a brief statement indicating the reason(s) for the discipline. The Village recognizes the principles of progressive and corrective discipline. Officers shall be disciplined for "just cause" only.

### **Discharge/Termination**

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

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

### **Grievances Regarding Discipline**

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

#### **Part 1. Exclusivity of Disciplinary Procedures**

This Agreement is intended to modify or supersede the hearing rights and procedures afforded to employees as to disciplinary action provided by 65 ILCS 5/10-2.1-17. Pursuant to Section 15 of the IPLRA 5 ILCS 315/15, the provisions of this Article with respect to discipline and the appeal and review of discipline shall be in lieu of, and shall expressly modify, supersede, or preempt, any contrary provision that might otherwise be applicable under 65 ILCS 5/10-2.1-17. All disciplinary action shall be subject to this Article.

#### **Part 2. Disciplinary Procedure Savings Clause**

Should any provision of this Article XVI be found by a court of law or the Illinois Labor Relations Board to be unlawful, unenforceable, or not in accordance with applicable constitutional provisions, laws, statutes, and/or regulations of the United States of America and/or the State of Illinois, the rights and procedures afforded to employees with respect to disciplinary action shall be those provided by 65 ILCS 5/10-2.1-17 until or unless a different provision is instituted pursuant to good faith negotiations conducted pursuant to Article XXIII of this Agreement.

### **Section 8.2 Written Reprimand**

In cases of written reprimand, notation of such reprimand shall become part of the employee's personnel file and a copy given to the employee. Oral reprimands may be memorialized in writing and placed in the employees personnel file.

**Section 8.3 Limitation**

The Village’s recognition of the principles of progressive and corrective disciplinary action does not prohibit the Village in any case from imposing discipline which is commensurate with the severity of the offense. The Village shall notify both the employee and Chapter in writing of disciplinary action.

**Section 8.4 No Anonymous Complaints**

No anonymous complaints whether made by private citizens, Fox River Grove Police Department personnel, or representatives of other Village, County, State or Federal agencies, however, the Village will do an informal inquiring and if there is a legitimate basis for the complaint then go to a formal investigation.

**ARTICLE IX**

**PERSONNEL FILES**

**Section 9.1 Notice of Placement in File**

An employee shall be notified when an evaluation, commendation, or record of disciplinary action is placed in his or her personnel file. A copy of an evaluation, commendation, or record of disciplinary action shall be made accessible to the employee within a reasonable time after it is placed in the employee’s personnel file. No citizen’s complaint shall be placed in an employee’s personnel file unless the complaint is accompanied by a specific disciplinary action related to it.

**Section 9.2 Requirement for a Report Related to an Outside Complaint**

No employee who is the subject of a complaint originating with a person outside the Police Department shall be required to write a report on that complaint unless the Chief of Police issues an Internal Complaint based on the outside complaint. Nothing in this Section shall modify or delete any of the provisions of Article VIII.

**Section 9.3 Notification of Investigation**

Upon completion of any investigation of an employee based upon a signed internal complaint or based upon a citizen’s complaint, the Village shall inform the employee in writing regarding the subject matter of the investigation and its disposition.

## **ARTICLE X**

### **MISCELLANEOUS**

#### **Section 10.1 Authority of Police Commission**

The parties hereto expressly recognize the authority of the Commission with respect to hiring and promoting of officers.

#### **Section 10.2 No Strike**

The Union agrees (on behalf of itself and the officers for whom it speaks) not to engage, induce, call, authorize, support, promote, condone or participate in any strike, work stoppage, intentional withholding of services, picketing of the Village of Fox River Grove, slow down, sit in, "blue flu" or "ticket blitz," or other acts or actions having the affect of exhibiting a refusal to work at any time for any reason. Any or all employees who violate any provisions of this Section may be discharged or otherwise disciplined by the Village with normal appeal and hearing rights to the Village of Fox River Grove Police Commission. In the event of a violation of this section of this Article, the Chapter agrees to inform its members of their obligation under this Agreement and to direct them to continue to work.

