

**VILLAGE OF DOWNERS GROVE  
REPORT FOR THE VILLAGE COUNCIL MEETING  
MARCH 12, 2012 AGENDA**

| <b>SUBJECT:</b>  | <b>TYPE:</b>   | <b>SUBMITTED BY:</b>              |
|--|--|-----------------------------------|
| Resolution authorizing execution of a Police Department Union contract | ✓ Resolution<br>Ordinance<br>Motion<br>Discussion Only | Enza Petrarca<br>Village Attorney |

**SYNOPSIS**

A resolution has been prepared authorizing execution of three-year agreement between the Village of Downers Grove and the Illinois Fraternal Order of Police Labor Council effective May 1, 2012-April 30, 2015.

**STRATEGIC PLAN ALIGNMENT**

The Village goals for 2011-2018 include *Exceptional Municipal Services* and *Steward of Financial & Environmental Sustainability*.

**FISCAL IMPACT**

Funding for this agreement has been budgeted in the General Fund. The annual salaries will increase 2% for 2012 and 2013 and 1% for 2014.

**RECOMMENDATION**

Approval on the March 12, 2012 active agenda.

**BACKGROUND**

Staff and the Union began negotiations for Police services in April, 2012. The parties have reached a tentative agreement that was ratified by the Union on January 28, 2013. The agreement provides for annual salary increase of 2% for 2012 and 2013, and a 1% salary increase for 2014.

**ATTACHMENTS**

Resolution  
Agreement

**VILLAGE OF DOWNERS GROVE**  
**COUNCIL ACTION SUMMARY**

**INITIATED:** Village Attorney      **DATE:** March 12, 2013  
(Name)

**RECOMMENDATION FROM:** N/A      **FILE REF:** \_\_\_\_\_  
(Board or Department)

**NATURE OF ACTION:**

- Ordinance
- Resolution
- Motion
- Other

**STEPS NEEDED TO IMPLEMENT ACTION:**

Motion to approve the labor agreement with the Illinois Fraternal Order of Police Labor Council and to authorize the Mayor and Village Clerk to sign the Agreement on behalf of the Village and to take the steps necessary to implement the terms thereof.

**SUMMARY OF ITEM:**

Adoption of this motion will adopt the collective bargaining agreement negotiated with the Illinois Fraternal Order of Police Labor Council, effective May 1, 2012 through April 30, 2015.

**RECORD OF ACTION TAKEN:**

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**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING EXECUTION OF AN  
AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE  
AND THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Agreement (the "Agreement"), between the Village of Downers Grove (the "Village") and the Illinois Fraternal Order of Police Labor Council (the "Union"), for police services, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

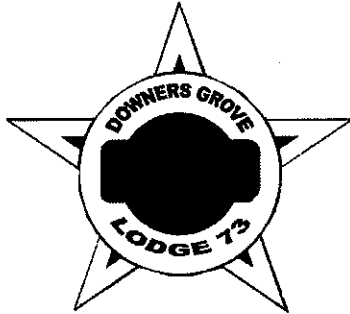
4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

\_\_\_\_\_  
Mayor

Passed:

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



## **LABOR AGREEMENT**

**Village of Downers Grove  
and the  
Illinois Fraternal Order of Police Labor Council**

**May 1, 2012 through April 30, 2015**

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## **PREAMBLE**

This Agreement entered into by the Village of Downers Grove, Illinois (hereinafter referred to as the "Village" or the "Employer") and the Downers Grove Lodge No. 73 (hereinafter referred to as "Lodge") and the Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the "Labor Council" or "Union"). The purpose of this Agreement is the promotion of harmonious relation between the Employer and the Lodge; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of an entire agreement covering all rates of pay, hours of work and conditions of employment applicable to bargaining unit employees.

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

## **ARTICLE 1**

### **RECOGNITION**

A. In accordance with the Illinois State Labor Relations Board's (ISLRB) Certification of Representative dated May 5, 1986, the Employer hereby recognizes the Lodge as the sole and exclusive collective bargaining representative for sworn peace officers of the rank of patrol officer but excluding all peace officers of the rank of sergeant and above and all other Village employees.

B. Consistent with the terms of the policy in effect at the time of this Agreement, the probationary period for new employees shall be twelve (12) months in duration commencing after the completion of the officer's basic law enforcement training academy, and after four (4) months in the Field Training Program but excluding time for sick leave, leaves of absence or training time.

During the probationary period, an employee's performance will be subject to a review based on performance, ability, attitude, and such other factors as may be deemed appropriate for such employment review. The probationary period is to be used in conjunction with other examinations to determine an employee's fitness for employment. At the conclusion of the probationary period, a determination shall be made as to the employee's fitness for employment; provided, however, that an employee may be terminated during the probationary period at any time without cause.

## **ARTICLE 2**

### **NON-DISCRIMINATION**

A. **Prohibition Against Discrimination**

In the application and implementation of the terms of the Agreement, the Employer and the Lodge agree that neither will discriminate against any employee on the basis of race, sex, creed, religion, color, sexual preference, marital (including parental) status, age (over 40), national origin, or mental and/or physical handicap unrelated to the employee's ability to perform the job. Neither the Employer or the Union will discriminate against officers as a result of membership or lack of membership in the Lodge.

B. **Union Non-Participation**

The Lodge shall not advise or represent employees before any federal or state anti-discrimination administrative agency where the employee's claim has been arbitrated under the grievance procedure of this Agreement.

C. **Gender**

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

### ARTICLE 3

#### **MANAGEMENT RIGHTS**

Except as specifically limited by the express provision of this Agreement, the Employer has and will continue to retain the right to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the Employer shall include, but not be limited to, rights:

1. to determine the organization and operations of the Department of Police;
2. to determine and change the purpose, composition and function of each of its constituent departments and subdivisions;
3. to set standards for the services to be offered to the public;
4. to direct the officers of the Department of Police; including the right to assign work and overtime;
5. to hire, examine, classify, select, promote, restore to career service positions, train, transfer, assign and schedule officers;
6. to increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds or other proper reasons;

7. to establish work schedules and to determine the starting and quitting time, and the number of hours worked;
8. to establish, modify, combine or abolish job positions and classification;
9. to contract out work only in accordance with Article IV of this Agreement;
10. to add, delete or alter methods of operations, equipment or facilities;
11. to determine the locations, methods, means and personnel by which the operations are to be conducted, including the right to determine whether goods or services are to be made, provided or purchased;
12. to establish, implement and maintain an effective internal control program;
13. to suspend, demote, discharge, or take other disciplinary action against officers for just cause (probationary employees without just cause); and
14. to add, delete or alter policies, procedures, rules and regulations.

Inherent managerial functions, prerogatives and policy-making rights and the impact thereof, whether listed above or not, which the Employer has not expressly restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance and arbitration procedures contained herein, provided that no right is exercised contrary to or inconsistent with other terms of this agreement.

## **ARTICLE 4**

### **SUBCONTRACTING**

It is the 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 as it deems necessary in the exercise of best judgment and consistent with the Village's lawful authority under Illinois Statutes, subject to the limitations of other provisions of this Agreement.

If the Village elects to contract-out bargaining unit work it shall so notify the Union of its decision and, if the Union so requests within fourteen (14) calendar days thereof, the Village will engage in impact or effects bargaining. Such bargaining shall commence within ten (10) calendar days of such notice from the Union. The parties shall negotiate in good faith for a period of not less than fifteen (15) calendar days. If no agreement is reached, the Union may elect to refer unresolved issues relating to the impact or effects of its subcontracting decision to final and binding arbitration in the grievance procedure.

## ARTICLE 5

### GENERAL PROVISIONS

#### A. Union Representatives

Authorized representatives of the Union shall be permitted to visit the Department during working hours to talk with the officers of the Local Lodge and/or representatives of the Employer concerning matters covered by this Agreement, provided that:

1. Any such visits do not interfere with the normal or regular duties of officers or the operations of the Village;
2. That upon initiating the visit, the representatives of the Union shall so notify the Chief or his designee upon their arrival and notify the Chief or his Designee upon their departure.

#### B. Examination of Records

Upon written requests and at mutually agreeable times, the Lodge or its designated representatives shall have the right to examine time sheets or other similar type records pertaining to the compensation of a member of a bargaining unit with that person's written consent.

#### C. Damage to Personal Property

The Village agrees to repair or replace an officer's eyeglasses, contact lenses, prescription sunglasses, watches, jewelry, such as rings or bracelets, and clothes in an amount not to exceed Two Hundred Dollars (\$200) per incident per officer up to a maximum of two incidents and Four Hundred Dollars (\$400) per year, if same are damaged or irreparably broken because the officer has exerted reasonable physical force during the course of an attack or in pursuit of an alleged perpetrator of a crime. The affected employee is to immediately notify the supervisor and complete a police report regarding the repair of the above listed items. If the Village does not repair or replace the damaged item within fifteen (15) business days after the employee files an itemized claim with the Deputy Chief of Administration, the employee may do so and submit the bill to the Village for full reimbursement.

#### D. Contagious Diseases

In the event that an employee contracts AIDS, hepatitis and/or other contagious diseases in the course of his/her normal duties, or if a member of the employee's immediate household contracts such diseases from an employee who has contracted the disease in the course of his/her normal duties, the Village agrees to pay the medical expenses related thereto which may not otherwise be covered by workmen's compensation or the Village's insurance plan. The Village retains the right to request that the employee submit reasonable documentation, including doctor's certifications, attesting that the employee or family members has contracted the disease and that the disease was contracted in the course of the employee's normal duties, or in the case of a family member, was transmitted from the employee who contracted the disease during his/her normal employment.

## ARTICLE 6

### NO STRIKE

#### A. No Strike Commitment

Neither the Lodge nor any officers or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass resignations, mass absenteeism picketing or any other intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing. Any or an employee who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. Officers and stewards of the Lodge will attempt to bring about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Lodge agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

#### B. No Lockout

The Village will not lock out any employees during the term of this Agreement as a result of an actual or anticipated labor dispute with the Lodge.

#### C. Penalty

The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section A above is whether or not the employee actually engaged in such prohibited conduct or whether the Employer violated Section B of this Article. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

#### D. Judicial Restraint

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

## ARTICLE 7

### IMPASSE RESOLUTION

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act ( IPLRA), as amended.

## ARTICLE 8

### DISCIPLINE

The Village may discipline only for just cause. Copies of all disciplinary rules shall be provided to the Lodge. The parties agree that oral or written warnings shall be expunged from an officer's personnel and/or disciplinary file(s) one year after the warning is received by the officer so long as there has been no other repetition of the same offense, or an offense for which a suspension is received within that one-year period. Such expungement shall take place upon request by the employee given in writing to the Chief of Police.

All disciplinary action of less than five (5) days shall be subject to the grievance procedure contained in Article IX of this Agreement. All disciplinary action of five (5) or more days shall be subject to the Police and Fire Commission.

Officers shall be provided a copy of, and be required to initial, all disciplinary records prior to their inclusion in the officer's personnel and/or disciplinary file(s). If the officer refuses to initial the record, the disciplining officer shall so indicate. Any disciplinary record that is not so initialed or which does not show a refusal of the employee to initial will be expunged.

## ARTICLE 9

### GRIEVANCE PROCEDURE

#### A. Definition

A grievance is defined as dispute or difference of an opinion raised by an employee or the Lodge against the Village involving an alleged violation, misinterpretation or misapplication of an express provision of this Agreement.

#### B. Procedure

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

##### Step 1:

Any employee and/or steward who has a grievance shall submit the grievance in writing to the Lieutenant specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this agreement which are alleged to have been violated, and the relief requested on a form identical to that attached hereto as Appendix E. All grievances must be presented no later than ten (10) business days from the date of the occurrence of the matter giving rise to the grievance or within ten (10) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance.

