

RESOLUTION NO. 07-R-0042

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN LABOR AGREEMENT BETWEEN THE CITY OF WEST CHICAGO AND THE FRATERNAL ORDER OF POLICE

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that Mayor is hereby authorized to execute and the City Clerk is authorized to attest a certain Labor Agreement between the City of West Chicago and the Fraternal Order of Police, in substantially the form attached hereto and incorporated herein as Exhibit "A".

ADOPTED this 2nd day of April, 2007.

AYES: 10

NAYS: 0

ABSTAIN: 0

ABSENT: 4



Mayor

ATTEST:

Nancy M. Smith
City Clerk

CITY OF WEST CHICAGO

AND

ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL

LABOR AGREEMENT

MAY 1, 2007 THROUGH APRIL 30, 2010

PREAMBLE	4
ARTICLE I	4
RECOGNITION	4
Section 1.1. Recognition.....	4
Section 1.2. Probationary Period.....	4
Section 1.3. Fair Representation.....	4
Section 1.4. Labor Council Employees.....	5
Section 1.5. Gender.....	5
Section 1.6. Seniority.....	5
ARTICLE II.....	5
LABOR COUNCIL SECURITY AND RIGHTS.....	5
Section 2.1. Dues Checkoff.....	5
Section 2.2. Labor Council Indemnification.....	6
Section 2.3. Council Use Of Bulletin Boards.....	6
ARTICLE III.....	6
LABOR MANAGEMENT MEETINGS.....	6
Section 3.1. Meeting Request.....	6
Section 3.2. Content.....	6
Section 3.3. Attendance.....	7
ARTICLE IV	7
MANAGEMENT RIGHTS	7
ARTICLE V	7
SUBCONTRACTING	7
ARTICLE VI	8
HOURS OF WORK AND OVERTIME	8
Section 6.1. Application of Article.....	8
Section 6.2. Normal Workweek and Workday.....	8
Section 6.3. Changes in Normal Workweek and Workday.....	8
Section 6.4. Overtime Pay.....	8
Section 6.5 Work During Vacation, Floating Holiday or Personal Day.....	8
Section 6.6. Compensatory Time.....	9
Section 6.7. Court Time.....	9
Section 6.8. Call-Back Pay.....	9
Section 6.9. Required Overtime.....	9
Section 6.10. No Pyramiding.....	10
ARTICLE VII.....	10
SHIFT ASSIGNMENT AND SCHEDULING	10
Section 7.1. Scheduling.....	10
Section 7.2. Posting of Annual Schedule.....	10
Section 7.3. Basic Requirements For Each Schedule.....	10
Section 7.4. Less Experienced Officers.....	11
Section 7.5. Conclusion Of Bidding Process.....	11
Section 7.6. Changes If System Unworkable.....	11
Section 7.7. Specialized Work Units.....	11
Section 7.8 Canine Unit.....	11
Section 7.9. School Resource Officers.....	12
ARTICLE VIII.....	12
GRIEVANCE PROCEDURE.....	12
Section 8.1. Definition.....	12

Section 8.2 Procedure.....	12
Section 8.3. Arbitration.....	13
Section 8.4 Limitations on Authority of Arbitrator.....	14
Section 8.5. Time Limit For Filing.....	14
Section 8.6. Time Off.....	15
ARTICLE IX.....	15
NO STRIKE NO LOCKOUT.....	15
Section 9.1. No Strike.....	15
Section 9.2. No Lockout.....	15
Section 9.3. Penalty.....	15
Section 9.4. Judicial Restraint.....	15
ARTICLE X HOLIDAYS.....	16
Section 10.1. Holidays.....	16
Section 10.2. Holiday Pay And Work Requirements.....	16
Section 10.3. Floating Holiday.....	16
ARTICLE XI.....	18
LAYOFF AND RECALL.....	18
Section 11.1. Layoff.....	18
Section 11.2. Recall.....	18
ARTICLE XII.....	18
VACATIONS.....	18
Section 12.1. Eligibility And Allowances.....	18
Section 12.2. Vacation Pay.....	19
Section 12.3. Scheduling And Accrual.....	19
Section 12.4 Employee Emergency.....	19
Section 12.5. Accumulation.....	20
Section 12.6. City Emergency.....	20
ARTICLE XIII.....	20
PERSONAL DAYS AND SICK LEAVE.....	20
Section 13.1. Purpose.....	20
Section 13.2. Probationary Personnel.....	20
Section 13.3. Allowance.....	20
Section 13.4. Days Earned In Accumulation.....	21
Section 13.5. Notification.....	21
Section 13.6. Medical Examination.....	21
Section 13.7. Abuse Of Sick Leave.....	21
Section 13.8. Sick Leave Utilization.....	21
Section 13.9. Sick Leave Buy Back.....	21
Section 13.10 Personal Days.....	21
Section 13.11 Personal Day Earning And Use.....	22
Section 13.12 Personal Day Accumulation.....	22
ARTICLE XIV.....	22
ADDITIONAL LEAVES OF ABSENCE.....	22
Section 14.1. Discretionary Leaves.....	22
Section 14.2. Application For Leave.....	22
Section 14.3. Military Leave.....	23
Section 14.4. Jury Or Witness Duty Leave.....	23
Section 14.5. Funeral Leave.....	23
Section 14.6. Leave For Illness Or Injury.....	23