The Village shall not lock out any bargaining unit employees during the term of this Agreement as a result of a labor dispute with the Chapter. A reduction in force, curtailment of operation or any individual termination or suspension shall not be construed as a "lock out."

#### **Section 10.3 Judicial Restraint**

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

#### **Section 10.4 Medical Examination**

Nothing in this Agreement shall prevent the Village from requiring a medical or psychological examination to determine an employee's fitness for duty, in accordance with law, said examination to be conducted by a qualified and licensed physician or other medical professional selected by the Village. The cost of said examination shall be paid by the Village.

## **ARTICLE XI**

### **HOURS OF WORK AND OVERTIME**

#### **Section 11.1 Application of Article**

This Article is intended only as a basis for calculating overtime payments and nothing in this Agreement shall be construed as a guarantee of hours or work per day or per week. The

parties agree that the five-two work schedule for officers assigned to patrol duties described in Section 11.2 below shall be maintained as is currently in use.

### **Section 11.2 Normal Workweek and Workday**

Except as provided elsewhere in this Article, the normal workday shall consist of eight hours. The normal workday for all covered police officers shall include a one-half (1/2) hour paid lunch. A police officer shall be considered to still be on duty during the officer's lunch period, and will not be entitled to any additional compensation should the officer's lunch period be reduced or eliminated for duty-related reasons. The eight hour shift schedule is as follows:

Midnights:	10:00 p.m. until 06:00 a.m.
Days:	06:00 a.m. until 02:00 p.m.
Afternoons:	02:00 p.m. until 10:00 p.m.

### **Section 11.2(a) Working Schedule**

The Village shall establish the days, work hours and work schedules or work shifts for police officers, which may be changed from time to time by the Village based upon the operational needs of the Police Department, as determined by the Chief. The Village agrees that seniority shall be the principal initial factor in allowing police officers to bid on the shifts they will work and the regular days they will be off. Shift selections shall begin with the most senior police officer picking his/her requested shifts for the entire calendar year. This process will be continued in descending order of seniority to the least senior police officer. When selecting their shifts, police officers shall be required to keep the same regular days off for the entire year. The Chief will have the right to override and assign shifts based upon the operational needs of the department, as determined by the Chief, provided that such right shall not be exercised arbitrarily or capriciously. Before any change is made in a police officer's scheduled work day, work hours or the officer's work schedule, the police officer shall be notified at least seven (7) days prior to the change becoming effective in order to give the police officer and the Union the opportunity to comment on the effect of the change on the employee.

### **Section 11.3 Overtime Pay**

Overtime compensation shall be paid on the same date as the regular wages for the pay period. Compensated time shall include personal days, vacation days (beginning May 1, 2015), and compensatory time as time worked under this provision. Sick leave shall not be included as time worked under this provision. Any hours worked over 80 in a 14 day pay period shall be paid at the overtime rate. The overtime rate is one and one-half times the officer's regular wage.

Officers may elect comp time in place of overtime pay for hours worked at the beginning or end of a regular scheduled shift. Comp time elected in lieu of pay for overtime hours shall be calculated at a rate of 1.5 hours of comp time for every hour of overtime and regulated in accordance with Section 11.12 below.

### **Section 11.4 Court Time**

Employees who would otherwise be off duty shall be paid at the overtime rate of time and one-half (1-1/2) of their regular straight time hourly rate of pay for all hours worked when appearing in court on behalf of the Village in the capacity of a commissioned officer or when preparing for an off-duty court appearance when in the presence of a prosecuting attorney.

Employees will be paid overtime rates for a minimum of two (2) hours for all off-duty court time worked outside regularly scheduled hours in a single day or for actual time spent, whichever is greater. The Village shall make every reasonable effort to give notice to officer in the event that he or she is not needed. If the employee has arrived at the police station for the court appearance and such appearance has been cancelled, the employee will be paid the minimum 2 (two) hours pay at the overtime rate.

### **Section 11.5 Call Back Pay**

An employee called back to work after having left work shall receive a minimum of two (2) hours pay at overtime rates. Employees required to attend departmental meetings scheduled by the Chief of Police, or his designee, shall receive a minimum of two (2) hours of pay at overtime rates.