The Lieutenant, or if he so chooses, the Sergeant who is the affected employee's immediate supervisor, shall first make a determination as to whether the grievance relates to a matter that is within his authority to adjust. If it is determined that it is not within such authority, the Lieutenant or Sergeant shall so indicate in writing on the grievance, and the grievant or the Lodge may immediately advance the grievance to Step 2. If it is determined that the matter is within his authority to adjust, the Lieutenant, or if he so chooses, the Sergeant who is the affected employee's immediate supervisor, shall investigate the grievance and, in the course of such

investigation, shall discuss the grievance within five (5) business days of receipt of the grievance with the grievant and an authorized Lodge representative, if one is requested by the employee, at a time mutually agreeable to the parties. Such meetings shall include the Lieutenant and may include, at the Lieutenant's discretion, the Sergeant who is the affected employee's immediate supervisor and such other representative that the Village may designate. The grievant shall be entitled to a Union representative at such meetings if he so requests. If no settlement of the grievance is reached the Lieutenant shall provide a written answer to the grievant or the Lodge, if a Lodge grievance, within five (5) business days following their meeting.

**Step 2:**

If the grievance is not settled at Step 1 and the employee or the Lodge desires to appeal, it shall be referred by the Lodge in writing to the Police Chief or, in his absence, the Deputy Chief within five (5) business days after receipt of the Lieutenant's answer in Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the Grievance Procedure. Thereafter, the Police Chief (or Deputy) shall meet with the grievant, the steward involved and an outside, non-employee representative of the Lodge, if desired by the employee and such other representative that the Village may designate, within five (5) business days of receipt of the Lodge's appeal. If no agreement is reached, the Police Chief (or Deputy) shall submit a written answer to the employee or to the Lodge, if a Lodge grievance, within five (5) business days following their meeting.

**Step 3:**

If the grievance is not settled at Step 2 and the employee or the Lodge desires to appeal, it shall be referred by the Lodge in writing to the Village Manager within five (5) business days after receipt of the Chief or Deputy Chiefs answer in Step 2. Thereafter, the Village Manager or his designee and the Police Chief and/or other appropriate individual(s) as desired by the Village Manager, not to exceed four (4) individuals, shall meet with the grievant, the steward involved and an outside, non-employee representative of the Lodge, if desired by the employee, within ten (10) business days of receipt of the Lodge's appeal. If no agreement is reached, the Village Manager or designee shall submit a written answer to the Lodge within ten (10) business days following their meeting.

**C. Arbitration**

If the grievance is not settled in Step 3 and the Lodge wishes to appeal the grievance from Step 3 of the grievance procedure, the Lodge may refer the grievance to arbitration, as described below, within ten (10) business days of receipt of the Village's written answer, as provided to the employee or Lodge at Step 3.

1. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said five (5) day period, the parties shall jointly request a panel of seven (7) National Academy Arbitrators from Federal Mediation and Conciliation Service. The Village and the Union shall alternate striking names from the panel list until one name remains and that remaining name shall be the chosen arbitrator. The order of alternate striking shall be determined by a coin toss.

2. 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 Lodge and Village representatives.
3. The Village and the Lodge shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Lodge retain the right to employ legal counsel.
4. 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.
5. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
6. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be split equally between the parties. Each party shall be responsible for compensating its own representatives and witnesses.

D. **Limitations on Authority of Arbitrator**

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement, as well as determine an appropriate legal remedy, if any. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the Second Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of 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. Any decision or award of the arbitrator rendered within the limitations of this Section D shall be final and binding upon the Village, the Lodge and the employees covered by this Agreement.

E. **Time Limit for Filing**

No grievance shall be entertained or processed unless it is submitted at Step 1 within ten (10) business days after the occurrence of the event giving rise to the grievance or within ten (10) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance.

A "business day" is defined as a calendar day exclusive of Saturdays, Sundays or holidays, or the grievant's sick time, but not to exceed twelve (12) days.

If a grievance is not presented by the employee or the Lodge within the time limits set forth above, it shall be considered "waived" and may not be further pursued by time employee or the Lodge. If a grievance is not appealed to the next step within the specified 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 Lodge may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

## ARTICLE 10

### LABOR-MANAGEMENT CONFERENCES

A. The Lodge and the Employer mutually agree that in the interest of management and employee relations, it is desirable that meetings be held between Lodge representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a "labor-management conference" and expressly providing the agenda for such meeting. Such meetings shall be held in the Police Department or other mutually agreed upon place and limited to:

1. Discussion on the implementation and general administration of this Agreement.
2. A sharing of general information of interest to the parties.
3. Notifying the Lodge of changes in conditions of employment contemplated by the Employer which may affect employees.

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

C. While off-duty attendance at "labor-management conferences" shall be voluntary on the employee's part, and attendance during such meetings shall not be considered time worked for compensation purposes. Normally, three (3) persons from each side shall attend these meetings, schedules permitting. The Lodge may be represented by on-duty officers at "labor-management conferences" unless emergency circumstances dictate otherwise.

## ARTICLE 11

### POLICE AND FIRE COMMISSION

The parties recognize that the Police and Fire Commission of the Village has certain statutory authority over employees covered by this Agreement, including, but not limited to, the right to make, alter and enforce rules and regulations. Nothing in this Agreement is intended in any way to replace or diminish the authority of the Police and Fire Commission.

## ARTICLE 12

### SENIORITY

#### A. Definition of Seniority

As used herein, the term "seniority" shall refer to and be defined as the continuous fulltime length of departmental service as a sworn peace officer from the date of last hire.

#### B. Seniority List

The Employer shall prepare a list setting forth the present seniority dates for officers covered by this Agreement which shall become effective on or after the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting officers covered under this Agreement or employed at the time this Agreement becomes effective. For employees with the same starting date, the eligibility on the Board of Police and Fire Commissioner lists shall break such ties. Disputes as to seniority listing shall be resolved through the grievance procedure. Any individual ranked above patrol officer shall not be included in the seniority list provided for in this Agreement. In addition, the Village will provide the Union an updated bargaining unit list, complete with home addresses, from time to time upon request.

#### C. Termination of Seniority

An employee shall be terminated by the Employer, subject to the applicable procedure, rules and regulations of the Fire and Police Commission, and his seniority broken when he:

1. quits; or
2. is discharged for just cause; or
3. is laid off pursuant to the provisions of the applicable agreement for a period of twenty-four (24) months; or
4. is absent for three (3) consecutive scheduled work days without proper notification or authorization, except under exigent circumstances.

#### D. Accrual of Seniority

Employees will not continue to accrue seniority while on an authorized leave of absence, but will not lose seniority accrued at the time the leave commences.

## ARTICLE 13

### SAFETY ISSUES

The Village will continue to adhere to its rules regarding safety, subject to such modifications as may be agreed upon by the Safety Committee.

## ARTICLE 14

### BULLETIN BOARDS

The Village shall provide the Lodge with designated space on bulletin boards in the locker rooms, in the lounges and in the roll call room for the Lodge to post its notices, provided that any such notices shall not be slanderous, libelous or offensive.

## ARTICLE 15

### BILL OF RIGHTS

Nothing in this Agreement shall be construed to preclude the applicability of the Peace Officer Bill of Rights as set forth in 50 ILCS 725/1, et seq., but said Bill of Rights shall not be incorporated herein by reference.

## ARTICLE 16

### LAYOFF

#### A. Layoff

The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their length of service as provided in 65 ILCS 5/10- 2.1-18.

Except in an emergency, no layoff will occur without at least fifteen (15) calendar days' notification to the Lodge. The Village agrees to consult the Lodge and afford the Lodge an opportunity to propose alternatives to the layoff though such consultation shall not be used to delay the layoff.

The Village will not hire any person, assign non-police department personnel, civilian personnel or use the auxiliary officers to perform bargaining unit work while any bargaining unit employee is laid off.

#### B. Recall

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

Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Lodge, provided that the employee must notify the Police Chief or his designee of his intention to return to work within seven (7) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail,

return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Police Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be placed at the bottom of the recall list for the first failure, and shall be eliminated for any subsequent failure to respond, provided the recall requests are over ninety (90) days apart.

## **ARTICLE 17**

### **EMPLOYEE SECURITY**

The parties recognize and will adhere to the applicable statutory provisions regarding access to personnel files and the use of same for disciplinary purposes, provided that alleged violations of any such statutes shall not be subject to the arbitration provision.

## **ARTICLE 18**

### **INDEMNIFICATION**

The Village will indemnify officers to the full extent of coverage, subject to any limitation, as provided by the general liability insurance currently maintained by the Village, provided that the Village's obligations under law to indemnify police officers are not thereby reduced.

## **ARTICLE 19**

### **DUES DEDUCTION AND FAIR SHARE**

#### **A. Dues Deduction**

While this Agreement is in effect, the Village will 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 checkoff authorization in the form set forth in Appendix D. The Village shall submit a copy of this dues deduction form to new hires. The Village shall remit such deductions, including those referred to in Section B below, along with a list indicating the employees for whom the deductions were made, to the Illinois Fraternal Order of Police Labor Council at the address designated by the Union on the tenth (10th) day of the month following the month in which the deduction is made. If a conflict exists between that form and this Article, the terms of this Article and Agreement control.

A Union member desiring to revoke the dues checkoff may do so by written notice to the Employer at any time during the thirty (30) day period prior to the annual anniversary date of the contract, in each year during the life of the contract.

The actual dues amount deducted, as determined by the Union, shall be uniform in nature for each employee in order to ease the Employer burden of administering this provision.

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

**B. Fair Share**

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

With respect to any officer on whose behalf the Employer has not received a written authorization as provided for above, the Employer shall deduct from the wages of the officer the fair share financial obligation including any retroactive amount due and owing, and shall forward said amount to the Union on the tenth (10th) day of the month following the month in which the deduction is made, subject only to the following:

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

**C. Objections on Other Grounds**

Any non-member making a fair share payment may object to the amount of his fair share payments on the grounds that all or part of such payments have been expended by the Union for political activities or causes not germane to the collective bargaining process, contract administration and matters affecting employee wages, hours and conditions of employment.

Any such employee with any such objection shall process his/her objection in accordance with the notice and objection procedure established by the Union, which procedure shall be consistent with the requirements of the law.

D. **Religious Objections**

The obligation to pay a fair share fee to the Union shall not apply to any employee, who on the basis of a bona fide religious tenet, teaching or a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Union. Upon proper substantiation and collection of the entire fee, the Union will make payment on behalf of the employee to a non-religious charitable organization mutually agreed to by the objecting employee and the Union. If the employee and the Union are unable to agree upon a non-religious charitable organization, the organization shall be determined in accordance with the procedures established by the Illinois State Labor Relations Board.

E. **Indemnification**

The Union agrees to indemnify and save the Village harmless against any claims, demands, suits or other form of liability which may arise by reason of any action taken or omitted by the Union or Village in complying with the provisions of this Article.

## ARTICLE 20

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

A. **Application 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 of work per day or per week.

B. **Normal Work Periods and Overtime Pay**

The normal work day shall be eight (8) hours per day. Any hours exceeding eight (8) in a day or forty (40) in a week will be paid at the rate of one-and-one-half (1-1/2) times their regular rate of pay; provided that overtime for hours over eight (8) are not payable when the regular weekly forty (40) hour schedule includes daily shifts over eight (8) hours; and further provided that the Village shall not implement any daily schedule of over ten (10) hours without first (a) providing adequate notice to the Union, and (b) negotiating with it in good faith regarding said proposed change. For the purpose of calculating hours worked for purposes of overtime, all hours paid shall be counted as time worked.

Overtime pay will be in fifteen (15) minute increments, except that 0-7 minutes past the end of the shift = 0 minutes.

Each officer will be allowed to take a paid thirty (30) minute lunch break each day subject to emergency work duties. Lunch may be rescheduled if duties permit and with supervisor's approval.

The minimum staffing levels on the three patrol shifts are as follows:

Days: Seven (7) Officers;

Afternoons: Nine (9) Officers on Friday and Saturday; Eight (8) Sunday through Thursday;

Midnights: Six (6) Officers Sunday through Thursday; Seven (7) on Friday and Saturday.

These minimums are subject to change upon mutual Agreement of the parties and by posting the changes with the master schedule.

