

**VILLAGE OF DOWNERS GROVE  
REPORT FOR THE VILLAGE COUNCIL MEETING  
MARCH 19, 2013 AGENDA**

<b>SUBJECT:</b>	<b>TYPE:</b>	<b>SUBMITTED BY:</b>
Authorize a labor agreement with the Illinois Fraternal Order of Police Labor Council (VOC Operators)	Resolution Ordinance ✓ Motion Discussion Only	Enza Petrarca Village Attorney

**SYNOPSIS**

A motion is requested to authorize execution of a labor agreement for the Village Operation Center (VOC) Operators.

**STRATEGIC PLAN ALIGNMENT**

The goals for 2011-2018 include *Exceptional Municipal Services*.

**FISCAL IMPACT**

Under the terms of the agreement, the Village and the labor council have agreed to employee salaries over the course of the three-year contract.

**RECOMMENDATION**

Approval on the March 19, 2013 active agenda.

**BACKGROUND**

Staff and the Union began negotiations in January, 2013. The parties reached a tentative agreement that was ratified by the Union on March 14, 2013. The agreement provides for annual salary increases of 2% for 2013 and 2014, and a 1% salary increase for 2015.

**ATTACHMENTS**

2013-2016 Labor Agreement

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

**INITIATED:** Village Attorney      **DATE:** March 19, 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 (VOC Operators) 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 (VOC Operators), effective May 1, 2013 through April 30, 2016.

**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 (VOC OPERATORS)**

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 (VOC Operators) (the “Union”), for full-time Communication Operator 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  
(VOC Operators)**

**May 1, 2013 through April 30, 2016**

<b>PREAMBLE</b> .....	<b>5</b>
<b>ARTICLE 1</b> .....	<b>5</b>
<b>RECOGNITION</b> .....	<b>5</b>
<b>ARTICLE 2</b> .....	<b>5</b>
<b>MANAGEMENT RIGHTS</b> .....	<b>5</b>
<b>ARTICLE 3</b> .....	<b>6</b>
<b>UNION RIGHTS</b> .....	<b>6</b>
A. <i>Union Activity During Working Hours</i> .....	<b>7</b>
B. <i>Time Off For Union Activities</i> .....	<b>7</b>
C. <i>Grievance Processing</i> .....	<b>7</b>
D. <i>Local Union Negotiating Team</i> .....	<b>7</b>
E. <i>Claims and Civil Suits</i> .....	<b>7</b>
F. <i>Bulletin Boards</i> .....	<b>8</b>
<b>ARTICLE 4</b> .....	<b>8</b>
<b>NO STRIKE</b> .....	<b>8</b>
A. <i>No Strike Commitment</i> .....	<b>8</b>
B. <i>No Lockout</i> .....	<b>8</b>
C. <i>Union Liability</i> .....	<b>8</b>
D. <i>Discipline of Strikers</i> .....	<b>8</b>
E. <i>Judicial Restraint</i> .....	<b>9</b>
<b>ARTICLE 5</b> .....	<b>9</b>
<b>DISCIPLINE</b> .....	<b>9</b>
A. <i>Just Cause Standard</i> .....	<b>9</b>
B. <i>Discipline Files</i> .....	<b>9</b>
C. <i>Representation</i> .....	<b>9</b>
D. <i>Pre-discipline Meeting</i> .....	<b>9</b>
<b>ARTICLE 6</b> .....	<b>10</b>
<b>GRIEVANCE PROCEDURE</b> .....	<b>10</b>
A. <i>Definition</i> .....	<b>10</b>
B. <i>Procedure</i> .....	<b>10</b>
<b>ARTICLE 7</b> .....	<b>13</b>
<b>LABOR-MANAGEMENT CONFERENCES</b> .....	<b>13</b>
<b>ARTICLE 8</b> .....	<b>13</b>
<b>SENIORITY</b> .....	<b>13</b>
A. <i>Definition of Seniority</i> .....	<b>13</b>
B. <i>Seniority List</i> .....	<b>14</b>
C. <i>Termination of Seniority</i> .....	<b>14</b>
D. <i>Accrual of Seniority</i> .....	<b>14</b>
E. <i>Probationary Period</i> .....	<b>14</b>
<b>ARTICLE 9</b> .....	<b>15</b>
<b>LAYOFF AND RECALL</b> .....	<b>15</b>
A. <i>Layoff</i> .....	<b>15</b>
B. <i>Recall</i> .....	<b>15</b>
<b>ARTICLE 10</b> .....	<b>15</b>

ACCESS TO PERSONNEL FILE.....	15
<b>ARTICLE 11 .....</b>	<b>16</b>
SAFETY ISSUES.....	16
<b>ARTICLE 12 .....</b>	<b>16</b>
DUES DEDUCTION AND FAIR SHARE .....	16
A. Dues Deduction.....	16
B. Fair Share .....	17
C. Objections on Other Grounds .....	17
D. Religious Objections .....	18
E. Indemnification .....	18
<b>ARTICLE 13 .....</b>	<b>18</b>
HOURS OF WORK AND OVERTIME.....	18
A. Overtime Pay.....	18
B. Bidding of Shifts .....	18
C. Trading Shifts.....	19
D. Altering Shift Days .....	19
E. Compensatory Time - Use.....	19
F. Required Overtime .....	19
G. Required Overtime – Training/meetings .....	20
H. Rescheduling .....	20
I. No Pyramiding .....	20
J. Call Back.....	20
K. Breaks and Lunches .....	20
<b>ARTICLE 14 .....</b>	<b>21</b>
HOLIDAY PAY .....	21
<b>ARTICLE 15 .....</b>	<b>22</b>
LEAVES OF ABSENCE.....	22
A. General Leave of Absence.....	22
B. Funeral Leave .....	22
C. Sick Leave .....	23
D. Military Leave .....	24
<b>ARTICLE 16 .....</b>	<b>24</b>
VACATIONS.....	24
A. Accrual.....	24
B. Vacation Scheduling.....	25
C. Vacation Pay.....	25
D. Vacation Accumulation .....	25
<b>ARTICLE 17 .....</b>	<b>26</b>
INSURANCE.....	26
A. Health Insurance.....	26
B. Life Insurance .....	26
C. Health Retirement Savings Plan.....	27
<b>ARTICLE 18 .....</b>	<b>27</b>
EDUCATIONAL INCENTIVE .....	27
A. Courses covered.....	27
B. Eligibility.....	27
C. Covered expenses.....	27
D. Limitations .....	28