### **Section 11.6 Scheduled Overtime**

When staffing is needed for a given shift, the selection shall be in the following manner: The Chief of Police or his designee shall post the overtime opportunity in the squad room next to the schedule. Said overtime opportunity shall be posted via the Village electronic mail system. Officers shall have the opportunity to sign up for the overtime shift by seniority. If no officer volunteers to work the overtime, the officer who is next on the mandatory overtime sheet shall work the overtime subject to Section 11.6(a). Sergeants and other supervisory personnel are specifically excluded from overtime selection unless all eligible bargaining unit members have refused the opportunity or it is an emergency situation.

#### **Section 11.6(a) Mandatory Overtime**

Officers shall be required to work mandatory overtime should no other officer be available to work a scheduled or emergency overtime shift. Such mandatory call-in shall be in reverse seniority order, meaning the least senior officer will be ordered in first, depending on scheduling of the next shift and whether vacation or other benefit time is being utilized. Once an officer is ordered in for mandatory overtime, their name goes to the bottom of the list until it is their turn again.

#### **Section 11.6(b) Emergency Overtime**

Emergency overtime shall be defined as an overtime opportunity that arises less than 72 hours prior to the shift. In such an event, the Chief of Police or his designee shall have the

authority to order an officer to work the shift subject to Section 11.6(a) or utilize part-time or supervisory staff to cover the overtime.

### **Section 11.7 No Pyramiding**

Compensation shall not be paid more than once for the same hours under any provisions of this Article or Agreement. Except that while on sick leave or approved leaves (holiday, vacation, or compensatory time) officers shall be compensated according to the terms of this agreement when attending court, call-outs, etc...

### **Section 11.8 Standby Time**

When an officer is on standby for court for either the morning standby and/or the afternoon standby, one (1) hours per standby will be submitted by the officer to be compensated for one (1) hours of compensatory time ("Comp Time") to be used upon advance approval of the Police Chief or his designee. The officer shall receive these one (1) hours of Comp Time in lieu of pay. Comp Time will be approved subject to advance notice of 24 hours and the availability of coverage by a part-time officer. In the event, an officer is unable to provide 24 hours notice, use of Comp Time may be granted upon approval of the Police Chief or his designee subject to availability of coverage by a part-time officer.

Upon separation or termination, any unused Comp Time shall be paid out at the applicable straight hourly rate of pay. If an officer is called or notified by 4:30 p.m. the day before his or her standby time is scheduled that he is no longer needed in court, there will be no standby time compensated. Standby time will not apply for purposes of computing overtime.

### **Section 11.9 Special Units**

Additional compensation shall be provided to officers selected as Field Training Officers (FTO's) in the amount of \$1.00/hour in addition to their hourly rate when on duty as an FTO.

### **Section 11.10 Temporary Duty Trades**

Subject to the approval of the Chief of Police or his designee, which approval will not be unreasonably denied, officers shall be permitted to exchange duty shifts so long as:

- a. the exchange is made and repaid within the same pay period and does not result in additional overtime compensation being paid to any of the officers involved in the shift exchange;
- b. the officer requesting the exchange provides the Chief or his designee with the reason for the request;
- c. not more than seven (7) days or longer within the Chief's discretion;
- d. request in advance to the Chief or his designee in writing.

### **Section 11.11 Procedure for Shift Bidding**

The bidding for shift shall be done by seniority in each individual unit. The Village shall post the shift bidding list by November 1<sup>st</sup> of each calendar year, employees shall have until December 1<sup>st</sup> of each year to make their shift bid, and a copy of the final shift bid list shall be posted by the Village on December 15<sup>th</sup> of each year and take effect the first work week of scheduling following January 1<sup>st</sup> of each year. The bidding for shifts shall also occur if the Village implements a new workweek schedule. The Sergeant is not eligible for shift bidding and shall adhere to a shift established by the Chief or his designee.