**C. Changes in Normal Workweek and Workday**

The shifts, workdays and hours to which employees are assigned shall be stated on the monthly departmental work schedule. Should it be necessary in the interest of efficient operations to establish schedules departing from the normal workday or work week the Village will give at least forty-eight (48) hours' notice to the individuals affected by such change except under emergency circumstances or where agreed to by the parties and the officer's consent will not be unreasonably withheld. In the event that an officer requests an earned day, and the day is approved, the earned day may not be cancelled within 15 days or less from the scheduled earned day, except under emergency circumstances. Once the 15-day period commences, an earned day cannot be converted into compensatory time or vacation time.

**D. Bidding of Shifts**

1. Effective November 1, each year an annual schedule for the following year will be posted. The posted schedule will contain eight (8) permanent day shift positions, ten (10) permanent afternoon shift positions, eight (8) permanent midnight shift positions, and remainder will be rotating positions. One day/afternoon rotating position will be reserved for the K-9 officer, if one exists. The number of permanent positions is subject to change upon the mutual agreement of both parties.

2. Each officer will be assigned a date on which to select the shift position he wishes to work during this time period based on seniority. An officer may select a shift position prior to his assigned date only if all officers above him on the seniority list have made their selection. Officers who cannot be present on their assigned date may give their selection in writing to the Lieutenant in charge of scheduling, who will then place the officer's name in the appropriate shift position, if available. Officers making their selection in this manner should include second and third choices, or face the possibility that they may lose their place in the seniority bidding. Officers who do lose their place by missing their assigned date may sign up as soon as possible; however, no bumping will be allowed.

3. Officers with less than nineteen (19) months of continuous service with the Department are ineligible to bid for permanent positions, unless mutually agreed upon by the Department and the Union. The Lieutenant in charge of scheduling will assign any such officers into a rotating position which will be reflected on the annual schedule after the annual sign up (provided that the Village may reserve a certain number of positions for rotating positions).

4. Officers taking permanent positions will either have to remain in the position they selected for the entire time period, or if they choose, may go back into rotation if a replacement

can be found. If no other officer volunteers to take the permanent position, the officer who signed up for the shift will be required to remain in the position until the next annual bid.

5. If a permanent position becomes available after the selection process has been completed, it will be posted for a minimum of twenty-one (21) days, during which time officers working a rotating shift may sign up. Selection for the shift will be made by seniority. Officers already working a permanent shift or enrolled in a specialty position at the time of posting are excluded from this bidding.

6. Officers returning to the line from specialty positions will be placed in rotation until the next annual shift bid. For purposes of this Agreement, specialty positions are detective, school counselor, DUMEG officer, DEA Task Force Officer, tactical officer, traffic officer and COP officer. The Lieutenant in charge of scheduling may place school counselors where needed during the school's summer vacation and holiday breaks. Any officer returning to the line from a specialty position would be eligible to bid for a permanent shift under Section 5 as long as he or she was in a rotating position at the time of the posting of the vacancy.

7. In emergency situations, such as a short-term officer disability (not to exceed six (6) weeks), the Lieutenant in charge of scheduling may assign an officer to fill the vacancy, following the guidelines set forth under Article XX (Hours of Work and Overtime), Section I (Rescheduling). If during this time period it is determined that the disability will be long term in duration (greater than six (6) weeks), then the position will be posted to be bid for following the guidelines in paragraph five (5) above, with the understanding that when the disabled officer returns to duty he/she will be returned to the position, and the officer which filled the vacancy will be returned to rotation.

8. (a) Temporary switching of shifts between officers will be allowed; however, no repetitious or long-term switching of shifts (greater than fifty-six (56) days) will be allowed. Individual switching of days will be allowed provided that both days are within the same pay period provided:

The officers involved are not on a definite court call (i.e., traffic court, DUI court, etc.) or training;

The officers involved are available for the entire length of shift; and

The officers provide twenty-four (24) hours notice.

The Village may at its sole discretion waive any or all of these requirements under special circumstances.

(b) If an officer involved in a single day switch is "on call" for court he/she is not entitled to "on call" overtime. However, that officer will still need to remain available for court. If the officer is needed for court he/she shall be entitled to overtime for the court attendance. The officer requesting the switch shall notify the Lieutenant responsible for scheduling about the shift switch, the dates affected, and which officer is "on call" for court



purposes. If the shift switch was initiated prior to the court date notification, the switch will be allowed and the officer who is off duty will be allowed to submit for stand-by overtime pay.

9. Shifts shall be bid upon by seniority except that in the event such a bid shall result in a shift which possesses an unbalanced mix of experience and/or necessary specialized positions the officers shall have the opportunity to resolve such problems on their own and if not, the Chief shall have the right to modify such bidding procedure.

E. **Compensatory Time**

The Village and the officer shall agree on the use of compensatory time off in lieu of overtime payment, and the Village's consent shall not be unreasonably withheld, as follows:

1. An officer may request that his overtime be granted in compensatory time rather than in payment.

2. All compensatory time shall be granted at a time-and-one-half rate.

3. An officer shall make such a request via telestaff to his immediate supervisor. Once the request has been made, no changes will be allowed during the period covered.

4. Officers may accrue more than one hundred (100) hours of compensatory time, but may not maintain a balance of more than one hundred (100) hours of compensatory time at any time. Officers may take a maximum number of "week blocks" of compensatory time off equal to his/her accrual of hours of vacation time during any calendar year. Compensatory time must be taken in the calendar year earned or the officer will be paid for such time. The Village shall calculate the compensatory time balance of each employee covered by this Agreement to April 30th of each year and pay each employee within one month thereafter. Upon separation from the Village, all monies owed through accrued compensation time shall be paid into the employee's Downers Grove Fraternal Order of Police Lodge 73 Retiree Health Care Plan & Trust account.

5. Compensatory time off may be granted during any period and such requests shall follow the rules as "earned Time", except that week blocks of compensatory time shall follow the rules for "Vacation Time" subject to approval upon forty-eight (48) hours' written notice. Week blocks once commenced cannot be canceled.

6. Each officer may elect to use up to two (2) days of compensatory time each fiscal year regardless of manpower. For officers assigned to patrol, only one (1) officer per shift can choose to use this "unrestricted time" for the same scheduled work day and it cannot be used on a designated holiday or any other major event. Requests may be made at least forty-eight (48) hours in advance of the selected date unless otherwise permitted. The Village may, at its discretion, go one below the patrol shift minimum and not replace the officer using this day.

F. **Court Attendance/Standby**

1. An employee required to attend court on off-duty time shall be guaranteed a minimum of three (3) hours per day or the actual time worked, whichever is greater, for such

court attendance. If an officer is required to be on-duty prior to the completion of the three hour minimum, he/she will only be entitled to overtime compensation for the time prior to his/her scheduled duty time. Example: Court time -- 1:00 p.m., Scheduled duty time -- 2:30 p.m. — Officer will only be entitled to one and one-half hours of overtime.

2. An employee required to stand by for a Wheaton Court appearance on off-duty time, shall receive two (2) hours per day for such standby.

3. Nothing contained in this Agreement shall preclude an employee from receiving the guaranteed minimum for court attendance or standby for each court attendance required at separate locations.

4. A police officer who is required to standby for court attendance and is not called shall be compensated for two (2) hours of over-time pay. If an officer is required to standby for court attendance and is instructed to appear at the courthouse in Wheaton, the individual shall not be paid for his/her standby time. However, the officer will receive a minimum of three hours of over-time pay for court attendance, beginning with the calculation at 11:00 a.m. If the officer completes his or her tasks in Wheaton prior to 2:00 p.m., the officer will receive the minimum three hours of over-time pay. If an officer's responsibilities are not completed until after 2:00 p.m., he or she will be compensated for the time actually worked.

5. In the event that traffic court is relocated to Wheaton during the term of this contract, the parties agree to re-open this section ("F") of the Agreement on court attendance/standby upon written notice by the Village to the Union.

6. In the event an officer working the night shift is required to be in court prior to 11:00 a.m., the same morning (just hours after) he/she finished working, and is required to remain in court past 2:30 p.m., and is also required to report for duty that same night, he/she will be allowed to use sick leave in order to adjust his/her start time to ensure that there is a minimum eight (8) hour rest period in between the time the officer leaves court and the time his shift begins. If an officer is in court past 6:30 p.m. he/she will not be required to report for work that night but will be required to use sick leave.

#### G. Required Overtime

The Chief of Police or his designee shall have the right to require overtime work and, except in emergencies, such overtime assignments shall be as follows:

1. If it is necessary to hold an officer over from a prior shift, or to call an officer in early from the next shift, selection will be requested by seniority. If no officer volunteers, and it should be necessary to order an officer to stay or report in early, the reverse basis of seniority will be followed.

2. If on a future date someone is needed to work overtime, the following schedules will apply:

|   |
|---|
| Overtime is anticipated in Seven (7) Days or more |
|---|

- a. The Village will first seek volunteers on a Regular Day Off status on the affected shift by seniority.
- b. The Village will post a sign-up sheet for seven (7) days for volunteers, first-come, first-serve basis.
- c. If the overtime assignment has not been filled within 48 hours of the time the assignment is to commence, then the Village assigns the overtime on the basis of reverse seniority to the officer(s) on a Regular Day Off status on the affected shift.

Overtime is anticipated in Five (5) Days or more, but less than Seven (7) Days:

- d. The Village will seek volunteers on a Regular Day Off status on the affected shift by seniority.
- e. The Village will post a sign-up sheet for 50% of the anticipated time for volunteers, first-come, first-serve basis.
- f. If the overtime assignment has not been filled within 48 hours of the time the assignment is to commence, then the Village assigns the overtime on the basis of reverse seniority to the officer(s) on a Regular Day Off status on the affected shift.

Overtime is anticipated in Four (4) Days or less

- g. The Village will hold an officer over from the prior shift and call in an officer early from the next shift, selection will be requested by seniority. If no officer volunteers, and it should be necessary to order an officer to stay or report in early, the reverse basis of seniority will be followed.

3. In order to accept an overtime assignment, officers must be available for the length of the assignment. Officers on a definite court call (i.e., traffic court, summary suspension, subpoena, or motion to suppress) shall not be able to accept the assignment.

**H. Required Overtime - Training**

The Chief of Police or his designee may require officers to attend training. Officers required to attend training, on off-duty time, will be compensated for a minimum of two (2) hours, or the actual time worked, whichever is greater.

**I. Rescheduling**

Provided that the operational needs of the Department are otherwise met, mandatory rescheduling shall be on the basis of reverse seniority.

J. **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.

K. **Call Back**

A call back is defined as an official assignment of work which does not continuously follow an officer's regularly scheduled working hours. Employees reporting back to the Employer's premises at a specific time shall be compensated for two (2) hours at the appropriate overtime rate or for the actual time worked at the overtime rate, whichever is greater. Call back time shall be considered hours worked.

L. **Meetings**

Any officer required to be at a meeting not involving the discipline of the officer to conduct Police Department business during off-duty hours shall be compensated for a minimum of two (2) hours or the actual time worked, whichever is greater.

## ARTICLE 21

### **HOLIDAY PAY**

A. The following are paid holidays for eligible employees:

New Year's Day  
Memorial Day  
Fourth of July  
Labor Day  
Columbus Day  
Thanksgiving  
Day after Thanksgiving  
Christmas Day  
A Christmas floating holiday  
Floating Holiday

B. The rate of pay for holidays worked will be the regular rate, plus one (1) earned day of eight (8) hours. If the employee does not work the holiday, the employee will receive one earned day of eight (8) hours, with one exception concerning the use of sick time. If the employee calls in sick on the calendar day before the holiday, the holiday itself, or the calendar day after the holiday, the employee will only receive an eight (8) hour earned day if the employee obtains a doctor's certificate and submits the certificate to the officer's immediate supervisor within seven (7) days of the holiday. If an officer fails to produce the certificate within the time required, the officer will not earn the eight (8) hours of earned time for the particular holiday.

Whereas employees are credited with eighty (80) hours of earned time at the commencement of the calendar year, the employee who fails to produce the doctor's certificate as per this Article will have eight (8) hours of earned time deducted from his/her accumulated bank. If the employee has insufficient time in his/her accumulated earned time bank to cover the

deduction, the employee will be deducted the remainder of the time owed from other accumulated benefit time.