E. Approval.....	28
F. Reimbursement of educational expenses.....	28
G. Repayment upon leaving Village employment.....	28
<b>ARTICLE 19 .....</b>	<b>28</b>
WAGES.....	28
A. Wages.....	28
C. Specialty Pay.....	29
<b>ARTICLE 20 .....</b>	<b>29</b>
CLOTHING ALLOWANCE .....	29
<b>ARTICLE 21 .....</b>	<b>30</b>
DRUG AND ALCOHOL TESTING.....	30
<b>ARTICLE 22 .....</b>	<b>32</b>
ENTIRE AGREEMENT .....	32
<b>ARTICLE 23 .....</b>	<b>33</b>
SAVINGS CLAUSE .....	33
<b>ARTICLE 24 .....</b>	<b>33</b>
DURATION.....	33
A. Term of Agreement.....	33
B. Continuing Effect .....	33
<b>APPENDIX A.....</b>	<b>35</b>
GRIEVANCE FORM.....	35
<b>APPENDIX B .....</b>	<b>37</b>
DUES FORM .....	37

## **PREAMBLE**

This Agreement entered into by the Village of Downers Grove (hereinafter referred to as the "Employer") and the Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the "Council" or "Union"). The purpose of this Agreement is the promotion of harmonious relation between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of an 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**

In accordance with the Illinois State Labor Relations Board's (ISLRB) Certification of Representative #S-RC-09-067 dated December 8, 2008, the Employer hereby recognizes the Illinois FOP Labor Council ("Labor Council" or "Union") as the sole and exclusive collective bargaining representative for all full-time Communications Operators employed by the Village of Downers Grove. The following are excluded from the bargaining unit: All part-time Communication Operators, the Village Operations Supervisor and the Village Operations Manager; all other employees; all supervisors and confidential, managerial and short-term employees as defined by the Illinois Public Labor Relations Act, as amended, and all elected officials of the Village of Downers Grove.

## **ARTICLE 2**

### **MANAGEMENT RIGHTS**

Except as specifically limited by the express provisions 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 Village Operation Center;

- 2) To set standards of performance for its employees;
- 3) To direct the employees, including the right to assign work and overtime;
- 4) To hire, examine, classify, select, promote, train, transfer, assign and schedule employees;
- 5) To increase, reduce or change, modify or alter the composition and size of the workforce, including the right to relieve employees from duties because of lack of work or funds or other proper reasons;
- 6) To establish work schedules and to determine the starting and quitting time and the number of hours worked;
- 7) To establish, modify, combine or abolish job positions and classifications;
- 8) To add, delete or alter methods of operation, equipment or facilities;
- 9) To determine the locations, methods, means and personnel by which the operations are to be conducted;
- 10) To suspend, demote, discharge or take other disciplinary action against employees for just cause (discharge of probationary employees without cause);
- 11) To add, delete or alter policies, procedures, rule and regulations; and
- 12) To execute the mission of the Village of Downers Grove.

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 3**

### **UNION RIGHTS**

**A. Union Activity During Working Hours**

The Union shall not engage in Union Activities on Village time or its property which will unreasonably interfere with employees' assignments or duties. Authorized representatives of the Union shall have access to the Employer's establishment with prior notice to the Chief of Police during working hours for the purpose of adjusting disputes and/or grievances, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however, there is no unreasonable interruption of the Village's working schedule, or employee's job duties.

**B. Time Off For Union Activities**

The Employer agrees that only one authorized local union representative ("Steward") may be allowed to use their available time off to attend general, executive or special meetings of the Labor Council, provided that reasonable notice of such meetings shall be given in writing to the VOC Manager or his/her designee.

**C. Grievance Processing**

A local union representative ("Steward") may request advance approval from the VOC Manager, or in his/her absence, the VOC Supervisor for the purpose of attending a grievance meeting. Such approval shall not be unreasonably withheld. The Steward will remain in pay status for that portion of the grievance meeting that occurs during their scheduled working hours.

**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 responsible for providing adequate coverage for his/her assigned shift (trades, etc.). The VOC Manager or his/her designee shall be notified of any trades or shift reassignments and must approve any trades or reassignments, which approval shall not be unreasonably withheld.

**E. Claims and Civil Suits**

Employees who receive notice of any suit or claim against an employee for injury or damages suffered by another, arising out of acts or omissions of the employee while acting within the scope of such employee's employment shall serve notice of such claim or suit by delivering a copy to the office of the Village Attorney, with a copy to the VOC Manager, on the next business day following receipt. All employees shall cooperate and assist in the processing and defense of such claims and suits, as well as any claim or suit against the Village in general, as requested by the Village Attorney. Employees shall not discuss or provide information regarding any claim or suit involving the Village, or its employee acting within the scope of their employment, except as authorized by

the Village Attorney. Employees shall be compensated provided that the employee has not been suspended without pay or discharged.