### **Section 11.12 Comp Time**

In lieu of overtime and/or standby time pay, officers may bank up to a total of 60 hours of comp time which may be carried over from one year to the next. Comp time for both overtime and standby time will be calculated towards the maximum 60 hours of comp time permitted to be banked. Any overtime hours worked beyond 80 hours shall be paid to the officer at a rate of one and one half (1.5) times the current hourly rate of pay, and applied as either comp time or taken in pay. Any standby hours accumulated beyond 60 hours banked shall be paid to the officer based upon the current straight hourly rate of pay. The use of comp time must be approved with advance notice of 96 hours and the availability of coverage. In the event 96 hours' notice is unable to be provided, use of comp time may be granted upon approval of the Police Chief or his designee. Upon separation or termination, any unused comp time accumulated from standby time or overtime will be paid out at the current straight hourly rate of pay.

## **ARTICLE XII**

### **HOLIDAYS**

#### **Section 12.1 Designated Holidays**

The following days shall be considered to be "Holidays": employees shall receive eight (8) hours of straight time pay for each of the holidays listed below:

New Years Eve  
New Years Day  
Martin Luther King Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving  
Friday following Thanksgiving  
Christmas Eve  
Christmas Day

**Section 12.2 Pay for Working on Designated Holidays**

Beginning May 1, 2015, if a police officer is required to work on a Holiday, the police officer shall be paid at one and one-half times their regular rate of pay for all hours worked on a designated holiday. Pay under this section shall not be eligible for compensatory time.

While Easter Sunday is not a designated holiday, any officer that works on Easter Sunday where the majority of their regular shift occurs on that day shall be entitled to eight (8) hours straight time pay in addition to their regular rate of pay. Time worked on Easter Sunday shall not be subject to the one and one-half times the regular rate of pay for hours worked on a designated holiday.

**ARTICLE XIII**

**VACATION**

**Section 13.1 Accrual and Allowances**

Police officers shall earn vacation benefits upon completing each year of service as a police officer beginning on the first anniversary of their date of hire. Police officers earn vacation days on each of their anniversary dates (the date of full-time hire as a police officer) as follows:

<b>Completed Years of Service</b>	<b>Vacation Accrual</b>
One year anniversary until second year anniversary.	One (1) week / 5 days = 40 hours
Two year anniversary until the fifth year anniversary	Two (2) weeks / 10 days = 80 hours
Five year anniversary until the tenth year anniversary	Three (3) weeks / 15 days = 120 hours
Ten year anniversary until the twenty-fifth year anniversary	Four (4) weeks / 20 days = 160 hours
Over twenty-five years of service, the officer will earn one additional vacation day for every year of completed service after twenty-five years. The amount of vacation accrued shall not exceed five weeks / 200 hours.	

Police officers must be employed by the Village for one (1) year prior to earning any vacation.

Vacation time will not be accumulated beyond the anniversary date following the anniversary date on which the vacation time was earned. Police officers must use all vacation earned on an anniversary date prior to their next anniversary date, provided that if a police officer cannot use all of the officer's earned vacation within one year after the anniversary date on which the vacation was earned because a previously scheduled vacation was cancelled at the

direction or request of the Chief of Police, then the earned vacation days which the officer was not able to use because of such cancellation, will be carried over for an additional year not to exceed a maximum of five (5) days subject to the Chief's approval.

### **Section 13.2 Vacation Scheduling**

Vacations for police officers shall be taken in accordance with a vacation schedule which shall be established in the following manner:

- A. Police officers shall submit their requests for vacation time to the Chief of Police or his designee. Requests must be submitted in writing.
- B. Requests submitted prior to November 30 to take vacation time during the following calendar year, shall be considered submitted as of November 30 for purposes of determining priority in vacation scheduling. For example, if an officer requests vacation time for the year 2007 on November 15, 2006, a second officer submits a request for vacation in 2007 on November 26, 2006 and a third officer requests vacation time during the year 2007 on November 30, 2006, all three officers shall be considered to have requested their vacation time on the same date.
- C. Vacation time may be requested in one or more segments, A segment is a continuous period during which a police officer receives compensation for vacation time, does not report for duty and receives vacation pay for at least the first and last day of the segment. For example, if an officer takes a vacation during the period from July 1 through July 5, the period from July 1 through July 5 constitutes a vacation segment, even though the officer receives holiday pay instead of using vacation time for July 4, If the same officer after reporting for duty on July 6 then uses vacation time during the period from July 13 through July 19, the period from July 13 through July 19 shall constitute a separate vacation segment from the period from July 1 through July 5.
- D. Seniority shall be utilized to determine priority for vacation time where two officers request the use of vacation time during the same time period and the requests are made as of the same date. Subject to the right of the Chief of Police to determine, for sound reasons relating to the operation of the Police Department, that the officer with greater seniority should not be permitted to take vacation on the dates that officer requested. If an officer requests that he be permitted to take vacation during the next calendar year in two or more segments prior to November 30, the officer shall be entitled to receive priority with respect to scheduling on the basis of seniority only with regard to one of the requested vacation segments. The officer may designate for which vacation segment, the officer will utilize his seniority to obtain priority at the time the officer makes the request, otherwise seniority will be used to obtain priority for the first vacation segment to occur during the calendar year. For example, if, prior to November 30, an officer with 10 years experience requests that he be permitted to take vacation

during the next year in two segments, one from March 1 through March 7 and the other from July 1 through July 8, and an officer with five years experience requests that he be permitted to take vacation on the same dates, the officer with 10 years experience shall be entitled to priority for scheduling vacation during the week of March 1 through March 7, unless that officer specifies he wants priority with respect to the July 1 through July 8 dates, and the officer with five years experience shall be entitled to scheduling priority with the other set of dates, Except as set forth in Paragraphs B and D, vacation time for officers shall be scheduled based on when the request for vacation time is made, with the earlier request being entitled to priority.

- E. A schedule showing the dates that officers have been scheduled to be on vacation during a calendar year shall be posted in the Police Department or otherwise readily available for inspection by Police Officers. The Chief of Police or his designee shall update the schedule when necessary not less than once every seven days.
- F. Except in extraordinary circumstances, no more than one (1) police officer may be scheduled to be on vacation or on a personal day at the same time.
- G. On not less than seven (7) days notice, a police officer may request a change of vacation schedule; however, police officers shall have no right to change a previously scheduled vacation without permission of the Chief, who may deny permission for sound operating reasons.
- H. In case of emergency, the Chief of Police or his designee may cancel and reschedule any or all approved vacation leaves in advance of their being taken and/or recall any police officer from a vacation in progress. If an officer's vacation is cancelled at the request of the Chief of Police or an officer is recalled from vacation as provided in this Paragraph, and it is not reasonably possible to reschedule the cancelled vacation time during the same calendar year, the officer shall have the option of either taking the cancelled vacation time during the following calendar year, or being compensated for the cancelled vacation time at his regular daily rate. If an officer's vacation is cancelled at the request of the Chief of Police as provided in this Paragraph, the Village shall reimburse the officer for any provable non-refundable out-of-pocket expenses, such as non-refundable deposits, that the officer incurred in connection with any travel, accommodations or activities that the officer had scheduled during the cancelled vacation time, provided that the officer informs the Chief of Police or his designee of the nature and approximate amount of such out-of-pocket expenses when the officer is first informed by the Chief or his designee that the officer's previously scheduled vacation may need to be cancelled or that the officer may be recalled from vacation.

**Section 13.3 Vacation Pay**

The rate of vacation pay shall be the police officer's regular straight-time rate of pay in effect for the police officer on the payday immediately preceding the police officer's vacation. At termination of Village employment, a police officer will be paid for all accumulated earned but unused vacation, in accordance with the requirements of applicable state law.

**ARTICLE XIV**

**INSURANCE**

**Section 14.1 Vision, Medical, Dental, and Life Insurance**

The Village shall provide to all regular full-time employees and their dependents medical, life, dental, optical and prescription benefits and coverages as provided to all other Village employees. These insurance coverages will be provided by carriers selected by the Village from time to time and the Village reserves the right to change carriers at any time.