C. Any employee scheduled off who is rescheduled to work the holiday will receive time-and-one-half, plus one eight (8) hours of earned time.

D. Employees must give no more than thirty (30) days' written notice for earned days and must receive approval of his/her immediate on-duty supervisor. If two (2) officers request the same day off and written notice is received by their immediate supervisors on the same day, the more senior employee shall be granted the earned day.

E. If the employee's immediate supervisor determines that sufficient manpower is available, the employee may be granted a requested earned day. The supervisor shall not, unreasonably withhold his approval.

F. Officers will be permitted to carry over earned time from year to year to a maximum of 120 hours. Earned time in excess of one hundred twenty (120) hours not used during any given calendar year shall be paid into the employee's Downers Grove Fraternal Order of Police Lodge 73 Retiree Health Care Plan & Trust account at the end of that year by the end of January of the next calendar year. Officers shall be advanced the full amount of earned time for each respective year as of January 1st of that year and they may take the same consistent with the current practice. Upon separation from the Village, all monies owed through accrued earned time shall be paid into the employee's Downers Grove Fraternal Order of Police Lodge 73 Retiree Health Care Plan & Trust account.

## ARTICLE 22

### LEAVES OF ABSENCE

#### A. General Leave of Absence

##### 1. Requested for Illness, Injury or Personal Matters

Employees may request a general leave of absence to cover illness, injury or for personal matters. Generally, a leave of absence will not be granted to enable an employee to accept employment elsewhere or for self-employment and any employee who engages in employment elsewhere (including self-employment) while on any leave of absence may be immediately terminated by the Village; however, the Chief may grant such leave in his discretion. An employee who was previously approved for secondary employment, including self employment, prior to the leave may continue that same secondary employment under the same parameters that it was approved; however, the employee must request approval of any additional employment, including any expansion of the parameters previously approved, while on leave, pursuant to existing orders and regulations. Such leaves shall be on an unpaid status. Leaves of absence connected with illness shall not be granted until sick leave has been used. Application for general leave of absence due to illness or injury must be accompanied by a physician's statement. All requests for general leaves of absence shall be submitted to the Chief of Police. During such

leave of absence, the employee will not accrue vacation time or sick leave and is not eligible for holiday pay.

2. Duration of Leave of Absence

Leaves of absence may be granted for up to ninety (90) days and extensions may be granted for additional periods of up to ninety (90) days each, not to exceed a total of two (2) years leave, after which time the Employer/employee relationship shall be terminated. An employee may, during the leave, return to full employment status upon at least two (2) weeks' notice in writing to his immediate supervisor.

B. Emergency Leave

Employees shall be granted emergency leave in the event of death or serious illness of an immediate family member upon the written approval of the Chief of Police. Serious illness shall generally be considered to be an illness or injury causing the individual to be hospitalized. For purposes of this section an emergency shall be defined as an urgent situation that requires immediate action that could not have been planned in advance.

The employee shall receive up to a maximum of three (3) consecutive days' pay for loss of normal time during regularly scheduled work days, unless otherwise approved by the Chief of Police.

For the purposes of this Section, the term "immediate family" or "family" shall mean mother, father, wife, husband, daughter, son, sister or brother, father-in-law, mother-in-law, grandparent, grandchildren, step-child, sister-in-law, brother-in-law and step-parent.

Paid leave for this purpose will not be applicable in cases such as death or serious illness occurring during vacation, on a paid holiday, or in any other case which would result in paying twice for the same time off. No additional payment will be made if the employee is on leave of absence or is absent due to illness or injury. Any amount of emergency leave granted for serious illness of employee or immediate family member will be deducted from the employee's accumulated sick leave time.

C. Sick Leave

1. Privilege Accumulation Allowed

Sick leave is a privilege, not a right, extended to employees after their twelfth month of employment. Sick leave is accumulated on the basis of eight (8) hours for each month of service. Sick leave may not be used to obtain additional vacation time. Abuse of sick leave privileges is deemed sufficient cause for termination.

Employees engaged in completing the probationary period for a full employment status position may, upon approval of the Police Chief, be granted sick leave privileges during their first twelve months of employment.

2. Use of Sick Leave

In addition to personal illness or injury, sick leave may be granted, at the discretion of the Chief or his designee, for the following reasons:

- a. medical appointments which cannot be scheduled outside of working hours;
- b. illness or injury of a member of the employee's immediate family which necessitates the employee's absence from work.
- c. medical appointments required by the Village.

The number of hours of sick leave deducted from an officer's accumulated bank shall be equivalent to the number of regular work hours the officer missed from work (e.g. the officer regularly assigned to work eight (8) hours shall have eight (8) hours of sick leave deducted from his/her accumulated bank, the officer regularly assigned to work ten (10) hours shall have ten (10) hours of sick leave deducted from his/her accumulated bank, etc.).

3. Reporting

Notice of absence due to illness or injury shall be given by the employee to the immediate supervisor as far as possible in advance of the starting time for the scheduled work day. In any event, the supervisor should be advised no later than one (1) hour before the starting time on the day of the absence.

4. Doctor's Certificate Required

The Village may require an employee to submit a doctor's certificate for an absence of three (3) or more consecutive days. For absences of less than three (3) consecutive days, the Village may require an employee to submit a doctor's certification from a doctor of the Village's choice provided the doctor has the requisite expertise and further provided the doctor is located in the immediate geographical area of the Village of Downers Grove, provided that the Village pays the cost of any such examination and certification.

5. Other Compensation

- a. Whenever an employee suffers any injury in the line of duty which causes him to be unable to perform his duties, he shall continue to be paid by the Village on the same basis as he was paid before the injury with no deduction from his sick leave credits, earned time, compensatory time for overtime accumulations or vacations, or service credits in the pension fund during the time he is unable to perform his duties due to the results of the injury, but not longer than one year in relation to the same injury.
- b. At any time during the period for which continuing compensation is required by this Section, the Village may order, at the expense of the Village, physical or medical examinations of the person to determine the degree of his disability.

- c. Any salary due the employee from worker's compensation or any salary due him from any type of insurance carried by the Village shall revert to the Village during the time for which continuing compensation is paid to him under this Section.
- d. If the Village furnishes an employee with a vehicle or a vehicle allowance, such employee shall be eligible for Worker's Compensation benefits for injuries which may be incurred while traveling in such vehicle within the scope of the employee's work but the employee shall not be eligible for such benefits for injuries which may be incurred while traveling to and from work; provided, however, that the employee shall be eligible for such benefits for injuries incurred while traveling in such vehicle in response to an emergency work-related call as soon as the employee has taken some affirmative action to respond to an emergency call to proceed to a work-related site.
- e. In extraordinary situations, upon written approval of the Village Manager, such full-time employees shall be paid for up to one (1) additional full year as though they had worked full-time. In such cases, any payment received by such employee from Village insurance benefits for lost wages shall be endorsed over to the Village; provided that the employee shall not be required to endorse over to the Village any compensation awarded as damages in a civil suit.
- f. Employees covered by this Agreement are entitled to the benefits and protections of the Family Medical Leave Act.

6. Sick Leave Buy Back

- a. Sick Leave Earned on or Before May 1, 1995: For employees hired prior to May 1, 1995, all current accumulations of sick leave be established as of May 1, 1995. At the time of separation from employment with at least ten (10) years of full-time service, and provided two weeks' notice is given, the employees shall be paid for any unused sick leave earned on or before May 1, 1995, up to a maximum of one hundred twenty (120) working days, which shall be defined as 960 hours (i.e., 100% payment at the salary rate in effect when employee separates). An agreed list of such hours accumulated as of May 1, 1995, shall be attached to the collective bargaining agreement;
- b. Sick Leave Earned After May 1, 1995: For employees hired prior to May 1, 1995, as to all sick leave earned and accrued after May 1, 1995, at the time of separation from employment with at least ten (10) years of full-time service, and provided two weeks' notice is given, all current employees shall be paid at the salary rate in effect when the employee separates for any such sick leave which is unused according to the following schedule:
  - (i) if employee has 10 years or more service: 50%
  - (ii) if employee has 15 years or more service: 60%
  - (iii) if employee has 20 years or more service: 100%



Said payment shall only be made into the employee's Downers Grove Fraternal Order of Police Lodge 73 Retiree Health Care Plan & Trust account.

- c. Employees Hired After May 1, 1995: Employees hired after 5/1/95 shall not be eligible for sick leave buyback;
- d. Sick Leave Bought Back: Sick leave used for purposes of sick leave buyback may not be used for purposes of obtaining retirees' health insurance.

7. Light Duty Jobs

All officers shall have equal access to light duty jobs, regardless of the basis of the illness, or injury provided that officers suffering on-duty injuries shall have preference over officers suffering from off-duty injuries. This provision does not require the Village to create light duty jobs or to continue light duty jobs. Notwithstanding any language herein to the contrary, the Village shall abide by the Illinois Human Rights Act, specifically 775 ILCS 5/2-102(H), which addresses the rights of pregnant officers to receive light duty assignments.

D. Military Leave

All full-time officers who are, or who may become, members of the National Guard or of a Reserve Unit of any United States Military Force shall be entitled to a leave of absence without pay, not to exceed ten (10) working days in one calendar year, during such time as they are assigned by Military authority to active duty, training or field exercises. Solely for the purpose of implementing this Section, the calendar year shall be from October 1st to September 30th (the Military calendar year). Notwithstanding this provision, all employees shall be granted military leave in accordance with the requirements of State and federal law.

## ARTICLE 23

### CLOTHING ALLOWANCE

A. All employees covered by this Agreement shall receive a yearly clothing allowance in the sum of one percent (1%) of the Step 7 (after 7 years) salary as of June 1<sup>st</sup> of that fiscal year. This clothing allowance shall be used in accordance with the following:

1. The Village shall issue each officer a check for the appropriate sum as the annual clothing allowance on or before June 1st. Officers may only purchase items covered on the mutually agreed list (attached hereto as Appendix A), with the agreement that certain items (as indicated) must also be turned in when purchasing new items.

2. Officers will be responsible for ordering and picking up all uniform items. Officers will be billed directly by the vendors.

3. Officers may purchase approved items (not on the contracts) from other sources.

4. Probationary employees are ineligible for the annual clothing allowance. Once an officer completes his probationary period, the annual clothing allowance will be issued in accordance with Section A. However, officers completing probation after June 1st will only receive one-half of the annual clothing allowance.

5. Officers are not to trade in items purchased with Village funds for other items.

B. Probationary employees shall receive those items of clothing previously issued by the Village prior to the signing of this Agreement upon employment. Consistent with prior practice, clothing shall be issued at the appropriate season.

C. Probationary officers shall be responsible for providing an appropriate handgun, at their expense, which conforms to Department policy.

## ARTICLE 24

### VACATIONS

#### A. Vacation Time

All regular employees shall be entitled to vacation time with pay under the following schedule:

| <u>Service</u>     | <u>Vacation</u> |
|--------------------|-----------------|
| Start              | 80 hours        |
| After four years   | 120 hours       |
| After ten years    | 144 hours       |
| After eleven years | 152 hours       |
| After twelve years | 160 hours       |

Employees shall earn vacation allowances for any month in which they receive compensation for more than one hundred twenty (120) hours of work.

#### B. Vacation Scheduling

1. Sign-up for annual vacations will begin on November 15<sup>th</sup> of each year. Prior to sign-ups, an annual work schedule shall be posted by November 1.

2. A sign-up sheet will be posted providing each officer a date on which to select vacation. Dates will be assigned according to seniority, with the most senior officer being assigned the first date.

3. Officers may not sign-up prior to their assigned date unless all officers ahead of them have either signed up or waived their selection.

4. Officers who miss their sign-up date may sign-up at their earliest opportunity; however, no bumping will be allowed.

5. Officers not selecting their vacation during the sign-up period may still request vacation at any time; however, no bumping will be allowed.

6. A maximum of two (2) officers per shift may take the same week(s) vacation.

7. Vacation time may be taken in blocks of less than five (5) days and may be selected at any time after the sign-up period, provided that manpower requirements can be met and provided that employees give no more than thirty (30) days' written notice. Once the selected vacation time commences, vacation time cannot be canceled or converted to compensatory time except at the end of a week block which has already commenced. Only vacation time may be bid during the annual bidding process.