The Village shall comply with the Illinois Local Governmental and Governmental Employees Tort Immunity Act 745 ILCS 10/1-101, et al.

**F. Bulletin Boards**

The Village shall provide the Union with designated space on bulletin boards in the VOC to post its notices. The Union agrees that the postings shall be of a non-political, non-discriminatory and non-inflammatory nature and shall be limited to notices and other Union-related informational material. A copy of all postings shall be provided as a courtesy to the VOC Manager or his/her designee.

## **ARTICLE 4**

### **NO STRIKE**

**A. No Strike Commitment**

During the term of this Agreement, neither the Union nor any officers or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, and sit-down, concerted stoppage of work or any other intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing. Any employee who violates any of the provisions of this Article may be discharged or otherwise disciplined by the Village. 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 Union 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 Union.

**C. Union Liability**

Upon the failure of the Union to comply with the provisions of Section A, above, any employee that is covered by this Agreement may be subject to the provisions of Section D, below.

**D. Discipline of Strikers**

Any employee who violates the provisions of Section A, above, may be subject to discipline, up to and including discharge. Any action taken by the Employer against any employee who participates in action prohibited by Section A above shall not be considered as a violation of this Agreement and shall not be

subject to the provisions of the grievance procedure, except that the issue of whether an employee in fact participated in a prohibited action shall be subject to the grievance procedure.

**E. Judicial Restraint**

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

## **ARTICLE 5**

### **DISCIPLINE**

**A. Just Cause Standard**

The Village may discipline operators only for just cause.

**B. Discipline Files**

Employees shall be provided a copy of, and be required to initial, all disciplinary records prior to their inclusion in the employee's personnel and/or disciplinary file(s). Such initialing of the record in no way indicates agreement on the part of the employee. If the employee refuses to initial the record, it shall be so indicated on the record.

**C. Representation**

Any employee that may be subject to disciplinary action has the right to ask for a Union representative to be present at any inquiry, investigation questioning, interview or interrogation. Such representation request shall not unreasonably delay such inquiry, investigation, questioning, interview or interrogation.

**D. Pre-discipline Meeting**

Before an employee is disciplined, the Employer shall convene a pre-discipline meeting. The meeting shall provide the employee an explanation of the charges giving rise to the contemplated action, and an explanation of the evidence giving rise to the charges. The employee shall be afforded the opportunity to rebut or clarify the charges during the pre-discipline meeting.

In the case of an employee who may present an immediate danger to himself or others the Village is not obligated to conduct a physical meeting with said employee.

## ARTICLE 6

### **GRIEVANCE PROCEDURE**

#### **A. Definition**

A grievance is defined as dispute or difference of an opinion raised by an employee or the Union against the Village involving an alleged violation, misinterpretation or misapplication of an express provision of this Agreement. For purposes of this Article Business Day is defined as Monday through Friday, excluding holidays as set forth in this Agreement.

#### **B. Procedure**

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

##### *Grievance Steps*

##### **Step 1:**

The employee, with or without a Union representative, or the Union, shall first attempt to orally resolve the dispute with the VOC Manager, and only after such attempt is made, upon its failure, may file a formal written grievance with the VOC Manager within ten (10) business days from the occurrence of the event giving rise to the grievance.

The VOC Manager shall be responsible for making inquiry into the facts and circumstances of the grievance and providing the employee and the Union with a written response within ten (10) business days after receipt of the grievance.

##### **Step 2:**

If the grievance remains unsettled after the response in Step 1, the Union may advance the grievance in writing to the Chief of Police or designee within ten (10) business days from the date of the written response to the Step 1 grievance.

The Chief of Police or his/her designee shall be responsible for making inquiry into the facts and circumstances of the appeal; and, providing the grievant and the Union with a written response within ten (10) business days after receipt of the grievance.

##### **Step 3: Village Manager**

If the grievance is not settled at Step 2, and the Union desires to appeal, it shall be referred in writing to the Village Manager within ten (10) business days after receipt of the response to the Step 2 grievance. The Manager, or the Manager's designee, shall consider the information provided and may, at the Manager's sole discretion, conduct an informal meeting with

the employee, the Chief of Police, a Union Steward and a representative of the Union; and, other involved individuals, as determined by the Manager. The Manager will render in writing his/her findings and decision within fifteen (15) business days after receiving the request for review and provide the grievant and the Union a copy. If the grievance is not settled in Step 3, and the Union or Village desires to appeal the grievance from Step 3, the Union and/or Village may refer the grievance to arbitration, as described below, within fifteen (15) business days of receipt of the response to the Step 3 grievance as provided to the Union in Step 3. If no such request for arbitration is made within the fifteen (15) business day period, such request shall be considered waived.

### **Arbitration Procedure**

If the grievance remains unsettled after the response in Step 3, the Union may refer the grievance to arbitration within fifteen (15) business days of the Step 3 response. The parties shall request the Federal Mediation and Conciliation Service (or other mutually agreeable arbitration service) to submit a panel of seven (7) Arbitrators. The parties shall alternately strike the names of Arbitrators. The order of alternate striking shall be determined by a coin toss with the loser striking first. The person whose name remains shall be the Arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of Arbitrators. The Arbitrator shall be notified of his/her selection by a joint letter from the Village and the Union, requesting that he/she set a time and place for the hearing, subject to the availability of both parties.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the Arbitrator. Both parties shall have the right to request the Arbitrator to require the presence of witnesses and/or documents. Each party shall bear the costs of its own witnesses.