The Village reserves the right to provide coverages through a self-insurance program or other carriers and to change carriers at any time. The Village will pay the premium costs in the same amount as all other Village employees who select the HMO plan for employees and their families when enrolled in the HMO plan. Employees selecting coverages through the PPO plan shall pay the same premium costs paid by all other employees for coverages. The Village reserves the right to modify coverages, deductibles, co-payments, and other terms and conditions applicable to such benefits.

**ARTICLE XV**

**LEAVES OF ABSENCE**

**Section 15.1 Sick Leave Accrual and Procedures**

At the beginning of employment, each covered employee shall earn sick leave with pay at a rate of 8.0 hours for each full month of service. Unused sick leave may accumulate to a maximum of four hundred and eighty (480) hours (60 days). Any hours in excess of four hundred and eighty, the Village of Fox River Grove can buy back the excess hours at fifty (50) percent of the regular rate of pay for the involved officer. All leave time shall accrue upon start of employment, but cannot be used until the probationary period has been completed. In exceptional circumstances, the Chief of Police may authorize probationary employees to utilize sick time or any other benefit time, provided that when the employee is off of probation, the used time shall be deducted from the employee's bank.

### **Section 15.2 Permitted Uses**

Accrued sick leave may be taken by an employee who is unable to work during his or her scheduled workday when one or more of the following conditions apply:

- a.) Any non-occupational personal illness or injury;
- b.) Injury or illness of the employee's immediate family members only where the employee is required to personally care for and attend to the sick family member;
- c.) Required non-routine medical and/or dental care which cannot be scheduled outside of normal work hours, subject to the approval of the Chief or his designee; or
- d.) Quarantine for contagious disease.

### **Section 15.3 Sick Leave Eligibility**

The employee shall notify the on duty supervisor, at least four (4) hours prior to his or her scheduled starting time for employees working shifts other than the day shift, and two (2) hours notice is given for employees working day shifts. If less than one (1) hour notice is given, the Chief of Police or his designee may require written explanation. If the employee is sick for more than 3 days, the employee must provide a doctor's note. Employees may use sick time in two (2) hour increments.

### **Section 15.4 Sick Leave Compensation**

An employee receiving sick leave benefits shall be paid the equivalent of straight time earning. Sick leave compensation shall be paid in no less than one quarter (1/4) hour increments.

### **Section 15.5 Illness or Injury During Paid Vacation Leave**

An employee shall be entitled to use sick leave credits for the length of that employee's incapacitation by reason of injury or illness which interrupts or ends while on paid vacation leave provided, however, that such employee must substantiate such incapacitation and the reason or reasons therefore by certification by a physician.

### **Section 15.6 Sick Leave Conversion Upon Separation**

Pursuant to the terms of this Agreement, employees shall not be able to convert unused sick leave to severance upon separation. Should sick leave conversion upon separation become available to employees pursuant to future agreements, any accumulated leave accrued to the date of such future agreement shall be exempted from any calculation of sick leave conversion.

### **Section 15.7 Definition of Immediate Family**

A member of the immediate family shall be defined to be the employee's spouse, domestic partner, parent, brother, sister, child (including step or adopted), grandparent or grandchild of the employee and/or the employee's spouse.

### **Section 15.8 Funeral Leave**

An employee shall be granted a leave of absence with pay upon the death of a family member. A family member, for purposes of this Section only, includes those persons described in Section 15.7 as well as employee's step parents, half-brothers and sisters, step brothers or sisters, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparents (including step), any grandchildren, maternal and paternal aunt or uncle. Funeral leave shall not exceed a total of three (3) working days. In exceptional circumstances, the Chief of Police can authorize the officer's use of additional accrued paid time for funeral leave on a case-by-case basis.

### **Section 15.9 Jury Duty/Court Leave**

Any full-time sworn police officer covered by this agreement that is summoned and reports for jury duty shall be granted leave to fulfill such duty. The Village shall compensate any officer who is required to serve as a juror at his or her regular rate of pay, assuming such court or court related appearance takes place when the officer would have been scheduled to work. The officer shall present proof of such service to the Chief of Police or his designee. Any fees or expense reimbursements that are paid to the officer for such duty shall, in turn, be paid by the officer to the village.