8. Provided a week block has not commenced, vacation time may be canceled by an officer at any time by notifying his immediate supervisor in writing. Vacation time may not be converted to compensatory time or earned time if chosen during the annual bid. If an officer cancels a vacation (or other approved) day off over a holiday, then the Department shall post notice to the officers on the same shift of the cancellation and, based on seniority, those officers shall be given the opportunity to use their accumulated time off to take the holiday off. For purposes of this section, no bumping shall occur forty-eight (48) hours prior to the day off. However, if the cancellation occurs less than forty-eight (48) hours prior to the day off no bumping shall occur twelve (12) hours prior to the day off. If the Village makes a good faith effort to comply with this section, the parties agree that there is no violation of this section.

9. A vacation schedule shall be posted.

**C. Vacation Pay**

The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job classification on the pay day immediately preceding the employee's vacation. Employees may request their vacation pay no later than ten (10) days prior to the start of a vacation period exceeding ten (10) days.

**D. Vacation Accumulation**

1. Accumulation Not Permitted

Employees shall not be allowed to carry over more than one hundred sixty (160) hours of accumulated vacation time from one calendar year to the next.

2. Accumulated Vacation - Separation

Accumulated vacation time shall be paid to full employment status employees at the time of separation from Village employment, provided that the employee has been employed by the Village for at least one (1) year and has given at least two (2) weeks' notice of resignation or

retirement, such payment shall be made only into the employee's Downers Grove Fraternal Order of Police Lodge 73 Retiree Health Care Plan & Trust account. Employees who are involuntarily dismissed or terminated for dishonesty, drunkenness, conviction of crime or other disciplinary reasons shall not be entitled to accumulated vacation pay.

E. **Earned or Compensatory Time**

Earned or compensatory time taken in week blocks shall be treated as vacation time. Earned, compensatory and vacation time taken in week blocks or more must be preceded by forty-eight (48) hours' notice in writing by the employee.

## ARTICLE 25

### INSURANCE

A. **Hospitalization, Dental and Optical Insurance**

1. Officers shall be permitted to participate in the Village's Section 125 Plan.
2. If upgrades in health insurance are granted to other employees of the Village, they shall all be granted to members of the bargaining unit at no cost.
3. Copies of the health insurance plan shall be distributed for information purposes.

All officers will participate in the Village's Health Plan, Dental Plan and Optical Plan with health premiums and co-pays to be the same as all Village employees. The bargaining unit shall be allowed representation as to the review and recommendation of insurance programs including, but not limited to insurance carriers and benefit levels.

B. **Life Insurance**

The Employer shall supply each full-time employee covered by the terms of this Agreement with term life insurance in the amount of \$100,000.

C. **Death in the Line of Duty**

If burial expenses are not otherwise payable by a charitable or volunteer organization or group, the Village agrees to defray funeral and burial expenses up to Five Thousand Dollars (\$5,000) for any officer killed in the line of duty.

D. **Health Retirement Savings Plan**

1. The Village agrees that officers covered under this agreement shall be eligible to participate in the Village's Health Retirement Savings Plan under the same terms and conditions offered to other non-bargaining Village employees.
2. Any RHS plan implemented by the Union shall be solely a Union sponsored plan. The Village shall only be responsible for administering payroll deductions as set

forth in the Downers Grove Fraternal Order of Police Lodge 73 Retiree Health Care Plan & Trust agreement and shall not be liable for any other aspect of the plan.

## ARTICLE 26

### WAGES

#### A. Wages

Employees covered by this agreement shall receive salary compensation, based upon years of service, pursuant to the following step structure, for the applicable time periods set forth below. Salary increases will be implemented the first full pay period in May ; however, officers hired after May 1, 2004, in addition to receiving wage increases on May 1<sup>st</sup> of each year with all other officers, shall also receive their step increases on the anniversary date of their hire.

1. **May 1, 2012 through April 30, 2013 (2%)**

| <u>Step</u> |               | <u>Annual Salary</u> |
|-------------|---------------|----------------------|
| Start       |               | \$59,524             |
| Step 1      | After 1 year  | \$62,915             |
| Step 2      | After 2 years | \$66,915             |
| Step 3      | After 3 years | \$70,986             |
| Step 4      | After 4 years | \$75,162             |
| Step 5      | After 5 years | \$79,492             |
| Step 6      | After 6 years | \$83,991             |
| Step 7      | After 7 years | \$89,181             |

2. **May 1, 2013 through April 30, 2014 (2%)**

| <u>Step</u> |               | <u>Annual Salary</u> |
|-------------|---------------|----------------------|
| Start       |               | \$60,715             |
| Step 1      | After 1 year  | \$64,173             |
| Step 2      | After 2 years | \$68,253             |
| Step 3      | After 3 years | \$72,406             |
| Step 4      | After 4 years | \$76,665             |
| Step 5      | After 5 years | \$81,081             |
| Step 6      | After 6 years | \$85,671             |
| Step 7      | After 7 years | \$90,964             |

3. **May 1, 2014 through April 30, 2015 (1%)**

| <u>Step</u> |               | <u>Annual Salary</u> |
|-------------|---------------|----------------------|
| Start       |               | \$61,322             |
| Step 1      | After 1 year  | \$64,815             |
| Step 2      | After 2 years | \$68,936             |
| Step 3      | After 3 years | \$73,130             |
| Step 4      | After 4 years | \$77,432             |

|        |               |          |
|--------|---------------|----------|
| Step 5 | After 5 years | \$81,892 |
| Step 6 | After 6 years | \$86,527 |
| Step 7 | After 7 years | \$91,874 |

**B. Performance Bonus**

Employees who have reached seven (7) years of service in the previous calendar year are eligible for a performance bonus of \$750 if they have less than fifteen (15) years of continuous full-time employment with the Village and \$1,000 if they have fifteen or more years of continuous full-time employment with the Village. The bonus will not be added to the employee's base salary.

An employee is not eligible for a performance bonus unless he/she receives an overall rating of "Meets Expectations" on the Employee Appraisal Form attached hereto as **Appendix C**. Appraisals will occur on an annual basis for the purpose of advising employees of their performance during the fiscal year and for the purpose of determining whether the performance "Meets Expectations" and whether an employee shall receive his/her performance bonus.

**C. Specialty Pay**

Field Training Officers, in addition to their annual salary, shall receive an additional one dollar (\$1.00) per hour while performing the duties of a Field Training Officer.

**ARTICLE 27**

**SECURITY DETAILS**

**A. Internal Security Details**

Police Department security details shall be made available to the patrol officers prior to offering such work to any other person(s). Internal security details shall be posted on a bulletin board made available to all officers, unless the Village determines that special circumstances require offering the work to employees with particular qualifications in a given instance(s). Otherwise, the Village shall equalize the availability of such details amongst the officers based on seniority. Such details shall be paid at the rates provided for in the overtime provisions of this Agreement with the exception of Village Council meetings which shall be paid at the officers' straight-time rate only.

**B. External Security Details**

All officers covered by this Agreement shall be permitted to work external details in addition to their regular employment in accordance with External Security Details (See, Appendix B).

## ARTICLE 28

### MAINTENANCE OF ECONOMIC BENEFITS

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

## ARTICLE 29

### EDUCATIONAL INCENTIVE

The Employer agreed to reimburse all costs of tuition and books to any bargaining unit member enrolled in any accredited college or university, as determined by the Human Resources Director, pursuant to the terms of this Article. The reimbursement applies to all courses required for an Associate, Bachelor or Masters Degree(s) in a police-related field or those designed to maintain or improve the skills required for an officer in his/her current job assignment or necessary to meet the express requirements of the Village.

#### A. Limitations

Reimbursement is limited to:

1. Two courses per academic semester;
2. \$4,500 per fiscal year;
3. Percent limited to grade Achievement (A=100%; B=80%; C=60%; any grade lower than "C" is non-reimbursable)

#### B. Approval

Advance approval of the Chief of Police, Director of Human Resources and Village Manager is required as a condition for payment of benefits under this Article. An application is provided for this purpose and must be completed and approved in advance with respect to the possible schools the officer might attend, the general courses the officer is considering taking, and the approximate amounts that the officer anticipates the course will cost. Budget approval shall be based upon the total funds available for tuition reimbursement with the Department and the number of educational assistance requests received. The Village will endeavor to fund all tuition reimbursement requests. The Village reserves the right to allocate its funds on a priority basis, but the Union reserves the right to ensure access to this benefit is not unreasonably restricted.

C. **Reimbursement**

Copies of the original grade report or certificate of completion, textbook receipts, and all other supporting documentation must be submitted before reimbursement can be made. A form is provided for this purpose. All approved reimbursement requests must be submitted within three (3) months from the end of the course otherwise reimbursement will be forfeited.

If an employee voluntarily leaves the Village within two years of completing a reimburse course, a percentage amount of reimbursed expenses will be due the Village according to the following schedule:

Reimbursement Monies Due Village

|              |      |
|--------------|------|
| 0-6 months   | 100% |
| 6-12 months  | 75%  |
| 12-18 months | 50%  |
| 18-24 months | 25%  |

**ARTICLE 30**

**PHYSICAL FITNESS**

Officers will be required to abide with physical fitness standards subject to the following:

- A. Specific guidelines will be discussed, negotiated and agreed to in Labor/Management meetings; and
- B. Officers shall be required to participate in the program and so long as they participate and evidence a good faith effort to meet the guidelines, officers shall not be subject to discipline.

**ARTICLE 31**

**F.O.P. REPRESENTATIVES**

For the purposes of administering and enforcing the provisions of this Agreement, the Employer agrees as follows:

A. **Attendance at State Lodge Meetings**

Subject to the need for orderly scheduling and emergencies, the Employer agrees that elected officials of the Board of Directors of the State Lodge up to a maximum of two (2) employees shall be permitted reasonable time off without pay to attend general, board or special meetings of the State Lodge, provided that at least forty-eight (48) hours' notice of such meetings shall be given in writing to the Employer, and provided further that the names of all such officials and officers shall be certified in writing to the Employer.



B. **Grievance Processing**

Local Union Representatives shall be permitted to take reasonable time while on duty for the purpose of aiding or assisting or otherwise representing officers in the handling and processing of grievances or exercising other rights set forth in this Agreement without loss of pay.

C. **Attendance at Conference**

Any employee(s) chosen as delegate(s) to an F.O.P. State or National Conference will, upon written application approved by the Lodge and submitted to the Village with at least fourteen (14) days' notice, be given a leave of absence without pay for the period of time required to attend such convention, seminar, meeting or conference. This period of time shall not exceed one (1) week.

D. **Local Union Negotiating Team**

Members designated as being on the Local Union negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties.

E. **Hearing Board Representation**

Any officer required to appear before a formal or informal hearing pursuant to the Village's request shall be compensated provided that the officer has not been suspended without pay or discharged. Any such officer may be assisted by a Local Union Representative. If the hearing occurs during the Local Union Representative's work day, the Local Union Representative shall not lose pay. Local Union Representatives may not accept an overtime assignment that conflicts with his requested presence at a hearing.

## ARTICLE 32

### **SAVINGS CLAUSE**

If any provisions of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by existing Executive Order or other competent authority, including boards or agencies, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

## ARTICLE 33

### **DURATION**

A. **Term of Agreement**

This Agreement shall be effective upon ratification by both parties and shall remain in full force and effect until April 30, 2015. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party at least one hundred eighty (180) days preceding expiration.

The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

**B. Continuing Effect**

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse procedure for a new Agreement or part thereof are continuing between the parties, provided that either party may terminate this Agreement by written notice to the other at least ten (10) days prior to the desired date of termination but not before the anniversary date of this contract.

**C. Entire Agreement**

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term.