Section 14.7. Benefits While On Leave.....	24
Section 14.8. Non-Employment Elsewhere.....	24
Section 14.9. Light Duty.....	24
ARTICLE XV.....	25
WAGES.....	25
Section 15.1. Wages.....	25
Section 15.2 Employee In Charge Pay.....	25
Section 15.3. Placement On Wage Schedule.....	25
Section 15.4. Movement Through Wage Schedule.....	25
Section 15.5. Recourse.....	26
ARTICLE XVI.....	26
QUARTERMASTER ALLOWANCE AND CLOTHING REIMBURSEMENT.....	26
Section 16.1. Quartermaster Allowance.....	25
Section 16.2. Clothing Reimbursement.....	25
ARTICLE XVII.....	26
INSURANCE.....	27
Section 17.1. Coverage.....	27
Section 17.2. Cost.....	27
Section 17.3. Cost Containment.....	27
Section 17.4. Life Insurance.....	28
Section 17.5. Killed In The Line Of Duty.....	28
ARTICLE XVIII.....	28
DRUG TESTING.....	28
ARTICLE XIX.....	28
MISCELLANEOUS PROVISIONS.....	28
Section 19.1 Maintenance of Economic Benefits.....	28
Section 19.2. Americans With Disabilities Act.....	29
Section 19.3. Smoking.....	29
Section 19.4. Family and Medical Leave Act.....	29
Section 19.5. Bill of Rights.....	29
Section 19.6 Fitness Program.....	29
ARTICLE XX.....	31
IMPASSE RESOLUTION.....	31
ARTICLE XXI.....	31
CIVIL SERVICE COMMISSION.....	31
ARTICLE XXII.....	31
OUTSIDE EMPLOYMENT.....	31
ARTICLE XXIII.....	31
SAVINGS CLAUSE.....	31
ARTICLE XXIV.....	32
ENTIRE AGREEMENT.....	32
ARTICLE XXV.....	32
TERMINATION.....	32
Section 25.1. Termination In 2010.....	32

PREAMBLE

THIS AGREEMENT entered into by the CITY OF WEST CHICAGO, ILLINOIS (hereinafter referred to as "City" or "Employer") and the WEST CHICAGO FRATERNAL ORDER OF POLICE, LODGE NO. 85/ILLINOIS FOP LABOR COUNCIL (hereinafter referred to as "Labor Council" or "Union"), is in recognition of the Labor Council's status as the representative of the Employer's non-supervisory sworn peace Employees and has as its basic purpose the promotion of harmonious relations between the Employer and the Labor Council; 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 I

RECOGNITION

Section 1.1. Recognition.

The Employer recognizes the Labor Council as the sole and exclusive collective bargaining representative for all full time sworn peace employees (hereinafter referred to as "Officers" or "employees"), but excluding all supervisory employees (this includes all Officers of the rank of sergeant and above) and all other supervisory and non-supervisory employees of the Department and Employer.

Section 1.2. Probationary Period.

The probationary period shall be a period of sixteen (16) months from date of hire. Time absent from duty or not served for any reason shall not apply towards satisfaction of the probationary period. During the probationary period, an employee is subject to discipline, including discharge, without cause and with no recourse to the grievance procedure.

Section 1.3. Fair Representation.

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

Section 1.4. Labor Council Employees.

For purposes of this Agreement, the term "Labor Council Employees" shall refer to the Labor Council's duly elected President, Vice President, Secretary, Treasurer and Sergeant at Arms.

Section 1.5. Gender.

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

Section 1.6. Seniority.

Seniority for the purpose of this Agreement shall be defined as a peace employee's length of continuous full-time service with the Employer since the employee's last date of hire. Seniority shall not include periods of unpaid leave time.

ARTICLE II

LABOR COUNCIL SECURITY AND RIGHTS

Section 2.1. Dues Checkoff.

While this Agreement is in effect, the Employer will deduct from each employee's paycheck once each pay period the uniform, regular monthly Labor Council dues for each employee in the bargaining unit who has filed with the Employer a voluntary, effective Checkoff authorization in the form set forth in Appendix A of this Agreement. If a conflict exists between that form and this Article, the terms of this Article and Agreement control.

A Labor Council member desiring to revoke the dues checkoff may do so by written notice to the Employer at any time within thirty (30) days of the expiration date of this Agreement.

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

If the employee has no earnings due for that period, the Labor Council shall be responsible for collection of dues. The Labor Council agrees to refund to the employee any amounts paid to the Labor Council in error on account of this dues deduction provision. The Labor Council may change the fixed uniform dollar amount which will be considered the regular monthly fees once each year during the life of this Agreement. The Labor Council will give the Employer sixty (60) days notice of any such change in the amount of uniform dues to be deducted.

Section 2.2. Labor Council Indemnification.

The Labor Council shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the Employer in complying with the provisions of this Article. If an improper deduction is made, the Labor Council shall refund directly to the employee any such amount.

Section 2.3. Council Use Of Bulletin Boards.

The Employer will make available space on a bulletin board for the posting of official Labor Council notices or minutes of a non political, non inflammatory nature. The Labor Council will limit the posting of Labor Council notices to such bulletin board, with prior approval of the Chief of Police or City Administrator.

ARTICLE III

LABOR MANAGEMENT MEETINGS

Section 3.1. Meeting Request.

The Labor Council and the Employer agree that in the interest of efficient management and harmonious employee relations, that meetings be held if mutually agreed between Labor Council representatives and responsible administrative representatives of the Employer. Such meetings may be requested by either party at least five (5) days in advance by placing in writing a request to the other for a "labor management meeting" and expressly providing the agenda for such meeting. Such meetings, times and locations, if mutually agreed upon, shall be limited to:

- (1) discussion on the implementation and general administration of this Agreement;
- (2) a sharing of general information of interest to the parties; and
- (3) notifying the Labor Council of changes in conditions of employment contemplated by the Employer which may affect employees.

Section 3.2. Content.

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

Section 3.3. Attendance.

Attendance at labor management meetings 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. Attendance at such meetings shall not interfere with required duty time, and attendance, if during duty time, is permitted only upon prior approval of the employee's supervisor.

ARTICLE IV

MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Employer retains all traditional rights to manage and direct the affairs of the Employer in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, services and missions of the Employer; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time to change those standards; to assign overtime; to contract out for goods and services; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to establish performance standards; to discipline, suspend and discharge non probationary employees for just cause; to change or eliminate existing methods, equipment or facilities or introduce new ones; to take any and all actions as may be necessary to carry out the mission of the Employer and the Police Department. In the event of civil emergency as may be declared by the Mayor, the City Administrator, Police Chief or their authorized designees, it is the sole discretion of the Mayor to determine that civil emergency conditions exist which may include, but not be limited to, riots, civil disorders, tornado conditions, floods or other catastrophes; and to carry out the mission of the Employer provided, however, that the exercise of any of the above rights shall not conflict with, any of the express written provisions of this Agreement.