### **Section 15.10 Military Leave**

The Village agrees to comply with all Federal, State and Local Laws concerning military leaves.

### **Section 15.11 Personal Leave Days**

Upon completion of the first year of service to the Village and the Department, the Village agrees that all full-time members shall receive two (2) paid personal leave days per year. These two (2) paid personal leave days per year can be taken at the discretion of the officer for personal business. A seventy-two (72) hour notice shall be made to the appropriate supervisor by the officer requesting to take a paid personal leave day. Personal leave days may not be taken until the calendar year in which they are earned. Personal leave days shall be taken and paid at the eight hour rate. Unused personal time that is not used within one year after it accrues shall be added to the employee's sick leave accrual at the end of the year period, but under no circumstance will such leave be paid out in the event of retirement, resignation or involuntary termination.

**Section 15.12 Family Medical Leave Act**

The Village shall comply with the requirements set forth in the Family Medical Leave Act (“FMLA”). In the event the Village decides to change its FMLA policy, the Village agrees that such change shall be communicated to the Union, and if the Union desires, such issue may be bargained.

**ARTICLE XVI**

**WAGES**

**Section 16.1 Salary**

Minimum hourly rates of pay for all employees are set forth below, attached hereto and incorporated herein. Covered employees shall be placed in the wage scale. On May 1<sup>st</sup> after an employee’s 1<sup>st</sup> anniversary date, the employee shall proceed to the next pay grade level (“Year”). All other subsequent steps shall take place on May 1<sup>st</sup> of each year. Solely at the Village’s discretion, an employee may receive a one-time pay grade level increase not to exceed one level.

	<b>May 1, 2014 to April 30, 2015</b>	<b>May 1, 2015 to April 30, 2016</b>	<b>May 1, 2016 to April 30, 2017</b>	<b>May 1, 2017 to April 30, 2018</b>
<b>Year 1</b>	\$44,564	\$45,678	\$46,820	\$48,108
<b>Year 2</b>	\$45,901	\$47,049	\$48,225	\$49,551
<b>Year 3</b>	\$47,278	\$48,460	\$49,672	\$51,038
<b>Year 4</b>	\$50,906	\$52,179	\$53,483	\$54,954
<b>Year 5</b>	\$53,129	\$54,457	\$55,818	\$57,353
<b>Year 6</b>	\$55,039	\$56,415	\$57,825	\$59,415
<b>Year 7</b>	\$56,913	\$58,336	\$59,794	\$61,438
<b>Year 8</b>	\$58,853	\$60,324	\$61,832	\$63,532

Hourly rates are calculated by dividing the above annual amounts in the wage scale by 2,080 hours.

**Section 16.2 Additional Pay**

Nothing herein shall be interpreted to prevent the Village from paying rates or bonuses in excess of the minimum in recognition of extraordinary merit based upon performance.

**Section 16.3 Date of Pay**

Payroll shall be composed of twenty-six (26) bi-weekly pay periods annually.

**ARTICLE XVII**

**UNIFORM ALLOWANCES**

**Section 17.1 Uniform Allowance**

The Village shall provide uniforms for all full-time sworn officers under the quartermaster system. The uniform items that shall be provided upon being hired as a Fox River Grove Police Officer and that shall be regularly upgraded thereafter are:

- |                                      |                            |
|--------------------------------------|----------------------------|
| 3 short sleeve uniform shirts        | 1 Taser Holster            |
| 3 long sleeve uniform shirts         | 1 Vest Carrier             |
| 3 pairs of BDU uniform pants         | 1 Level IIA ballistic vest |
| 2 long sleeve mock turtleneck shirts |                            |
| 1 uniform pant belt                  |                            |
| 1 three season jacket                |                            |
| 1 pair of boots                      |                            |
| 1 duty belt                          |                            |
| 2 handcuff cases                     |                            |
| 2 pairs of handcuffs                 |                            |
| 1 O.C. spray holster                 |                            |
| 1 can of O.C. spray                  |                            |
| 1 ASP baton holster                  |                            |
| 1 ASP baton                          |                            |
| 1 firearm holster                    |                            |
| 1 double magazine pouch              |                            |
| 1 glove pouch                        |                            |
| 1 pair of duty gloves                |                            |
| 1 duty bag                           |                            |
| 1 report box/clipboard               |                            |
| 1 citation book holder               |                            |
| 1 baseball cap                       |                            |
| 1 winter hat                         |                            |
| 1 rain jacket                        |                            |
| 1 flashlight holder                  |                            |
| 1 flashlight                         |                            |
| 4 belt keepers                       |                            |
| 1 radio holster                      |                            |
| 2 name tags                          |                            |

500 business cards for non-probationary Officers with Officer's name printed on the cards. Any other items as required by the Police Training Institute or Academy.

The parties to this agreement accept the research findings of the National Institutes of Justice and the statements of such manufacturers as Second Chance Inc., that all body armor designed for police usage becomes obsolete and should be replaced after five (5) years of daily usage.

Officers shall receive up to \$800.00 every fiscal year (May 1) towards uniform expenditures subject to the Chief's approval. This allowance shall not carryover from fiscal year to fiscal year.

Additionally, the Village of Fox River Grove and the Chief of Police consent to the officers wearing external vest carriers so long as they comply with the uniform requirements.

## **ARTICLE XVIII**

### **HEALTH & WELFARE BENEFITS**

#### **Section 18.1 Light Duty**

Any officer who is injured and unable to perform his full-time duty shall be assigned to work light duty, provided that he has obtained a letter of approval from his physician. Light duties shall consist of those tasks assigned by the Chief of Police or his designee. Any officer shall be eligible for light duty for a period not to exceed six (6) months. Light duty shall terminate upon the individual officer's qualifying for full-time duties or electing to receive either a medical pension or disability. There shall be no pyramiding of benefits involving light duty assignments, workmen's compensation or other disability. Any officer on light duty shall continue to receive all other benefits normally flowing in connections with his employment. A light duty workweek shall be constituted as a 40-hour work week with eight (8) hour workdays.

## **ARTICLE XIX**

### **SAVINGS CLAUSE**

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified in the board, agency or court decision; and upon issuance of such a decision, the Village and the Union agree to immediately begin negotiations on a substitute for the invalidated Article, Section or portion thereof.

**ARTICLE XX**

**COMPLETE AND ENTIRE AGREEMENT**

This Agreement constitutes the complete and entire agreement between the parties and concludes collective bargaining between the parties for its term. It supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the expressed terms of this Agreement. If the past practice is not addressed in this Agreement, it may be changed by the employer as provided in the management rights clause. The parties acknowledge that during the negotiations process, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not already determined by law and that the understandings and agreements expressed herein were reached after the fullest exercise of each party's rights herein. The union specifically does not waive any right it may have to impact or "affects" bargaining for the life of this Agreement.

**TERMINATION**

This Agreement shall be effective as of the day after it is executed by both parties and shall remain in force and effect until April 30, 2018. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date and not earlier than one hundred twenty (120) days that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. In the event that either party desires to terminate this Agreement, then the benefits as described herein shall remain in full force and effect with no diminution up to and until a new collective bargaining agreement shall be executed, and the party wishing to terminate shall give notice at least ninety (90) days prior to the expiration date hereof and not earlier than one hundred twenty (120) days.

Executed this 2nd day of July, 2015 after being reviewed and approved by the President and Village Trustees.

METROPOLITAN ALLIANCE OF  
POLICE, FOX RIVER GROVE  
CHAPTER #663

VILLAGE OF FOX RIVER GROVE

  
\_\_\_\_\_  
JOSEPH ANDALINA,  
President M.A.P.

  
\_\_\_\_\_  
Village Administrator

  
\_\_\_\_\_  
Fox River Grove Chapter President

  
\_\_\_\_\_  
Attest: Village Clerk