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

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

For the Employer:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chief of Police

\_\_\_\_\_  
Village Manager

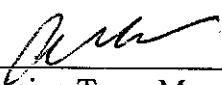
\_\_\_\_\_  
Village Clerk


For the Union:

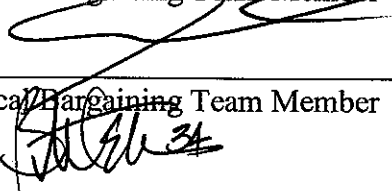
  
\_\_\_\_\_  
Illinois FOP Labor Council

  
\_\_\_\_\_  
Local President

  
\_\_\_\_\_  
Local Bargaining Team Member

  
\_\_\_\_\_  
Local Bargaining Team Member

  
\_\_\_\_\_  
Local Bargaining Team Member

  
\_\_\_\_\_  
Local Bargaining Team Member

## **TABLE OF APPENDICES**

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## APPENDIX A

### UNIFORM ITEM LIST

This uniform list is subject to periodic revision as agreed to by the parties.

|                                       |                                    |
|---------------------------------------|------------------------------------|
| Hat (summer)                          | Ammunition pouch***                |
| Hat (winter)                          | Handcuff case (duty***/off duty)   |
| Hat cover                             | Plain clothes ammo pouch           |
| Hat shield/badge***                   | Weapon magazines                   |
| Scarf                                 | Handcuff keys                      |
| Black wool winter hat                 | Handcuffs***                       |
| Uniform shirts (long/short sleeve)*** | Mace/OC spray***                   |
| Badge***                              | Mace/OC spray case***              |
| Off duty badge***                     | Baton/flashlight ring***           |
| Off duty badge case                   | Baton/ASP***                       |
| Name tags                             | ASP holder***                      |
| Radio shoulder strap***               | Key holder                         |
| Uniform ties                          | Radio holder***                    |
| Tie Tac (approved)                    | Belt keepers                       |
| Ballistic vest cover                  | Flashlights/flashlight accessories |
| Uniform sweater (pull-over/zipper)    | Flashlight charger                 |
| Spring jacket***                      | Whistle                            |
| Winter/leather jacket***              | Reversible Raincoat***             |
| Thermal undergarments                 | Equipment case/bag                 |
| Uniform pants                         | Ticket holder/clipboard            |
| Uniform shoes/boots                   | Business cards (approved)          |
| Black socks                           | Utility knife/knife case           |
| Under shirts (navy/black/white)       | Ammunition                         |
| Gloves                                | Duty holster***                    |
| Belt                                  | Plain clothes holster              |
| Garrison belt/Utility belt***         | Dress uniform                      |

A. Officers assigned to specialty positions may purchase additional items as approved by the department.

B. All uniform items must be purchased through contracted vendors.

C. Equipment/uniform items that are starred \*\*\* must be turned in upon retirement/separation.

D. Bullet proof vests, Department keys and ID Cards must be turned in upon retirement/separation.

## APPENDIX B

### **DOWNERS GROVE POLICY/PROCEDURE**

#### **CONDITIONS OF WORK**

**22.3**

#### **22.3.6 POLICY, APPROVAL, DOCUMENTATION AND REVIEW OF EXTERNAL SECURITY DETAILS**

##### **PURPOSE**

The purpose of this order is to establish certain provisions for non-probationary police personnel to work external security while limiting the liability to the Village of Downers Grove.

##### **A. PRIMARY RESPONSIBILITY:**

All police personnel who engage in an external security detail will recognize that their primary responsibility employment is to the Downers Grove Police Department and the citizens of this Village. Officers are subject to call at any time for emergencies, mandatory overtime duty, or mandatory special assignments. External security details will not infringe on this obligation.

##### **B. GUIDELINES/RESTRICTIONS**

1. No external security detail may be undertaken or continued where a conflict of interest exists with the Village of Downers Grove or the Police Department or where such employment brings discredit to the Officer, Police Department or Village of Downers Grove.
2. A request for approval of an external security detail must be completed by the Officer using the attached form.
3. All external security detail requests are subject to the approval of the Chief of Police or his designee. Requests will not be unreasonably denied or terminated.
4. Employees cannot perform any external security detail in a Downers Grove Police Department uniform nor may any equipment belonging to the Village of Downers Grove be utilized.
5. Officers engaged in private security employment are considered private citizens. As such, their conduct shall be governed by the Illinois Revised Statutes.
6. Officers are responsible for locating their own external security employment. Fees/wages are strictly the responsibility of the Officer and the external security employer.
7. No external security detail may be accepted where the sale and/or consumption of alcoholic beverages is the primary business or where an employee might act as a

bouncer for an establishment where liquor is sold but is not the primary business. If an Officer works for an organization or establishment where liquor is served, he/she cannot serve as security for any banquet gathering in same.

8. External security details for collection agencies, bail bond providers, or employer(s) who are known to be convicted felons or associate with known felons is strictly prohibited.
9. Any Downers Grove Police Officer working an external security detail in any retail store or otherwise who is in any way involved in the apprehension and/or interrogation or detention of a suspect shall assure that such suspect is accorded, by the Downers Grove Police Officer, all constitutional and other rights pursuant to applicable Department policy which said Officer would and should accord to such a suspect were the suspect being apprehended, interrogated or detained while the Officer was on Departmental duty.
10. Hours related to external security details must not exceed twenty (20) hours per week and cannot conflict with an employee's ability to work his/her required scheduled shift. Officer(s) may exceed the twenty (20) hour per week limit only in direct relation to the amount of time in a regularly scheduled 40 hour work week that an Officer is off on vacation, compensatory or earned time. In no event can the hours devoted to external security details exceed sixty (60) per week.
11. All officers shall arrange their schedules to accommodate any court or other official appearance on behalf of the external security employer, and shall not be paid by the Village for such appearance. Officers may use their earned and/or compensatory time, in accordance with established procedures, to so arrange their schedules.
12. External security employment must conform to all applicable state, federal and local laws or ordinances. The intent of "local laws and ordinances" is not to prohibit or limit external security details either through existing or future local laws or ordinances.
13. An external security detail request will be denied to any applicant whose sick record indicates the lack of stamina necessary to sustain both departmental and security detail employment. For purposes of this guideline, an employee's sick record will be examined for a period of one (1) year prior to the date an external security detail request is submitted to the Chief of Police or his designee. In making a determination as to an employee's stamina, the sick record will be judged as a whole, and the total number of sick hours used by an employee shall not be determinative in and of itself.
14. No external security detail will be permitted in those cases where the statutes of the Officer has changed from full-duty to workmen's compensation or restricted duty status. Officers returning to full-duty status must submit a new external

Policy/Procedure 22.3.5

security detail request.

15. The Chief of Police must be notified within seventy two (72) hours when the external security detail is terminated.
16. The Department shall forward a copy of this policy pursuant to which a Downers Grove Police Officer accepts external security employment to any employer hiring a Downers Grove Officer for external security work.
17. The Chief of Police on an annual basis, will review extra duty employment to assure compliance with all policies, processes, and other matters deemed appropriate.

Any appeal of the above stated provisions shall be handled through the grievance process, exclusive of Step #1.



## APPENDIX C

### **Performance Evaluation**

EVALUATION YEAR





**DOWNERS GROVE POLICE DEPARTMENT**

**SUBJECT: PERFORMANCE EVALUATION**

**RE: PERSONNEL PROCESS**

**EFFECTIVE DATE:**

---

**REFERENCE: PERFORMANCE EVALUATION**

**PURPOSE:**

The purpose of this order is to establish a systematic and comprehensive performance evaluation for patrol officers.

**SUPERVISOR'S INTRODUCTION:**

The vitality of a police organization is directly dependent upon the performance of individual members. Performance must be continually evaluated and adjusted to meet the objectives of the organization. Performance evaluation can best be accomplished through the team effort of an employee and supervisor.

The purpose of employee evaluation is to allow the department and the employee to gauge his/her performance in the accomplishment of departmental goals. A key factor in this process is the relationship between the Supervisor and the Patrol Officer. It is the Supervisor who has a responsibility to train and counsel patrol officers and encourage them to deliver good, efficient and professional service to the community.

The evaluation process should be a method of determining noteworthy accomplishments and shortcomings in individual performance and not be used as a disciplinary tool. A Supervisor should be monitoring the performance of patrol officers and communicate expectations clearly and concisely.

Occasional lapses or mistakes are to be expected and these by themselves should be corrected immediately by the Supervisor. Shortcomings that continue after corrective actions have been taken, should be noted. It is important that the evaluation be objective and, to this end, documentation for shortcomings or noteworthy accomplishment is imperative. The main purpose of any evaluation system is to improve performance.

## PROCEDURE:

1. **Performance Evaluation**
  - A. The performance review is to identify and recognize employee contributions in order to encourage employees to put forth their best efforts and to reward them for doing so.
  - B. Performance rating will offer reinforcement for categories of superior work and pinpoint individual weakness, which require improvement.
  - C. Improve communication – the performance evaluation acts as a vehicle to promote meaningful discussion between the employee and supervisor concerning their work environment.
  - D. Promote personnel and department professionalism – The performance evaluation will act as a tool to identify training needs within the department. It will also identify individuals best suited for special assignments and promotion to more responsible positions.
  
2. **Completing Evaluation Requirements**
  - A. Evaluation is a continuous process requiring the Supervisor to make objective observations of the employee's work. Since it is impossible to have total recall of these observations, the Supervisor is expected to continually make note of both satisfactory and unsatisfactory performance. The Supervisor shall advise the employee of unsatisfactory performance at the time of observation, and supply to the employee a copy of all documentation made (not to include Supervisor's notes). The Employee evaluation input form (see attached) will be made available to assist the employee and supervisor in forwarding comments and activities to the evaluation file.
  - B. The evaluation pre-pool meeting will be held prior to the issuance of patrol personnel ratings. The purpose of the meeting is to verify individual supervisor's evaluation scores and complete all appropriate narrative portions of the performance evaluation. The evaluation pool meeting is held after all officers have received their evaluations. An officer contesting his/her evaluation may appear at this meeting to provide pertinent information or documentation (relating to specific evaluation categories) to influence a rating change. Subject to availability, supervisors will be present to answer questions and consider the merits of any information or documentation presented, and the Deputy Chief of Operations will provide, in writing, to the patrol officer the results of their appeal.
  - C. A performance evaluation form shall be completed for each employee on an annual basis in accordance with a regular schedule developed for that purpose. The evaluation period will begin on May 1. All patrol officers must have their self-evaluation form completed and turned in to their evaluating sergeants by April 15<sup>th</sup>. The evaluating sergeant will then review the officer's self-evaluation form before completing their supervisor's evaluation. Probationary employees will be evaluated on a monthly basis for the first six (6) months after field training; they will then be evaluated every three (3) months up to their

probationary status being concluded. The Deputy Chief of Operations shall arrange for a pre-pool meeting with the lieutenants and sergeants to discuss the employees' evaluations. During this meeting, each employee's evaluation will be discussed and a total score assigned. In cases including officers assigned to the patrol division, teams consisting of three sergeants will be utilized to discuss and agree on a final score for the individual patrol officers assigned to that team. Noteworthy accomplishments and shortcomings will be documented on the employee's evaluation form. The Operation's Lieutenant will attempt to schedule evaluation assignments based on the frequency in which an officer works with a specific sergeant.

Employees will be notified by their Supervisor five (5) business days prior to the evaluation meeting. This notice can be waived by mutual agreement. The employee being evaluated will be provided with a copy of all written documentation utilized in making the evaluation, unless previously received. An employee not agreeing with the annual evaluation score or comments made will have the opportunity to discuss their views in these areas at the pool meeting. Employees shall have the right to union representation at the pool meeting. If the officer chosen is off-duty he/she will not be provided with compensation. On duty officers will be allowed to assist in representation at the pool meeting.

The Supervisor and the employee shall then sign the document, indicating that they are aware of the evaluation content. The "Employee's Comments" section may then be completed by the employee. These comments must be added prior to the pool meeting. Any area of strong agreement or disagreement between employee and the Supervisor should be mentioned in this section. If the employee does not have a comment he/she should so indicate by placing the word "None" and signing the appropriate box.