ARTICLE V

SUBCONTRACTING

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

ARTICLE VI

HOURS OF WORK AND OVERTIME

Section 6.1. Application of Article.

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

Section 6.2. Normal Workweek and Workday.

The normal workweek shall consist of five (5) eight and one-half (8½) hour days. Each officer will be allowed to take an unpaid, off-duty, thirty (30) minute lunch break at a reasonable time each day subject to emergency work duties. If an officer's lunch is seriously interrupted by emergency work duties after their lunch has begun, the officer shall either be paid for the lunch period and forego lunch or take a subsequent unpaid lunch period at the officer's discretion. If the officer's lunch has not begun but can be taken within a two (2) hour period before or after the midpoint of the officer's shift, then the officer shall either be paid for the lunch period and forego lunch or take a subsequent unpaid lunch period at the supervisor's discretion; if the lunch cannot be taken within such period, then the option of lunch or pay is at the officer's discretion. During his lunch break, the officer must be available immediately to return to duty and, therefore, must respond to radio inquiries and remain within the corporate limits of the City of West Chicago. The officer will not be required to perform routine duties such as patrol, response to routine telephone calls or other routine non-emergency tasks.

Section 6.3. Changes in Normal Workweek and Workday.

The shifts, workdays and hours to which employees are assigned shall be based upon a forty-nine (49) day departmental work schedule and shift rotation which may occur every forty-nine (49) days. Should it be necessary in the interest of efficient operations to establish schedules departing from the normal forty-nine (49) day rotation, workday or workweek, the Employer will give at least twenty-four (24) hours' notice where practicable of such change to the individuals affected by such change.

Section 6.4. Overtime Pay.

Employees shall be paid one and one-half (1½) times their regular rate of pay for all hours worked beyond forty (40) in a seven (7) day period. Paid sick leave days shall be credited as time worked for purposes of determining overtime under this Article.

Section 6.5 Work During Vacation, Floating Holiday or Personal Day.

An Employee ordered to work on a vacation, floating holiday or personal day shall be paid one and one-half (1½) times their regular rate of pay for all such hours worked on that day.

Section 6.6. Compensatory Time.

Compensatory time at time and one-half (1½) rate may be granted at such time and in such time blocks as are mutually agreed upon between the involved employee(s), their supervisor and department head in accordance with state and federal statutes. If mutual agreement on compensatory time cannot be reached, the employee shall receive one and one-half (1½) times his rate of pay for each overtime hour worked. An employee may carry over up to one hundred and sixty (160) hours' compensatory time, provided, however, that no more than ninety (90) hours will be compensated at straight time pay at the time he ends his employment with the City. Compensatory time off may be taken with the approval of the Police Chief, or his designee, based upon departmental manning levels as established by the Chief and Department needs as determined by the Chief.

Section 6.7. Court Time.

Employees who would otherwise be off duty shall be paid, with a three (3) hour minimum, for all hours worked when appearing in court on behalf of the Employer in the capacity of a commissioned officer or when preparing for an off-duty court appearance when in the presence of a prosecuting attorney; off-duty lunch periods shall not be counted toward hours worked. Hours worked during court time may be included as overtime pay in accordance with Section 6.4, if applicable. Employees who receive notice of court appearance and are placed on a call-in status and do not get called to appear in court shall receive two (2) hours' straight-time pay. This pay shall not be credited toward overtime pay.

Section 6.8. Call-Back Pay.

An employee called back to work after having left work shall receive a minimum of two (2) hours' pay at 1.5 times his straight-time rate pay. Hours worked during call-back may be earned as overtime pay in accordance with Section 6.4, if applicable.

Section 6.9. Required Overtime.

The Chief of Police, or his designee(s), shall have the right to require overtime work and officers may not refuse overtime assignments. In non-emergency situations, the Chief, or his designee, as a general rule shall take reasonable steps to obtain volunteers by seniority for overtime assignments before assigning required overtime work. Where it will not adversely affect the job or unduly add to the time of making work assignments, the Chief, or his designee, will attempt to assign overtime on a reverse length of service basis among employees present and available. However, volunteers will not necessarily be selected for work in progress which is being performed by a specific officer. Also, specific officers may be selected for special assignments based upon specific skills, ability and experience they may possess (such as bilingual capability, breathalyzer training or special training or skills as a traffic accident reconstruction officer-to name a few).

Employees volunteering for overtime work must give more than twenty-four (24) hours' notice if they will not be able to work, or be subject to disqualification from further voluntary overtime assignments.

Section 6.10. 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.

ARTICLE VII

SHIFT ASSIGNMENT AND SCHEDULING

Section 7.1. Scheduling.

Except in an emergency, including an unintended shortage of manpower, or when circumstances change in such a fashion as to affect the Employer's ability to provide police protection to the public, the Employer agrees that the principles stated below shall govern shift assignment and scheduling for the length of the Agreement. The Employer reserves the right to determine the number of employees to be required on duty during any week work shift as well as the basic job skills and qualifications of such employees to temporarily change work shifts of the affected employee for purposes of training, or for court attendance of three (3) or more consecutive days. Subject to the conditions stated herein, employees shall have the right to bid, based upon seniority, for available shift assignments such bidding to be accomplished in seven (7) week work blocks. The Employer may refuse to grant individual days off on any shift because of manpower shortages.

Section 7.2. Posting of Annual Schedule.

The Employer shall post on or before February 1 a yearly departmental scheduling period. This schedule shall provide for work shifts of eight and one-half (8½) hours, and officers will be expected to work at least five (5) days per week. This schedule shall provide for shift bidding in seven (7) week blocks, with the schedule showing the shift assignments of work available during the scheduled period, the scheduled days off for each shift and the required numbers and skill levels of employees for each shift.