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. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised in the grievance. 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 rules, and shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under the law. Questions of arbitrability shall be decided by the Arbitrator. The Arbitrator shall make a preliminary determination on the question of arbitrability. If it is determined that the matter is arbitrable, or if such preliminary determination cannot reasonably be made, the Arbitrator shall then proceed to determine the merits of the dispute.

In the conduct of any arbitration under this Article, the rules and procedure governing the conduct of arbitration proceedings of the American Arbitration Association shall control, except where specifically limited by this Article.

The expenses and fees of the Arbitrator, and the cost of the hearing room, shall be shared equally by both parties. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent Arbitrator(s) during the term of this Agreement.

If either party desires a verbatim record of the proceedings, it may cause such to be made, providing it pays for the record and makes a copy available, without charge, to the Arbitrator. If the other party desires a copy, it shall equally pay for the expense of such.

The Arbitrator shall render his/her decision in writing to the parties within thirty (30) calendar days following the close of the arbitration hearing or the submittal date of briefs, whichever is later, unless more time is requested by the Arbitrator. The Arbitrator shall support his/her findings with a written opinion. The decision and opinion shall be based solely on, and directed to, the issue presented. The award shall clearly direct the parties as to what action(s) must be taken in order to comply with the award.

The decision and award of the arbitration shall be final and binding to the Union, employee(s) and Village. Such decision shall be within the scope and terms of this Agreement, but shall not change any of its terms or conditions.

Disciplinary grievances involving oral and written reprimands may be processed through the grievance procedure through and including Step 3, but shall not be subject to arbitration.

#### **Grievance Forms And Content**

The written grievance required under this Article shall be on a form which shall be provided by the Union, which form shall be approved by the Village. At every Step of the grievance process, the written grievance shall contain a statement of the facts involved in Grievant's complaint, the Section(s) of this Agreement that have been allegedly violated, the date of the alleged violations and the relief being sought. The form shall be signed and dated by the Grievant and/or his/her representative. Typographical errors will not be grounds for denying a grievance.

#### **Settlements**

Any grievance not appealed to the next succeeding Step in writing and within the appropriate number of work days of the Village's last answer will be considered settled on the basis of the Village's last answer and shall not be eligible for further appeal.

## **ARTICLE 7**

### **LABOR-MANAGEMENT CONFERENCES**

A. The Union and the Employer mutually agree that in the interest of management and employee relations, it is desirable that meetings be held between Union representatives and 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 Union 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. 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. Up to three (3) persons from each side shall attend these meetings, schedules permitting, unless mutually agreed to by the parties otherwise. The Union may be represented by on-duty operators at "labor-management conferences", schedule permitting and subject to approval of the VOC Manager or his/her designee. Such approval shall not be unreasonably withheld.

## **ARTICLE 8**

### **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 communications operator

from the date of last hire. Employees hired on the same day shall be placed on the seniority list in alphabetical order in accordance with their last name.

**B. Seniority List**

The Employer shall prepare and maintain a list setting forth the present seniority dates for operators covered by this Agreement which shall become effective on or after the date of execution of this Agreement. Such list shall be provided to the Union upon request and the Village shall not be responsible for any errors in the seniority list unless such errors are brought to the Village's attention in writing within fourteen (14) calendar days after the Union's receipt of the list. Such list shall resolve all questions of seniority affecting operators covered under this Agreement or employed at the time this Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure.

**C. Termination of Seniority**

An employee shall be terminated by the Employer and his seniority broken when he:

1. resigns; or
2. is discharged for just cause (no cause needed for an employee who is discharged during his/her probationary period); 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.

**E. Probationary Period**

The probationary period for new employees shall be twelve (12) months in duration. 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 9**

### **Layoff AND RECALL**

#### **A. Layoff**

The Village, in its discretion, shall determine whether lay offs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their seniority (the least senior being the first to be laid off). Prior to laying off any full time non-probationary employees covered by this agreement all part time or temporary employees shall be laid off. The Employer shall not hire or contract out to other parties to perform the duties that members covered by this agreement perform while there are covered members on lay off. Nothing in this Article shall prohibit the Village from consolidating or regionalizing the bargaining unit. The Village agrees to discuss any consolidation or regionalization plan with the Union and its impact to its employees.

Except in emergency, no layoff will occur without at least sixty (60) days notification to the Union.

#### **B. Recall**

Employees who are laid off shall be placed on a recall list and remain eligible for a recall for a minimum of twenty-four (24) months. If there is a recall, employees shall be recalled in order of seniority, (the most senior being the first to be recalled) and given fourteen (14) calendar days notice of recall. Notice of recall shall be sent to the covered member by certified or registered mail, return receipt requested, with a copy to the Labor Council, provided that the covered member must notify the Village of his/her intention to return to work within seven (7) calendar days after receiving notice of recall. The employee will be expected to report to work fourteen (14) calendar days after sending such notice of recall. This time period can be mutually extended. 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 Village with his/her latest mailing address. If an employee fails to timely respond to a recall notice his/her name shall be removed from the recall list.

## **ARTICLE 10**

### **ACCESS TO PERSONNEL FILE**

The Village shall maintain an official personnel file for each employee with the Department of Human Resources. The parties recognize and will adhere to the Illinois Personnel Record Review Act (820 ILCS 40/1) regarding access to

personnel files, provided that alleged violations of any such statute shall not be subject to the arbitration provisions of this Agreement.

## **ARTICLE 11**

### **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 12**

### **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 B. 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. The Employer, per 5 ILCS 315/6 (c) will furnish to the Union a complete list of names and addresses of the employees covered in the bargaining unit upon request.