- D. When each supervisor completes the evaluation requirements of a given period, he/she shall forward the evaluation form to the Deputy Chief of Operations. The Deputy Chief of Operations shall arrange for a Supervisors' pool meeting. The Deputy Chief of Operations shall take note of those employees desiring to have a review at the Supervisors' pool and shall notify the employee, in writing, of the meeting day, date and time that he/she may appear. Pool meetings will be conducted Monday through Friday between 0800-1700 hours. The employee may request to change the date and time of the pool meeting, and such requests will not be unreasonably denied. The employee who appears before the Supervisors' pool meeting shall have reasonable length of time, but not exceeding two (2) hours, unless extended by mutual agreement, to state his/her reasonings for reconsideration. The Deputy Chief of Operations shall forward the results of the pool to the employee no later than five (5) days after the scheduled meeting date.
- E. Supervisors will keep patrol personnel evaluations strictly confidential.

- F. Appeals beyond the Supervisors' pool meeting will be handled through the grievance process, excluding Step 1.

3. ACTION FOLLOWING EVALUATION

- A. The evaluation process does not stop with the completion of an evaluation form. Communication between the employee and his/her supervisor must continue in order to identify progress on categories of deficiency and achievement toward future improvement.
- B. Evaluation reports will be considered when determining training needs for the department. They will also be used to identify persons best suited for special assignments and persons deserving of administrative appointments and promotions to meet department needs within established budgetary restraints.

**EMPLOYEE EVALUATION INPUT FORM**

**INCIDENT #** \_\_\_\_\_ **DATE/TIME OF CALL** \_\_\_\_\_  
**LOCATION:** \_\_\_\_\_

**NARRATIVE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OFFICER** \_\_\_\_\_

**DOWNERS GROVE POLICE DEPARTMENT**  
*Employee Evaluation*

**SELF-EVALUATION**

Year: \_\_\_\_\_

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

Position: \_\_\_\_\_

| Performances                | Weight | Needs Improvement |    | Meets Standards<br>3 | Exceeds Standards |    |
|-----------------------------|--------|-------------------|----|----------------------|-------------------|----|
|                             |        | 1*                | 2* |                      | 4*                | 5* |
| 1. Quality of Work          |        |                   |    |                      |                   |    |
| 2. Knowledge of Work        |        |                   |    |                      |                   |    |
| 3. Initiative               |        |                   |    |                      |                   |    |
| 4. Relationship with People |        |                   |    |                      |                   |    |
| 5. Judgement                |        |                   |    |                      |                   |    |
|                             |        |                   |    |                      |                   |    |
|                             |        |                   |    |                      |                   |    |
|                             |        |                   |    |                      |                   |    |
|                             |        |                   |    |                      |                   |    |
| Totals: ~                   | 100%   |                   |    |                      |                   |    |

\*Requires Continents

1. Rarely Meets Standards

Total Score \_\_\_\_\_

2. Inconsistent in Meeting Standards

Employee Signature: \_\_\_\_\_

3. Consistently Meets Standards

Date: \_\_\_\_\_

4. Often Exceeds Standards

5. Consistent Exceeds Standards

Supervisor's Signature \_\_\_\_\_

Rater's Supervisor \_\_\_\_\_

Chief's Signature \_\_\_\_\_

Pool:  Yes  No

Received Copy \_\_\_\_\_ (employee initial)

Date: \_\_\_\_\_

## SELF-EVALUATION GUIDE

### 1. QUALITY OF WORK

- A. Police reports rarely returned for corrections.
- B. Evidence is properly handled and processed.
- C. Booking procedures are properly followed.
- D. Special assignments or projects are completed properly and in a timely manner.
- E. Displays positive attitude, and is properly prepared for duty.
- F. Patrol officer's driving habits conform to all applicable laws and department policies.

### 2. KNOWLEDGE OF WORK

- A. Displays an overall knowledge of criminal law, vehicle code, and local ordinances.
- B. Displays knowledge of departmental procedures and policies.
- C. Work does not have to be closely supervised.
- D. Innovative techniques or methods used to combat or solve a problem (crime, traffic or community problems).
- E. Proper safety techniques are followed when dealing with prisoners (example: proper searches, proper transport procedures, etc.).
- F. Proper radio procedures are followed (officer does not miss radio calls and responds appropriately when officers need assistance).

### 3. INITIATIVE

- A. Patrol officer's unassigned time is effectively utilized to produce self-initiated activity (traffic enforcement, field contacts, code 34's, dui arrests, building checks/open doors).
- B. Patrol officer takes on special assignments or tasks, and handles them well.
- C. Ability to follow up on a situation properly (this can be a criminal case, community or traffic problem, or anything else applicable).

### 4. RELATIONSHIP WITH PEOPLE

- A. Ability to work with supervisors.
- B. Courtesy is demonstrated in dealing with citizens.
- C. Works well with fellow officers
- D. Patrol officers readily assists or back up other officers.
- E. Ability to work well with other departmental divisions, outside agencies, or other village departments.
- F. Demonstrates willingness to guide less experienced officers.

### 5. JUDGEMENT

- A. Demonstrates ability to take command of emergency situations.
- B. Displays sound decision making abilities.
- C. Makes good utilization of resources available.
- D. Demonstrates good problem solving abilities.
- E. Response to emergency situations is made properly, safely, and appropriately.

| <b>EVALUATION WEIGHT SHEET</b>     |  |  |                            |
|------------------------------------|--|--|----------------------------|
|                                    | <b>Patrol Division/<br/>Traffic Unit</b> | <b>DARE, "COP" Officers,<br/>School Counselors</b> | <b>Detectives,<br/>Tac</b> |
| <b>1. Quality of Work</b>          | 20%                                      | 20%  | 20%                        |
| <b>2. Knowledge of Work</b>        | 20%                                      | 20%  | 20%                        |
| <b>3. Initiative</b>               | 20%                                      | 20%  | 20%                        |
| <b>4. Relationship with People</b> | 20%                                      | 20%  | 20%                        |
| <b>5. Judgement</b>                | 20%                                      | 20%  | 20%                        |





Remedial Activities (areas Needing Improvement). Actions which supervisor and employee have agreed upon to correct performance evaluation. Needs Improvement.



APPENDIX D

**Dues Authorization Form**

**ILLINOIS FRATERNAL ORDER OF POLICE  
LABOR COUNCIL  
974 CLOCKTOWER DRIVE  
SPRINGFIELD, ILLINOIS 62704**

I, \_\_\_\_\_, hereby authorize my employer, \_\_\_\_\_, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my employer named hereinabove to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Employment Start Date: \_\_\_\_\_

Title: \_\_\_\_\_

---

**Employer, please remit all dues deductions to:**

Illinois Fraternal Order of Police Labor Council  
Attn: Accounting  
974 Clocktower Drive  
Springfield, Illinois 62704  
(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction.

**APPENDIX E**

**GRIEVANCE**

(use additional sheets where necessary)



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

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

**STEP ONE**

Date of Incident or Date Knew of Facts Giving Rise to Grievance: \_\_\_\_\_

Article(s)/Sections(s) violated: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Remedy Sought: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Given To: \_\_\_\_\_ Date: \_\_\_\_\_

Grievant's Signature

FOP Representative Signature

**EMPLOYER'S RESPONSE**

\_\_\_\_\_  
\_\_\_\_\_

Employer Representative Signature

Position

Person to Whom Response Given

Date

**STEP TWO**

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

\_\_\_\_\_  
\_\_\_\_\_

Given To: \_\_\_\_\_ Date: \_\_\_\_\_

Grievant's Signature

FOP Representative Signature

**EMPLOYER'S RESPONSE**

\_\_\_\_\_  
\_\_\_\_\_

Employer Representative Signature

Position

Person to Whom Response Given

Date

Lodge/Unit No. / Year / Grievance No.

**STEP THREE**

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

Given To: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

**EMPLOYER'S RESPONSE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

Lodge/Unit No. / Year / Grievance No.

**STEP FOUR**

Given To: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

**EMPLOYER'S RESPONSE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

**REFERRAL TO ARBITRATION by Illinois FOP Labor Council**

\_\_\_\_\_  
Person to Whom Referral Given

\_\_\_\_\_  
Date

\_\_\_\_\_  
FOP Labor Council Representative



## APPENDIX F

### VILLAGE OF DOWNERS GROVE DRUG AND ALCOHOL TESTING

#### I. PURPOSE AND DEFINITIONS

The Parties desire to provide a safe working environment, to protect and preserve the rights of the employees, and to safeguard the Village and its employees from liability.

Therefore, the parties agree to the following to insure an employee's fitness for duty as a condition of employment and to insure drug alcohol tests are conducted based on a reasonable objective basis and according to established procedure.

#### Definitions

- a. "Confirmatory test" and "confirmatory retest" means a drug or alcohol test that uses TLC (thin layer chromatography), HPTLC (high performance thin layer chromatography), or GLC (gas liquid chromatography) for initial screening; and GC/MS (gas chromatography/mass spectrometry) for the confirmation step.
- b. "Drug" means a controlled substance as defined in Illinois Statutes, 720 ILCS 570/100, et seq.
- c. "Drug and alcohol testing", "drug or alcohol testing", or "drug and alcohol test" mean analysis of a body component sample under one of the above testing procedures, including blood or urine for the purpose of measuring the presence or absence of drugs, alcohol or their metabolites in the sample tested.
- d. "Employee" means a person covered by the terms of this Agreement.
- e. "Employer" means the Village of Downers Grove acting through its Chief of Police or any authorized designee of the Chief of Police.
- f. "Initial screening" means a drug or alcohol test which uses a method of analysis as outlined in this procedure (subsection "a" above) and is capable of providing data as to general classes of drugs, alcohol, or their metabolites.
- g. "Positive test result" means a finding of the presence of drugs or their metabolites in sufficient quantity that establishes, based on accepted scientific principles, that the Employee has used or consumed the specific drug.
- h. "Reasonable Suspicion" means a basis for forming a reasonable belief based on specific identified facts and reasonable inferences drawn from those facts.

#### II. PROHIBITIONS

- a. No employee shall be under the influence of any drug or alcohol while the Employee is working or while the Employee is on the Employer's premises or operating the

Employer's vehicle, machinery or equipment, except to the extent authorized by a valid medical prescription.

- b. No Employee shall use, possess, sell or transfer drugs or alcohol while the Employee is working or while the employee is on the Employer's premises or operating the Employer's vehicle, machinery or equipment; except to the extent authorized by a valid medical prescription or when engaged in approved law enforcement activity.

### III. DRUG AND ALCOHOL TESTING PERMITTED

The Employer may request or require an Employee to undergo drug and alcohol testing when:

- a. Employees selected for advertised job vacancies within the police department may be requested or required to undergo a test to determine the presence of drugs prior to assignment to the new position. This test will be a one time test and is only for the person(s) selected for the position.
- b. Employees returning from a sick leave or absence of sixty (60) days or more shall be required to submit prior to returning.
- c. The Employer or any supervisor of the Employee has a reasonable suspicion that the Employee, in violation of the prohibitions set forth in Section 2 ("Prohibitions") above:
  1. Is under the influence of drugs or alcohol while the Employee is working, or while the Employee is on the Employer's premises, or operating the Employer's vehicle, machinery, or equipment; or
  2. Has used, possessed, sold or transferred drugs or alcohol while the Employee is working or while the Employee is on the Employer's premises or operating the Employer's vehicle, machinery or equipment.

There shall be no random, periodic, or unit wide testing of Employees, except random testing of an individual Employee as authorized in Section 3(1) and Section 8 below. The foregoing shall not limit the right of the Employer to conduct such test as it may deem appropriate for persons seeking employment as police officers prior to their date of hire.

### IV. PROCEDURE FOR TESTING

- a. Notification form: Before requesting an Employee to undergo drug or alcohol testing, the Employer shall provide the individual with a form on which to:
  1. Acknowledge that the individual has been given a copy of this drug and alcohol testing procedure at the time the request was made; and
  2. Indicate any over the counter or prescription medications that the individual is currently taking, or has recently taken, and any other information which the Employee may deem relevant to the reliability of, or explanation for, a positive test result; and
  3. Indicate consent to undergo the drug and alcohol testing.