Section 7.3. Basic Requirements For Each Schedule.

Prior to bidding, the Employer's posted schedule shall provide the basic criteria for each shift. Such criteria may provide, among other things, that at least one (1) officer having six (6) or more years of experience shall be scheduled on each shift; that at least one (1) officer with specialized breathalyzer training be assigned to the evening and midnight shifts; and that only one (1) field training officer shall be scheduled on a shift during a period of actual function within the field training officer program at any one time. In addition, after offering to and discussing the matter at a labor-management meeting, the Employer may indicate on the schedule any changed or additional required specialized skills for each shift as circumstances warrant.

Section 7.4. Less Experienced Officers.

The Employer shall have the right to assign any employee during the probationary period to such shift as the Employer shall, in its discretion, deem necessary or desirable for such employee's education, experience and professional development, prior to opening the remaining shift assignments for bidding by more senior employees.

Section 7.5. Conclusion Of Bidding Process.

All bidding for shift assignments will be completed no later than fourteen (14) days after the posting of the schedule by the Employer. The Employer may thereafter assign to the scheduled officers who have not tendered or received bids or who are employed after completion of the bidding period. Thereafter, representatives of the Employer shall review the bid schedule and offer to meet with representatives of the Labor Council to inform them of adjustments in the schedule if required by manpower, experience or skill requirements or needs.

Section 7.6. Changes If System Unworkable.

In the event the system of shift assignment and scheduling created pursuant to the provisions of this Section shall prove to be unworkable or impractical, the Employer reserves the right to inform the Labor Council, discuss the matter with the Labor Council for up to seven (7) days, and temporarily institute another scheduling approach or system it deems appropriate based upon manpower availability. Thereafter, upon request, the Employer will enter into negotiations with the Labor Council on a new, more permanent scheduling system. If agreement on a new, more permanent system cannot be reached within thirty (30) days from the beginning of such negotiations, then the parties agree that their impasse may be submitted to interest arbitration as provided in Article 20 of this Agreement.

Section 7.7. Specialized Work Units.

Notwithstanding any other provision of this Agreement, the Employer may create specialized work units and adjust the work schedules of employees assigned to these units to meet the needs of such units; however, work schedules shall not be changed for the sole purpose of avoiding overtime.

The Employer will seek volunteers for these units, however, the Chief retains the right to determine the necessary staffing for these units.

Section 7.8 Canine Unit

Employees assigned to the Canine unit will be assigned at the discretion of the Chief of Police. Canine employees shall be required to carry a pager; however, subject to reasonable operational needs as determined by the Chief of Police, there shall be no specified response time.

Canine employees shall have the responsibility for the care and feeding of the dog. The costs of the care and feeding of the dog, however, will be paid for by the City. A vehicle will be provided for the purpose of transporting the canine to and from the canine employees' home.

Canine employees will receive an annual stipend of \$2,400 for the additional time required to care for the dog, which stipend shall be included within the employees' base pay.

Section 7.9 School Resource Officers.

On those days, or parts thereof, when School Resource Officers are not required to work at school, they shall report to the police department and shall be assigned to the Investigations Division. They shall be treated like detectives for the purposes of calculating overtime as well as requesting leave time.

ARTICLE VIII

GRIEVANCE PROCEDURE

Section 8.1. Definition.

A "grievance" is defined as a dispute or difference of opinion raised by an employee or the Labor Council against the Employer involving an alleged violation or misapplication of an expressed provision of this Agreement, except that any dispute or difference of opinion concerning the imposition of discipline which is subject to the jurisdiction of the West Chicago Civil Service Commission shall not be considered a grievance under this Agreement.

Section 8.2 Procedure.

A grievance filed against the Employer 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 employee's immediate supervisor (in most cases, the sergeant in charge), 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. All grievances must be presented no later than five (5) business days from the date of the occurrence of the matter giving rise to the grievance or within five (5) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The immediate supervisor shall render a written response to the grievant within five (5) business days after the grievance is presented.

Step 2: If the grievance is not settled at Step 1 and the employee, or the Labor Council if a Labor Council grievance, wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the appropriate commander within five (5) business days after receipt of the Employer's answer in Step 1, or within five (5) business days of the time when such answer would have been due. The grievance shall specifically state the basis upon which the

grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The commander shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance with the grievant and an authorized business representative, if one is requested by the employee, within five (5) business days of its receipt by the commander, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the commander shall provide a written answer to the grievant, or to the Labor Council if a Labor Council grievance within five (5) business days following their meeting or within ten (10) business days of its receipt if no meeting is requested.

Step 3:

If the Grievance is not settled at Step 2 and the employee, or the Labor Council if a Labor Council grievance, wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted in writing designated as a "grievance" to the Police Chief within five (5) business days after receipt of the Employer's answer in Step 2, or within five (5) business days of the time when such answer would have been due. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Police Chief or his designee shall investigate the grievance and, in the course of such investigation shall offer to discuss the grievance within five (5) business days with the grievant and an authorized Labor Council representative if one is requested by the employee at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Police Chief or designee shall provide a written answer to the grievant, or to the Labor Council if a Labor Council grievance, within five (5) business days following their meeting, or within ten (10) business days of its receipt by the Chief if no meeting is requested.

Step 4:

If the grievance is not settled at Step 3 and the Labor Council desires to appeal, it shall be referred by the Labor Council in writing to the City Administrator within five (5) business days after receipt of the Employer's answer in Step 3. Thereafter, the City Administrator or his designee and the Police Chief or other appropriate individual(s) as desired by the Employer Administrator shall meet with the grievant, the Steward involved and an outside, non-employee representative of the Labor Council if desired by the employee within five (5) business days of receipt of the Labor Council's appeal, if at all possible. If no agreement is reached, the City Administrator or designee shall submit a written answer to the Labor Council within five (5) days following the meeting.

Section 8.3. Arbitration.