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 operator 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 operators 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 operator on whose behalf the Employer has not received a written authorization as provided for above, the Employer shall deduct from the wages of the operator 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 operator has been delinquent in his obligations for at least thirty (30) days;
2. The Union has certified to the Employer that the affected operator 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 operator 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 operator 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 13**

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

**A. Overtime Pay**

Employees shall be paid one and one-half (1½) times their regular straight-time hourly rate-of-pay for all hours or parts thereof worked in excess of eight (8) hours per work day or forty (40) hours per work week. At the employee's option, compensatory time may be elected in lieu of overtime, at the rate of one and one half (1½) hours for each hour of overtime worked. Compensation for hours worked can be any combination of overtime or compensatory time. Paid lunch time shall be included in "hours worked" for purposes of computing overtime under this Section. For purposes of calculating overtime, all compensable hours shall count as hours worked.

**B. Bidding of Shifts**

Bidding of shifts will take place on the first Tuesday of November of each year. Shift assignments run from January to December each year. Vacancies in shift positions are to be filled via the seniority list. The VOC Manager reserves the right to alter shift assignments in accordance with seniority, in order to meet the operational needs of the department.

When a new employee has completed their training period, any vacant positions will be open for bid and be filled via the seniority list prior to the placement of the new employee in a shift assignment. Any employee changing shift assignments will not be guaranteed their holiday or vacation time off previously scheduled.

**C. Trading Shifts**

Shift trading is permitted subject to the approval of the VOC manager or his/her designee. Said approval shall not be unreasonably withheld. Dates traded shall be placed on a time stamped PAR, and given to the VOC Supervisor. All shift trades are to be placed on the master schedule by the VOC Supervisor. Shift trades of less than one (1) hour do not require a PAR or VOC Supervisor approval. It is up to each individual operator to keep track of that time and it is expressly understood any employee on voluntary trade is not entitled to overtime. Triple-trading is not allowed under any circumstances.

**D. Altering Shift Days**

An employee may be allowed to alter his/her shift day subject to approval of the VOC Manager or his/her designee. The shift change will not be approved if it creates overtime or creates staff overages where more than four (4) operators would be on duty during the same shift (including full-time or part-time operators). Any altering of shifts must be completed within the same pay period and employees must give no more than thirty (30) day written notice for any shift change request. Employees are allowed only twelve (12) shift alterations per year. Of the twelve (12) shift alterations employees are restricted to only two (2) week-day shift alterations per pay period and restricted to only one (1) weekend shift alteration per month. A week day shift is considered Monday through Friday, all three (3) shifts and a weekend shift is considered Saturday and Sunday, all three (3) shifts.

**E. Compensatory Time - Use**

An employee shall make a request for compensatory time by submitting a time stamped PAR to the VOC Manager or his/her designee. Compensatory time shall be granted by seniority within a twenty-four (24) period.

Employees shall not be allowed to carry over accumulated compensatory time from one year to the next, unless approval in writing is granted by the Manager no later than January 1 annually. In no event may an employee accrue more than two hundred forty (240) hours of compensatory time [one hundred sixty (160) straight time hours]. Accumulated compensatory time shall be paid out to all employees annually in the first pay period of January.

**F. Required Overtime**

The VOC Manager or 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 employee over from a prior shift, or to call an employee in early from the next shift, such assignment of overtime shall be filled by order of seniority. If no full time employee volunteers, part-time employees shall be contacted for coverage. If no employee is available to fill the assignment then employees working shall be required to stay or report in early on a reverse seniority basis.
2. All pre-scheduled overtime shall be filled by seniority and offered to full time employees first. Employees shall place his/her requests to work overtime on a time stamped PAR and submit it in to the VOC Manager or his/her designee.
3. If for any reason an employee's overtime is cancelled, that operator will have the first opportunity to re-pick the same amount of overtime the next time overtime is available.
4. Any overtime that is not chosen by a full-time employee will then be offered to the part-time employees.

**G. Required Overtime – Training/meetings**

The VOC Manager or his/her designee may require employees to attend training and/or other work related meetings. Employees required to attend training, on off-duty time, will be compensated for a minimum of two (2) hours at the appropriate overtime rate, or the actual time worked, whichever is greater.

**H. Rescheduling**

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

**I. 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.

**J. Call Back**

A call back is defined as an official assignment of work which does not continuously follow an employee's regularly scheduled working hours. Employees reporting back to the Employer's premises at a specific time shall be compensated for a minimum of 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.

**K. Breaks and Lunches**

Each operator is entitled to one thirty (30) minute lunch period and two (2) fifteen (15) minute breaks which may be taken separately or in conjunction dependant upon operational necessities.

## **ARTICLE 14**

### **HOLIDAY PAY**

A. The following are paid holidays for eligible employees:

New Year's Day  
Memorial Day  
Fourth of July  
Labor Day  
Thanksgiving  
Day after Thanksgiving  
Christmas Day  
A Christmas floating holiday  
Two (2) Floating Holidays

B. Employees shall be credited with eighty (80) hours of holiday time at the commencement of the calendar year. 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 eight (8) hours of holiday time if the employee obtains a doctor's certificate and submits the certificate to the employee's immediate supervisor within seven (7) days of the holiday. If an employee fails to produce the certificate within the time required, eight (8) hours of holiday time will be deducted from his/her accumulated bank. If the employee has insufficient time in his/her accumulated holiday time bank to cover the deduction, the employee will be deducted the remainder of the time owed from other accumulated benefit time.