In addition, the Employer shall specifically indicate in writing on the notification form the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The Employee shall be permitted reasonable time to consult with a representative of the Lodge of his choosing (the Lodge representative may be Counsel designated by the FOP Labor Council) at the time the request is made. No questioning of the Employee shall be conducted without first affording the Employee all rights provided, included but not limited to the right to representation, as provided in the Peace Officers Disciplinary Act, 50 ILCS 725/1 et seq. The parties agree that the taking of the test and the consent derived from this form do not constitute a waiver of any objections the Employee may later raise, including the right to contest results pursuant to Section 6 herein.

- b. Test Sample: The test sample shall be obtained only at a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has been or is capable of being accredited by the National Institute of Drug Abuse (NIDA). A sufficient sample of the same bodily fluid or material shall be collected from an Employee to allow for initial screening, a confirmatory test and a sufficient amount of the same sample to be set aside and reserved for later testing if requested by the Employee. The procedures for taking the sample shall insure privacy to the Employees to the extent practicable, consistent with the need to prevent tampering with the sample.
- c. Identification of Samples: Each sample shall be sealed into a suitable container free of any contamination that could affect test results and be immediately labeled with the Employee's name (and social security number if the Employee desires), be initialed by the Employee, and be signed and dated by the person witnessing the sample and the person taking the sample.
- d. Chain of Custody: The Employer shall maintain a written record of the chain of custody and ensure proper handling of the sample. The written record shall include a signature of each person accepting transfer of the sample, the date and time of the transfer, and a notation of the condition of the seal.
- e. Laboratory: All drug or alcohol testing shall use the services of a testing laboratory that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA), and conforms to all NIDA standards.
- f. Methods of Analysis: The testing laboratory shall use methods of analysis and procedures to insure reliable drug and alcohol test results, including standards for initial screening tests and confirmatory tests.
- g. Retention and Storage: Retention and storage procedures shall comply with the rules regarding proper preservation of evidence and all samples that produced a positive result shall be retained and properly stored for at least six (6) months to the conclusion of all proceedings for review have been concluded.
- h. Test Report: The testing laboratory shall prepare a written report indicating the drugs, alcohol, or their metabolites tested for, the types of tests conducted, and whether the test produced negative or positive test results, and the testing laboratory shall disclose that report to the Employer within three (3) calendar days after obtaining the final confirmatory test report. Positive results on an initial screening test shall not be reported to the Employer unless a positive result is obtained on the GC/MS confirmatory test of the same sample.

- i. **Notice of Test Results:** Within three (3) calendar days after receipt of the test result report from the testing laboratory, the Employer shall inform in writing an Employee who has undergone drug or alcohol testing of:

1. A negative test result on an initial screening test or of a negative or positive test result on a confirmatory test.
2. The right to request and receive from the Employer a copy of the test result report, the right to submit information to the Employer within three (3) calendar days after notice of a positive test result to explain that result, and the right to access to information in the Employee's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process, and conclusions drawn from and actions taken based on the reports or other acquired information.

The Employer will provide the Employee tested with an opportunity to have the reserved portion of the sample tested by a clinical laboratory or hospital facility of the Employee's own choosing, at the Employee's own expense; provided the Employee notifies the Employer within five (5) calendar days of receiving the notice from the Employer of the results of the tests.

- j. **Alcohol Testing:** With regard to alcohol testing, for the purpose of determining whether the officer is under the influence of alcohol, test results that show an alcohol concentration of .08 or more based upon the grams of alcohol per 100 milliliters of blood shall be considered positive.

(Note 1: the concentration level to determine whether an officer is "under the influence of alcohol" is derived from the DUI laws in the State of Illinois (625 ILCS 5/11-500, et. seq.) and should the State law's concentration level be changed so shall this section in order to mirror the State law.)

(Note 2: the foregoing standard shall not preclude the Employer from attempting to show the test results below .08 demonstrate that the officer was under the influence to the extent to significantly impair the Employee's ability to perform his/her duties consistent with Illinois law, but the Employer shall bear the burden of proof in such cases and may use and refer to any existing state or federal laws and/or municipal ordinances in furtherance of their argument -- e.g., Fitness for Duty standard is a .04 pursuant to 10 C.F.R. 26.24(g) and Village of Downers Grove Administrative Regulation requiring the holder of a safety-sensitive driving position, a holder of a CDL, to a standard of .02 -- and the Union may argue the weight and/or applicability of such standards under the particular circumstances.)

- k. **Re-assignment During Testing Procedures:** No Employee shall be the subject of any adverse employment action, except emergency temporary re-assignment with pay during the pendency of any testing procedure. Any such emergency re-assignment shall be immediately discontinued in the event of a negative test result.

## V. REFUSAL TO UNDERGO TESTING

If any Employee refuses to undergo drug or alcohol testing requested or required by the Employer, no such test shall be given, and the Employer may recommend to the Board of Fire and Police Commissioners that the Employee be discharged from employment on the grounds of insubordination. The Employee and/or his/her representative shall have the right to offer evidence

in mitigation to the Board of Fire and Police commissioners. The Board of Fire and Police Commissioners shall have the authority to order treatment and counseling as an alternative to or in conjunction with any discipline that may be appropriate.

No Employee who refuses to undergo drug or alcohol testing of a blood sample upon bonafide religious grounds shall be deemed to have refused unless the Employee also refuses to undergo drug or alcohol testing of a urine sample.

The Employee's taking of the test shall not be construed a waiver of any objection or rights that he/she may have under this Agreement or applicable law.

#### VI. RIGHT TO CONTEST

The Lodge and/or the Employee, with or without the Lodge, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to these tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impair any legal rights that Employees may have with regard to such testing under applicable law. Employees retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Lodge.

The election of forums for dispute resolution shall be made by the Employee, subject to the Lodge's sole authority to refer disputes to grievance arbitration. The choice of forums shall be mutually exclusive, i.e., if an Employee elects to refer the matter to the grievance procedure and the Lodge elects to refer the dispute to arbitration, no resort to the Board of Fire and Police Commissioners may be made; on the contrary, if the Employee elects to have the Board of Fire and Police Commissioners hear the dispute, no grievance may be referred to grievance arbitration.

#### VII. VOLUNTARY REQUESTS FOR ASSISTANCE

The Employer shall take no adverse employment action against an Employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Employer may require re-assignment of the Employee with pay if he is then unfit for duty in his current assignment. The Employer shall make available a means by which the Employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the Village, through whatever means, shall not be used in any manner adverse to the Employee's interests, except reassignment as described above.

#### VIII. DISCIPLINE

Use of illegal, controlled drugs at any time while employed by the Employer (except as may be required in the line of duty) shall be cause for discipline, including discharge, subject to the decision of the Board of Fire and Police Commissioners. All other issues relating to the drug and alcohol testing process (i.e. whether there is reasonable suspicion for ordering an Employee to undertake a test, whether a proper chain of custody has been maintained, etc.) may be grieved in accordance with the grievance and arbitration procedure set forth in this Agreement.

Nothing in this Section shall be construed to prevent an officer from:

- a. Asserting that there should be treatment in lieu of discipline in any disciplinary proceeding; or
- b. Contesting any discipline that may be imposed under applicable federal or state discrimination laws.

All Employees who voluntarily seek assistance with drug and/or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action by the Employer. The foregoing is conditioned upon:

- a. The Employee agreeing to appropriate treatment as determined by the treating physician(s) involved;
- b. The Employee discontinues his use of illegal drugs or abuse of alcohol;
- c. The Employee completes the course of treatment prescribed, including an "after care" group for a period of up to twelve (12) months, as may be prescribed by the treating physician(s).
- d. The Employee agrees to submit to random testing during hours of work during the period of "after care".

Employees who do not agree to the foregoing, or who test positive a second or subsequent time for the presence of illegal drugs or alcohol during the hours of work shall be subject to discipline, up to and including discharge.

If an Employee is placed in a rehabilitation program, such placement shall not be construed as an obligation on the part of the Employer to retain an Employee on active status throughout the period of rehabilitation, if it is appropriately determined that the Employee's current use of alcohol or drugs prevents such individual from performing any of the duties of a police officer or whose continuance on active status would constitute a direct threat to the property or safety of others. Such Employees shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence pending treatment. The foregoing shall not limit the Employer's right to discipline Employees for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

Employees who are taking prescribed over the counter medication that has adverse side effects which interfere with the Employee's ability to perform his normal duties, may be temporarily re-assigned with pay to other more suitable police duties.

#### **IX. COMPLIANCE WITH LAW**

The Village maintains a drug-free work place policy. In the event an employee is convicted of any criminal drug statute for a violation occurring in the workplace, said employee shall notify the Village no later than five (5) days after such conviction. Failure to timely notify the Village may result in disciplinary action. By law, if the Village is involved in a federal and/or State contract or grant, the Village shall notify the federal and/or State contracting officer, if any, with ten (10) days after receiving such notice from an employee or otherwise receiving such notice of a conviction, and may impose appropriate discipline within thirty (30) days of receiving such notice.

## APPENDIX G



### **DOWNERS GROVE POLICE DEPARTMENT**

**825 Burlington Avenue  
Downers Grove, IL 60515  
(630)434-5600**

#### **VILLAGE OF DOWNERS GROVE, DEPARTMENT OF POLICE POLICE OFFICER CONDITIONS OF EMPLOYMENT**

For and in consideration of having been appointed a Probationary Police Officer, for the Village of Downers Grove (hereinafter referred to as the Village), on \_\_\_\_\_, 20\_\_, and for other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned covenants and agrees as follows:

1. That he or she is hired as a probationary police officer and that satisfactory completion of nineteen (19) months of probationary employment is required by all probationary police officers before a regular appointment to said position.
2. That within the first nineteen (19) months of employment, each probationary police officer who has not already done so must attend and satisfactorily complete a Basic Law Enforcement course of instruction, of which the content, duration and criteria for receiving a final passing grade must and shall be approved and certified by the Illinois Local Governmental Police Officers Training Board.
3. That each probationary police officer who has not already done so must, as soon as is practically possible following initial appointment, successfully complete the mandatory course of instruction of firearms use and proficiency, as well as the mandatory physical fitness proficiency standards tests. Said courses being one approved and certified by the same training board mentioned above.
4. If the employee has his or her probationary period extended, or is granted a leave of absence during the period covered by this Agreement, the period of Agreement shall be extended accordingly.
5. That the probationary police officer is subject to dismissal from the Downers Grove Police Department at the discretion of the Chief of Police with or without cause, and that any probationary police officer may be dismissed from employment during the probationary period without benefit of a hearing before the Downers Grove Board of Fire and Police Commissioners.
6. That in the event he or she chooses to leave the employment of the Downers Grove Police Department, prior to completing a total of six (6) months of service with the Village (including the probationary period), he or she will reimburse the Village 100% of its net cost for the officer's attendance at the Basic Law Enforcement course (tuition, travel and incidental expenses, excluding any reimbursement the Village may receive),

equipment, specialized training and uniforms.

7. Should a police officer resign after six (6) months of service but before completion of twenty-four (24) months of service, he/she will repay a prorated amount of the applicable costs, with a credit of 1/24th of the total amount for each month of service.
8. If the employment terminates due to a disability, illness or injury, no repayment will be required.
9. That he or she is fully responsible for adhering to all rules, regulations, policies and procedures of the Downers Grove Police Department and any orders issued by a superior officer or designated officer in authority.
10. That full and complete reimbursement will be made to the Village within ninety (90) days after having left the employment of the Village. The Village reserves the right to pursue attorney fees and court costs if a matter within this contract is litigated.
11. That this Agreement shall become effective upon the date of hire of the employee, and shall remain in full force and effect for twenty-four (24) months, unless extended as provided for in Paragraph 4, above.

I HAVE READ THIS INFORMATION CONSTITUTING OF TWO (2) PAGES AND  
ACKNOWLEDGE THAT I UNDERSTAND, AGREE TO AND WILL ABIDE BY ALL  
PROVISIONS CONTAINED HEREIN.

\_\_\_\_\_  
Signature of Probationary Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

Chief of Police: \_\_\_\_\_ Date: \_\_\_\_\_