If the grievance is not settled in Step 4 and the Labor Council wishes to appeal the grievance from Step 4 of the grievance procedure, the Labor Council may refer the grievance to arbitration, as described below, within ten (10) business days of receipt of the Employer's written answer as provided to the Labor Council at Step 4:

- A. 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 the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of five (5) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Employer and the Labor Council shall have the right to strike two (2) names from the panel. The party referring the grievance to arbitration shall strike the first two names; the other party shall then strike two names. The person remaining shall be the arbitrator.

- B. The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Labor Council and Employer representatives.
- C. The Employer and the Labor Council shall have the right to request the arbitrator to require the presence of witnesses or documents. The Employer and the Labor Council retain the right to employ legal counsel.
- D. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- E. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
- F. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Employer and the Labor Council; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 8.4 Limitations on Authority of 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. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at Step 2. 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 Employer under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section 8.4 shall be final and binding upon the Employer, the Labor Council and the employee covered by this Agreement.

Section 8.5. Time Limit For Filing.

No grievance shall be entertained or processed unless it is submitted at Step 1 within five (5) business days after the occurrence of the event giving rise to the grievance or within five (5) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance: A "business day" is defined as a calendar day exclusive of Saturdays, Sundays or holidays recognized by the Employer.

If a grievance is not presented by the employee or the Labor Council within the time limits set forth above, it shall be considered "waived" and may not be further pursued by the employee or the Labor Council. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Labor Council may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

Section 8.6. Time Off

The grievant and one Labor Council representative, or a Labor Council representative if a Labor Council grievance, shall be given paid time off to participate in the Step 3 or 4 meetings if the meetings are conducted on working time. No other time spent on grievance matters shall be considered time worked for compensation purposes.

ARTICLE IX

NO STRIKE NO LOCKOUT

Section 9.1. No Strike

Neither the Labor Council nor any Employees, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, slowdown, speed up, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved mass resignations, mass absenteeism, or picketing which in any way results in the interruption or disruption of the operations of the Employer, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Employer with normal appeal and hearing rights to the West Chicago Civil Service Commission. Each employee who holds the position of officer or steward of the Labor Council occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article the Labor Council agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 9.2. No Lockout.

The Employer will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Labor Council.

Section 9.3. Penalty.

The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 9.1 is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instances is not a waiver of such right in any other instance nor is it a precedent.

Section 9.4. Judicial Restraint.

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

ARTICLE X HOLIDAYS

Section 10.1. Holidays.

Employees shall receive eight (8) hours' pay, whether they are working or not, for each of the following holidays:

New Year's Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veterans' Day
Thanksgiving Day	Christmas Day
President's Day	Martin Luther King Jr's Birthday

Employees scheduled to work on a holiday who are approved to take time off on that day must use accrued time from their leave bank. If an Employee is not scheduled to work, employees may choose to add these eight (8) hours to their compensatory time bank in lieu of pay.

Section 10.2. Holiday Pay And Work Requirements.

Employees shall work all holidays when scheduled as part of their normal departmental work schedule. Employees scheduled to work on a holiday shall, in addition to the benefit in Section 10.1, received twelve (12) hours of straight-time pay for their eight (8) hour shift. Employees may choose to add twelve (12) hours to their compensatory time bank in lieu of pay, but shall be paid the eight (8) hours detailed in Section 10.1.

To be eligible for holiday pay when scheduled to work on the holiday, an employee must work their regularly scheduled day before and after the holiday, in addition to the holiday, when scheduled as part of their normal departmental work schedule. If an employee is absent from work the day before or after a holiday the employee will not receive holiday pay until proof of illness or excusable absence is established to the satisfaction of the Chief.

An employee not scheduled to work on a holiday who does work on the holiday shall receive pay two (2) times the employee's regular straight time hourly rate of pay for the actual hours worked on the holiday. An employee ordered to work beyond his regularly scheduled shift or carried over due to an assignment on the holiday shall receive pay of two (2) times the employee's regular straight time hourly rate of pay for all such unscheduled hours worked.

Section 10.3. Floating Holiday

Effective May 1, 2007, employees shall receive one (1) floating holiday at May 1st per fiscal year and said day must be used by the end of the fiscal year and may not be carried over to subsequent years, unless an employee is in his first year of employment and was hired after November 1st. If a carry over is permitted, the day(s) carried over must be used within the first six (6) months of the new fiscal year.

A floating holiday must be taken in at least one-half day increments and must be scheduled at the mutual convenience of the employee and the Chief of Police or his designee at least three (3) week days in advance unless the Chief of Police or designee approves shorter notice. Said approval shall not be unreasonably denied.

An employee terminated before the end of the probationary period will not be paid for floating holidays.

ARTICLE XI

LAYOFF AND RECALL

Section 11.1. Layoff.

The employer, 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 Illinois Statutes, Ch. 24 §10-1-38.1, as it exists on January 1, 1986. An employee subject to layoff will be paid all accumulated vacation leave benefits. Laid off employees and their dependents will be eligible to continue as participants in the Employer's group health plan at their own expense to the extent required by federal law. A notice of potential benefits will be sent to the employee and any dependents covered by the group health plan by the Employer.

Section 11.2. 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 without further training.

Employees who are eligible for recall shall be given ten (10) 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 Labor Council, provided that the employee must notify the Police Chief or his designee of his intention to return to work within three (3) days after receiving notice of recall. The Employer 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 removed from the recall list.

ARTICLE XII

VACATIONS

Section 12.1. Eligibility And Accrual.

Employees shall start to accrue vacation time as of their date of hire, but it may not be used during his first twelve (12) months of employment with the city. Effective May 1, 2007, vacation accruals shall be posted monthly as it is earned, and shall be based on the following schedule:

Years of Service	Days per Month	Days per Year
0-5 Years	0.833	10
5 Years & one day- 11 Years	1.250	15
11 Years & one day – 17 Years	1.660	20
17 Years & one day or more	2.080	25

Employees shall accrue vacation time for any month in which they receive compensation for more than eighty (80) hours of work.