C. Employees may schedule holiday time off in accordance with Article 17. For holiday time not scheduled in advance in accordance with Article 17, Employees must give no more than thirty (30) days' written notice for holiday time off and must receive approval of the VOC Manager or designee. Requests will be granted by seniority within a twenty-four (24) period.

D. If the VOC Manager or designee determines that sufficient manpower is available, the employee may be granted requested holiday time off. The supervisor shall not, unreasonably withhold his/her approval.

E. Employees will not be permitted to carry over holiday time from year to year. Holiday time not used during any given calendar year shall be paid to the employee at the end of that year by separate check to be issued by the end of January of the next calendar year.

## **ARTICLE 15**

### **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 Village Manager may grant such leave in his discretion. An employee who was previously approved for secondary 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 exhausted, in cases of leaves of absence for other matters, all available paid leave must be exhausted prior to commencement of an unpaid leave of absence pursuant to this section. 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 Village Manager. 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 twelve (12) weeks and extensions may be granted for additional periods of up to twelve (12) additional weeks, not to exceed a total of twenty-four (24) weeks leave, after which time the Employer/employee relationship shall be terminated. The Village Manager in his sole discretion, may grant additional extensions beyond twenty-four (24) weeks. An employee may, during the leave, return to full employment status upon at least two (2) weeks notice in writing to the VOC Manager.

#### **B. Funeral Leave**

Employees will, in the event of the death of a relative, be granted and compensated for up to three (3) consecutive working days as funeral leave. For purposes of this section, relative shall be defined as: husband, wife, children, father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, stepchild, stepparent, grandparents, and grandchildren.

Paid leave for this purpose will not be applicable in cases where the death or funeral occurs 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.

**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.

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 VOC Manager or his/her 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. "Immediate Family Member" shall mean husband, wife, children, father or mother, stepparents, brother, sister, or stepchild.

The number of hours of sick leave deducted from an employee's accumulated bank shall be equivalent to the number of regular work hours the employee missed from work (e.g. the employee regularly assigned to work eight (8) hours shall have eight (8) hours of sick leave deducted from his/her accumulated bank, the employee 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 senior operator on shift as far as possible in advance of the starting time for the scheduled work day. In any event, the senior operator should be advised no later than two (2) hours before the starting time on the day of the absence. Additionally, the employees are required to leave a message with the VOC Manager explaining the reason for the absence.

**4. Doctor's Certificate Required**

The Village may require an employee to submit a doctor's certificate for an absence. Said certification is at the employee's expense and may be requested

when an employee has been absent due to illness or injury for a period of three (3) or more days or is absent due to illness or injury on the day of, before or after a holiday.

5. Other Compensation

- a. Employees covered by this Agreement are entitled to the benefits and protections of the Family Medical Leave Act in accordance with the Village's Personnel Manual.

6. Light Duty Jobs

All operators shall have equal access to light duty jobs, regardless of the basis of the illness, or injury provided that employees suffering on-duty injuries shall have preference over operators suffering from off-duty injuries. This provision does not require the Village to create light duty jobs or to continue light duty jobs.

7. Worker's Compensation

The Village agrees to abide by the Illinois Worker's Compensation Act.

**D. Military Leave**

Employees who enter the Armed Services of the United States or who are members of the National Guard or any of the reserve components of the Armed Services of the United States shall be entitled to all the rights and privileges conferred by any applicable State or Federal law, Act, Executive Orders or regulations.

## **ARTICLE 16**

### **VACATIONS**

**A. Accrual**

Vacation shall be accrued each pay period based upon the following schedule:

<u>Consecutive Employment</u>	<u>Vacation Accrual by Pay Period</u>	<u>Annualized Vacation Accrual</u>
Beginning Employment	3.08 hours	80 hours
After four years	4.62 hours	120 hours
After eleven years	5.54 hours	144 hours
After twelve years	5.85 hours	152 hours
After thirteen years	6.15 hours	160 hours
After fifteen years	6.46 hours	168 hours

## **B. Vacation Scheduling**

1. Sign-up for annual vacation picks will begin the second Tuesday of November after shift bids. The annual work schedule will be given to each operator by seniority, and they will have three (3) days to make their picks. A time stamped PAR must be turned in with the requests to the VOC Supervisor who is responsible for scheduling.
2. An operator may only bid vacation picks based on the amount of vacation time accrual equal to their service time and banked vacation time with the Village and their eighty (80) hours of holiday time. For employees with less than seven (7) years of service, requests can be made in single days up to five (5) days or week blocks up to ten (10) days. For employees with seven (7) or more years of service, requests can be made in single days up to ten (10) days or week blocks up to ten (10) days. Any requests over ten (10) days will be forwarded to the VOC Manager and considered for approval based on their impact to the schedule.
3. Employees not selecting their vacation during the sign-up period may still request vacation at any time; however, no bumping will be allowed and it must meet staffing levels.
4. A maximum of one (1) operator per shift may take the same week(s) of vacation. The VOC Manager in his/her discretion may allow operators to overlap vacation blocks by a maximum of one (1) working day.
5. Once all operators have submitted their vacation bids, any additional vacation time-off requests can only be submitted no sooner than thirty (30) days prior to the date requested, and no less than twenty-four (24) hours prior to the requested date – such requests will be granted by seniority. After twenty-four (24) hours requests for time off shall be granted on a first come, first serve basis.
6. A vacation schedule shall be posted.
7. Scheduled Vacation Time may be canceled by the employee in single day increments.

## **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.

## **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. Any vacation time in excess of one-hundred sixty (160) hours will be deducted from an employee's accruals at the end of that calendar year.