Employees may carry over up to a maximum of their accrual leave amount from one fiscal year to the next. At the sole discretion of the Chief of Police, an employee may carry over up to an additional one (1) week of vacation leave.

Section 12.2. 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 payday immediately preceding the employee's vacation. Vacation may be taken in a minimum of eight (8) hour increments.

Section 12.3. Scheduling And Accrual

Earned vacation time shall be scheduled by the Employer in accordance with Employer service needs and, if possible, the employee's desires. On March 1, each commander shall post a schedule of days available for vacation during the upcoming fiscal year. The employees on each shift/watch shall then select their vacation preferences in the order of their seniority, with the most senior employee having first choice, the next most senior having second choice, and so on. At this time, employees can schedule no less than one (1) week of vacation at a time and may schedule no more than their annual accrual amount. The vacation periods requested pursuant to this procedure shall be submitted to the commander for approval by April 1 of each year. The commander shall review the requests and post a vacation schedule on or before May 1. After the vacation schedule has been established, any remaining vacation days ("floating" vacation days) shall be taken on a first requested, first received basis. Requests for a floating vacation day must, absent emergency, be submitted at least two (2) full days in advance of the date sought, and such request may be denied by the Employer for good reason. Requests for two or more consecutive days of floating vacation must be submitted to the employee's immediate supervisor, and can be taken only with his authorization. All floating vacation days must be requested no later than February 1st of each fiscal year or they will be lost. No vacation days may be taken without prior notice to and approval of the Chief of Police or his designee.

Section 12.4 Employee Emergency.

Where a vacation day is needed for emergency reasons, such as unexpected family illness, the employee will notify the Employer as soon as possible of such need. If the Employer is able to arrange suitable coverage for the employee's work, the employee will be given the requested day(s) off as a vacation day(s), provided the employee has the requisite number of approved vacation day(s) available.

Section 12.5. Accumulation.

Vacation time shall not accrue during any layoff or unpaid leave of absence.

Section 12.6. City Emergency.

In case of an emergency, the City Administrator or Police Chief may cancel and reschedule any or all approved vacation leaves in advance of their being taken, and/or recall back any police patrol officer from vacation in progress.

ARTICLE XIII

PERSONAL DAYS AND SICK LEAVE

Section 13.1. Purpose.

Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees for them to work while sick. To the extent permitted by law, sick employees are expected to remain at home unless hospitalized, visiting their doctor, acting pursuant to reasonable instructions for care, or caring for a seriously ill member of the immediate family.

Section 13.2. Probationary Personnel.

All employees shall be eligible for sick time after completion of eight (8) months of employment with the Employer. Employees shall start to earn sick time upon their date of hire, but cannot use sick time until after successful completion of eight (8) months of employment with the Employer. Unpaid sick leave taken during the first eight (8) months of the probationary period will not reduce an employee's seniority under Section 1.6.

Section 13.3. Allowance.

Sick leave may be used for non-service connected sickness or disability, or for caring for a seriously ill or injured individual living with the employee and who is in the employee's immediate family (defined as the employee's legal spouse, children, step-children, parents, parents of spouse, step-parents, brothers, sisters and relatives living under the same roof as the employee).

Section 13.4. Days Earned In Accumulation.

Employees shall earn eight (8) hours of sick leave for each calendar month of service. Sick leave shall be earned by an employee for any calendar month in which the employee is compensated for more than eighty (80) hours of work. Sick leave used shall reduce accrued sick leave by an equal amount. Unused sick leave credit will be carried over from year to year. Such leave cannot be taken before it is actually earned.

Section 13.5. Notification.

Notification of absence due to sickness shall be given to the Employer as soon as possible on the first day of such absence and every day thereafter (unless this requirement is modified or waived by the Chief), but no later than one (1) hour before the start of the employee's work shift unless it is shown that such notification was impossible. Failure to properly report an illness may be considered as absence without pay and may subject the employee to discipline, as well.

Section 13.6. Medical Examination.

The Employer may require a written certification from a physician indicating the nature of the illness and containing a statement that the employee has been examined and is physically able to return to work, for an employee absence for more than two days due to sickness.

Section 13.7. Abuse Of Sick Leave.

Abuse of sick leave is a serious matter which may subject an employee to discipline. The Labor Council shall join the Employer in making an effort to correct the abuse of sick leave wherever and whenever it may occur.

Section 13.8. Sick Leave Utilization.

Sick leave shall be used in no less an increment than one-half (½) day.

Section 13.9. Sick Leave Buy Back.

At the employee's retirement the employee will be paid one day's pay for each four (4) days' sick pay earned and not taken. Retirement is defined as: Any person having twenty (20) years or more of employment service, and who is receiving retirement payments from the West Chicago Police Pension Fund.

Section 13.10 Personal Days.

The Employer and the Labor Council recognize there are times when employees have personal business which requires absence from work and yet does not fit the criteria for sick days, floating holidays, or vacation days. In order to allow for these absences without encouraging sick time abuse or vacation depletion, the employee shall be able to earn personal days based on sick time use.

Section 13.11 Personal Day Earning And Use.

Employees shall be given eight (8) hours off with straight time pay for every fiscal year at May 1st. In addition, employees may earn an additional eight (8) hours of straight time pay for every fiscal quarter (i.e., May-July, August-October, November-January, and February-April) that such an employee does not use any sick time. Employees on probation shall earn personal days, but shall not be able to take them until after the probationary period is completed. An employee terminated before the end of the probationary period will not be paid for personal days.

All paid leave, except sick time, will count towards earning personal days. The personal days earned by the employee may be taken at any time or for any reason provided forty eight (48) hours' notice is given to the immediate supervisor, though the supervisor may refuse such leave for good cause. Only one personal day per shift will be granted on any specific day. Personal days shall be granted on a first requested, first received basis. A personal day may be used with less than forty eight (48) hours' notice if approved by the Chief of Police or his designee. The employee shall not have to provide a reason for taking the personal day. Personal days may be taken in no less than four (4) hour increments.

Section 13.12 Personal Day Accumulation.

Non-probationary employees may accumulate up to forty (40) hours for personal days. The time earned can be carried over from year to year. Employees shall be paid in full for any time accrued as personal days upon separation from the Employer.

ARTICLE XIV

ADDITIONAL LEAVES OF ABSENCE

Section 14.1. Discretionary Leaves.

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

Section 14.2. Application For Leave.

Any request for a leave of absence shall be submitted in writing by the employee to the City Administrator and Police Chief or their designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by the City Administrator and it shall be in writing.

Section 14.3. Military Leave.

Military leave shall be granted in accordance with applicable law.

Section 14.4. Jury Or Witness Duty Leave.

Employees covered by this Agreement who are required to serve on a jury shall sign their jury duty checks over to the Employer. The Employer shall compensate such employees, at their regular rate of pay, for each regularly scheduled work hour actually spent on jury duty, up to eight (8) hours per day.

Section 14.5. Funeral Leave.

In the event of death in the immediate family (defined as the employee's legal spouse, children, step-children, son-in-law, daughter-in-law, parents, parents of spouse, step-parents, grandparents, brothers, sisters, step-brother and step-sister), an employee shall be granted up to three (3) consecutive workdays off if the employee attends the funeral. An employee under special circumstances may request two (2) additional days off with pay for funeral leave, and such request shall be granted by the Chief of Police, or designee, where circumstances warrant. These two (2) additional days off shall be debited from the employee's existing sick leave accrual account. An employee shall provide satisfactory evidence of the death of a member of the immediate family and the employee's attendance at the funeral if so requested by the Employer.

Section 14.6. Leave for Illness or Injury.

- A. In the event an employee is unable to work, by reason of illness or injury (including those compensable under workers' compensation) after completely utilizing Family Medical Leave, the Employer may grant a leave of absence without pay during which time seniority shall not accrue for so long as the employee is unable to work, except that for a work related injury compensable under workers' compensation, an employee shall accrue seniority as required by law.
- B. To qualify for such leave, the employee must report the illness or injury as soon as the illness or injury is known, and thereafter furnish to the Police Chief or his designee a physician's written statement showing the nature of the illness or injury and the estimated length of time that the employee will be unable to report for work, together with a written application for such leave. Thereafter, during such leave, the employee shall furnish a current report from the attending doctor at the end of every forty five (45) day interval.
- C. Before returning from leave of absence for injury or illness, or during such leave, the employee, at the discretion of the Employer, may be required to have a physical examination by a doctor designated by the Employer to determine the employee's capacity to perform work assigned. If the City's designated doctor is in conflict with the employee's doctor, a third mutually agreed upon doctor shall be the deciding factor if required by law; otherwise the City's doctor prevails. A leave of absence for illness or non-job related injury will under no circumstances be granted until an employee's entire accrued sick leave is first exhausted.

Section 14.7. Benefits While On Leave.

- A. Unless otherwise stated in this Article or otherwise required by law, length of service and any right or privilege for which length of service is a factor shall not accrue for an employee who is on an approved non-pay leave status. Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a pay status. Unless otherwise stated in this Article, an employee returning from leave will have his seniority continued after the period of the leave. Upon return the Employer will place the employee in his or her previous job if the job is vacant; if not vacant, the employee will be placed in the first available opening in his classification.
- B. If upon the expiration of a leave of absence, there is no work available for the employee or if the employee could have been laid off according to his seniority except for his leave, he shall go directly on layoff.
- C. During the approved unpaid leave of absence of more than thirty (30) calendar days after utilizing Family and Medical Leave or layoff under this Agreement, all fringe benefits will cease, except that the employee shall be entitled to coverage under applicable group and life insurance plans to the extent provided in such plan(s); provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the Employer.

Section 14.8. Non-Employment Elsewhere.

A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Employees who engage in employment, elsewhere during such leave granted by this Article without written permission of the City Administrator may immediately be terminated by the Employer.

Section 14.9. Light Duty

Employees who are physically unable to perform their normal job duties because of an injury may be placed on light duty assignment by the Chief, provided that the employee receives a medical release pursuant to Section 14.6(B.) from his physician (or a physician assigned by the City) to the extent permitted by law to perform such assignment. The length of time and circumstances of such light duty shall be within the sole discretion of the Chief of Police, and the Chief of Police when assigning such light duty shall be mindful of the employee's previous work schedule and take it into consideration.

ARTICLE XV

WAGES

Section 15.1. Wages.

Employees shall be compensated on May 1st of each fiscal year in accordance with the following schedule:

Step	2007-2008	2008-2009	2009-2010
A	\$ 50,650	\$ 52,676	\$ 54,783
B	\$ 53,562	\$ 55,705	\$ 57,933
C	\$ 56,642	\$ 58,908	\$ 61,264
D	\$ 59,899	\$ 62,295	\$ 64,787
E	\$ 63,343	\$ 65,877	\$ 68,512
F	\$ 66,986	\$ 69,665	\$ 72,452
G	\$ 70,837	\$ 73,671	\$ 76,618
H	\$ 74,910	\$ 77,907	\$ 81,023

Section 15.2 Employee In Charge Pay.

The employee in charge shall be compensated at the following rate for each shift he acts in this capacity for a minimum of four hours. He shall be paid the amount again after 8 ½ consecutive hours in the position.

Effective May 1, 2000

\$25.00

Section 15.3. Placement On Wage Schedule

Employees shall be placed on the Wage Schedule described in Section 15.1 in accordance with Appendix B attached to this Agreement. New employees shall be placed on the pay schedule as determined appropriate by the City based upon their previous work experience and background.

Section 15.4. Movement Through Wage Schedule.