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. 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.

## **ARTICLE 17**

### **INSURANCE**

A. Health Insurance

The Employer's hospitalization plan in effect when this Agreement is ratified, including dental and optical, shall continue for bargaining unit employees during the term of this Agreement provided, however, the Village reserves the right to change insurance carriers, benefit levels, or to self-insure as it deems appropriate, as long as the new coverage and benefits for bargaining unit employees are substantially similar to those in effect when this Agreement is ratified. The bargaining unit shall be allowed representation as to the review and recommendation of insurance programs including, but not limited to insurance carriers, benefit levels or to self-insure as it deems appropriate. Copies of the hospitalization plan will be made available upon request for information purposes.

In recognition of the desirability of maintaining a uniform health insurance policy or plan Village-wide with respect to employee insurance benefits and notwithstanding the foregoing provisions contained in this Article, the parties agree that if the Village makes any changes, modifications, or improvements with respect to the hospitalization plan (including employee contribution levels, cost sharing and cost containment changes) that are applicable to other full-time, non-bargaining unit Village employees, then such changes, modifications, or improvements shall likewise be applicable to the employees covered by this Agreement on the same terms and on the same date that they are applicable to such other Village employees.

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 one hundred thousand dollars (\$100,000).

**C. Health Retirement Savings Plan**

The Village agrees that employees 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.

**ARTICLE 18**

**EDUCATIONAL INCENTIVE**

The Village of Downers Grove provides financial assistance for educational courses which are specifically job-related in accordance with the following rules and procedures. The Educational Assistance Program is subject to budget approval. Budget approval shall be based on the total funds available for tuition reimbursement and the number of educational assistance requests received.

**A. Courses covered**

Educational courses must generally meet the following criteria:

1. The courses must be designed to maintain or improve the skills required of the employee in his/her current job assignment or they must be necessary to meet expressed requirements of the Village.
2. The employee must include an approved educational plan/goal that includes specifications for the attainment of an academic degree.
3. Classes are scheduled on a regular basis over a period of time, either semester or quarter, normally at least several months.
4. Classes are held after normal working hours.
5. Course results are graded.
6. Courses must be taken from an accredited College or University as determined by the Human Resources Director.

**B. Eligibility**

Only employees in full employment status are eligible to participate in the Educational Assistance Program.

**C. Covered expenses**

Costs such as tuition, fees and textbooks are reimbursable under the Educational Assistance Program. Other costs such as transportation, parking and meals are not reimbursable.

**D. Limitations**

Reimbursement is limited to:

1. Two courses per academic semester, with a maximum reimbursement of four thousand five hundred dollars (\$4,500) per fiscal year subject to available budgeted funds;
2. Percent limited to grade achievement, i.e. A= 100%, B=80%, C=60%. (Any grade lower than a C is non-reimbursable.)

**E. Approval**

Advance approval of the Police Chief, Finance Director, Human Resources Director, and Village Manager are required as a condition for payment of benefits under the program. An application is provided for this purpose and must be completed and approved before the course begins.

**F. Reimbursement of educational expenses**

Copies of the 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 educational reimbursements are taxable in accordance with State and federal law.

**G. Repayment upon leaving Village employment**

If an employee voluntarily leaves the Village within two (2) years of completing a course reimbursed under this Program, a percentage amount of reimbursed expenses must be repaid to the Village according to the following schedule:

1. 0 to 6 months of completion of course – 100%
2. 7 to 12 months of completion of course – 75%
3. 13 to 18 months of completion of course – 50%
4. 19 to 24 months of completion of course – 25%

## **Article 19**

### **WAGES**

**A. Wages**

Effective the first full pay period in May of the respective year employees will be paid as follows:

<b>STEP</b>	<b>Effective May 1, 2013 (2%)</b>	<b>Effective May 1, 2014 (2%)</b>	<b>Effective May 1, 2015 (1%)</b>
Start	43,206	44,070	44,511
1	44,503	45,393	45,847
2	45,838	46,755	47,222
3	47,442	48,391	48,875
4	49,814	50,810	51,318
5	52,802	53,858	54,397
6	56,499	57,629	58,205
7	61,018	62,239	62,861

Any employee hired after May 1, 2010 shall start employment at the start step and progress through the steps on his or her anniversary date.

**B. Performance Bonus**

Employees who have reached step seven (7) 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. Bonus checks will be issued no later than July 30<sup>th</sup> of each year.

An employee is not eligible for a performance bonus unless he/she meets acceptable performance expectations. Appraisals will occur on an annual basis for the purpose of advising employees of their performance during the year. In the event that an employee fails to meet performance expectations, the evaluation form will indicate that the employee's performance qualifies as unacceptable during the evaluation period and that employee will not be eligible for the performance bonus.

**C. Specialty Pay**

Effective May 1, 2010, Communication Operators that are engaged in training other Communication Operators, in addition to their annual salary, shall receive one half (1/2) hour of compensatory time at the rate of time and one-half for each day that they are engaged in training another employee.

## **ARTICLE 20**

### **CLOTHING ALLOWANCE**

All employees covered by this agreement shall receive a yearly clothing allowance in the sum of FOUR HUNDRED TWENTY-FIVE DOLLARS (\$425.00). The Village shall issue said check no later than June 1<sup>st</sup> of each year. Employees will be responsible for ordering and picking up all uniform items from a list of items approved by the Village. Employees will be billed directly from the vendors. Probationary employees are ineligible for the annual clothing allowance. Once an employee completes his/her probationary period, the annual clothing allowance will be issued in accordance with this section. However, employees completing probation after June 1<sup>st</sup> will only receive one-half (1/2) of the annual clothing allowance. The Employer shall furnish new employees with initial uniforms.

Employees shall not wear their uniforms for activities unrelated to their employment. Employees are responsible for maintaining their uniforms. Uniforms shall be clean and in appropriate condition as determined by the supervisor.

## **ARTICLE 21**

### **DRUG AND ALCOHOL TESTING**

A. The Village is committed to maintaining a drug-free workplace in compliance with applicable laws. In order to protect the public and to ensure a safe, healthful and drug-free work place, the Village requires compliance with the following procedures and guidelines:

The Village prohibits the unlawful use, consumption, manufacturing, dispensing, distribution, or possession of a controlled substance or alcohol while on Village premises, in Village vehicles or while performing work for the Village.

B. For purposes of this policy a controlled substance:

Includes cannabis;

Is a substance that is not legally obtainable;

Is a substance that is being used in a manner different than prescribed;

Is a substance that is legally obtainable, but has not been legally obtained, or

Is a substance that is defined as such by federal or State law.

C. Any employee found using, possessing, manufacturing, dispensing or distributing a controlled substance or alcoholic beverage on Village premises, Village vehicles or while performing work for the Village shall be subject to disciplinary action, up to and including discharge. Any disciplinary sanction

imposed may also include the completion of an appropriate rehabilitation program as a condition of reinstatement or continued employment.

D. The VOC Manager may require an employee to submit to urine and/or blood tests prior to hiring or promotion and/or if the Manager determines there is reasonable suspicion for such testing. If an employee is required to undergo such testing based on reasonable suspicion, the Manager will provide the employee with the basis for such suspicion in writing prior to the test being administered. Employees will not be permitted to work while under the influence of drugs or alcohol, as defined in the article. Refusal to submit to testing shall be cause for discipline.

E. The Village shall use only licensed clinical laboratories certified by Substance Abuse and Mental Health Services Administration (SAMHSA) for such testing and shall be responsible for maintaining the proper chain of custody. If the first test results in a positive finding, a confirmatory test (GC/MS or a scientifically accurate equivalent) shall be conducted. The cutoff standard for determination of a positive finding of alcohol shall be at a blood alcohol level of .04 or more. An initial positive test result shall not be submitted to the Village unless a confirmatory test result is also positive as to the same sample. The Village shall provide an employee with a copy of any test results which the Village receives with respect to such employee. An employee who tests positive shall have a reasonable opportunity to establish a legitimate medical explanation or other rebut or explain the results to the satisfaction of the Village's Human Resources Director.

F. A portion of the tested sample shall be retained by the laboratory so that the employee may arrange for another confirmatory test (GC/MS or a scientifically accurate equivalent) to be conducted by a licensed clinical laboratory of the employee's choosing and at the employee's expense. Once the portion of the tested sample leaves the clinical laboratory selected by the Village, the employee shall be responsible for maintaining the proper chain of custody for said portion of the tested sample. If an employee chooses to have a second test conducted, the Village need not wait for the results of the second test in order to impose discipline based upon the initial and confirmatory test results.

G. The results of any positive tests shall be made available to the Village. If an employee tests positive for the use of a proscribed drug (i.e., an illegal drug) other than a drug legitimately prescribed by a physician, the employee may be subject to disciplinary action up to and including discharge. The first time an employee tests positive for substance abuse involving something other than a proscribed drug, the employee shall be required to enter and successfully complete a rehabilitation program during which time the employee will be required to submit to random testing for a period of twelve (12) months with the

understanding that if the employee again tests positive the Village can take such action as the Village in its discretion deems appropriate.

H. The illegal use, sale or possession of proscribed drugs (i.e., a controlled substance as defined in the Illinois Controlled Substances Act, 720 ILCS 570/100 et. seq., cannabis as defined in the Cannabis Control Act, 720 ILCS 550/1 et. seq. ), or methamphetamine as defined in the Methamphetamine Control and Community Protection Act, P.A. 94-0556, at any time while employed by the Village, as well as being under the influence of alcohol (blood alcohol level of .04 or above) while on duty or the consumption of alcohol while on duty, may be cause for discipline including discharge.

I. Each employee will notify his or her supervisor if he or she is convicted of a criminal drug offense involving the workplace within five (5) calendar days of the conviction. In the event any such conviction involves an employee working on a federal or State contract or federal or State grant, the Village will notify the granting or contracting agency within ten (10) days of receiving notice of a conviction.

J. Employees are encouraged to request assistance through the Village's employee assistance program or other reputable sources in the community in dealing with a personal alcohol or drug-related problem. Employees will not be disciplined if they voluntarily request assistance from the Village in dealing with a personal alcohol or drug-related problem. Employees who wish to report drug and alcohol use in violation of this policy should contact their supervisor or the Human Resources Director. The Village will make every effort to protect anonymity, and such information will be treated in confidence.

K. An employee shall have the right to contest and/or grieve any aspect of any drug and alcohol testing under this Agreement.

## **ARTICLE 22**

### **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.

## **ARTICLE 23**

### **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 24**

### **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, 2016. 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.

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

For the Employer:

\_\_\_\_\_  
Mayor

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

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

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

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For the Union:

*Keith S. Turney*  
Illinois FOP Labor Council

*James Krzeminski*  
Local President

*[Signature]*  
Local Bargaining Team Member



**APPENDIX A**  
**GRIEVANCE FORM**  
(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.

### REFERRAL TO ARBITRATION by Illinois FOP Labor Council

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

\_\_\_\_\_  
Date

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



## APPENDIX B

### DUES 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.