Employees shall move through the wage schedule based on the performance evaluation received by the officer prior to April 30th of each year. Employees who receive a “meets standards” evaluation or better shall move forward one letter level. Employees who receive a “below standards” evaluation shall not proceed to the next letter level. During the first twelve (12) months of employment, an employee shall only move across the wage schedule at the same letter level on the May 1st following their hire, and shall only move forward one letter level after twelve (12) months of employment and if they receive a “meets standards” evaluation or better. After twelve (12) full months of employment, they shall follow the same movement as longer tenured employees. For example:

- an employee hired on November 1, 2007 will begin at Step A of the 2007-08 wage schedule. On May 1, 2008, he will move to step A of the 2008-09 schedule. Assuming he receives at least a “meets standards” on his evaluation, on his one (1) year anniversary date (November 1, 2008), he will then move forward to Step B of the 2008-2009 wage schedule. On May 1, 2009, he will progress across and forward one step (Step C) on the 2009-2010 wage schedule, the latter assuming he receives at least a “meets standards” on his evaluation; and
- an employee hired on March 1, 2008 will begin at Step A of the 2007-08 wage schedule. On May 1, 2008, he will move to step A of the 2008-09 schedule. Assuming he receives at least a “meets standards” on his evaluation, on his one (1) year anniversary date (March 1, 2009), he will then move forward to Step B of the 2008-2009 wage schedule. On May 1, 2009, he will progress across and forward one step (Step C) on the 2009-2010 wage schedule, the latter assuming he receives at least a “meets standards” on his evaluation.

The evaluation period each year shall begin on April 1st and conclude on March 31st.

Section 15.5 Recourse.

The Employer's evaluation of employees may not be arbitrary and capricious. Employees may challenge their evaluation through the grievance procedure, however, if a grievance involving this subject matter cannot be resolved prior to Step 4, the Labor Council may proceed to Step 4 in an attempt to resolve the dispute. Any request to proceed to arbitration shall be determined solely by the Labor Council. In order to prevail before an arbitrator, the Labor Council must establish that the employee's evaluation was arbitrary and capricious.

Section 15.6 Longevity Pay.

Longevity pay is not applicable to employees covered by this contract.

ARTICLE XVI

QUARTERMASTER ALLOWANCE AND CLOTHING REIMBURSEMENT

Section 16.1 Quartermaster Allowance

Employees who are required to wear and regularly and continuously maintain prescribed items of uniform clothing and personal equipment shall be issued same by Employer, as necessary, but shall be required to clean and maintain such items properly and will be responsible for their return in good condition, less normal depreciation and destruction in the course of employment.

Section 16.2 Clothing Reimbursement

The City shall provide to each Detective and School Resource Officer a clothing reimbursement of \$500.00 per fiscal year. Employees shall submit all receipts for reimbursement at one time prior to April 15th of each fiscal year. The clothing allowance shall increase to \$600.00 total per fiscal year beginning on May 1, 2008. The type of clothing eligible for reimbursement shall be determined by the Chief of Police or his designee. Employees during their probationary period shall receive a prorated portion of the reimbursement amount based upon the remaining number of months in the fiscal year.

ARTICLE XVII

INSURANCE

Section 17.1. Coverage.

The Employer will provide health and dental insurance coverage similar to the existing policies, except as otherwise stated in this Article. The Employer may change carriers, benefits, adopt a PPO program or self insure as it deems appropriate so long as the basic level of insurance benefits remains the same, except the Employer may:

- A. increase the deductible for single coverage to \$300 and family coverage to \$800 per occurrence;
- B. increase the employee's out of pocket expenses (including deductible) to \$1,000 per person;
- C. provide a psychiatric care limit of \$25,000; and
- D. change in-patient hospital services reimbursement to 80 percent paid by the Employer and 20 percent paid by the employee.

Section 17.2. Cost.

Effective May 1, 2004, the following cost sharing provisions shall be applicable for employees participating in any approved medical insurance program offered by the Employer:

	Employer Share	Employee Share
HMO – Single	100% of premium	0% of premium
HMO – Family	75% of the difference in cost between single and family coverage	25% of the difference in cost between single and family coverage
All Other Programs- Single	82% of premium	18% of premium
All Other Programs – Family	82% of premium	18% of premium

Under either medical insurance program, the Employer will pay one hundred percent (100%) of the premium for both single and family dental care coverage through an approved insurance carrier(s).

Section 17.3. Cost Containment.

The Employer reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review,

prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 17.4. Life Insurance.

The Employer shall provide to all employees life insurance equal to the officers base salary.

The Employer will pay one hundred percent (100%) of the cost of this insurance. The Employer shall also provide \$2,000 of life insurance on all employee spouses and \$1,500 for all other dependents. This coverage shall continue as long as life insurance is available at reasonable rates to the Employer.

Section 17.5. Killed In The Line Of Duty.

The Employer shall defray all remaining reasonable funeral and burial expenses which are not paid from some other source for any bargaining unit member killed in the line of duty, to a maximum of \$5,000.

ARTICLE XVIII

DRUG TESTING

In order to help provide a safe work environment and to protect the public by insuring that police officers have the physical stamina and emotional stability to perform their assigned duties, the Employer may require employees to submit to a urinalysis test and/or other appropriate drug or alcohol test up to four (4) times per year per employee at a time and place designated by the Employer. If an employee tests positive in any such random screening test for drugs, a second drug test shall be conducted as soon as possible. The results of these tests shall be sent to the Employer, but will remain absolutely confidential, and if both drug tests are positive the employee shall be advised confidentially to seek assistance. If, after a reasonable period of time for rehabilitation, the same employee tests positive a second time, or if the initial alcohol test (via blood test) shows an alcohol concentration of .040 or more based upon grams of alcohol per 100 millimeters of blood, the test results shall be submitted to the Police Chief for appropriate action. Drug or alcohol testing may also be required where there is cause for such testing. Unlawful use of drugs or the use of alcohol during or just before work, or the failure to cooperate in testing under this Section, shall be cause for discipline, including discharge.

ARTICLE XIX

MISCELLANEOUS PROVISIONS

Section 19.1 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 Employer shall notify the Labor Council of its intention to change them. Upon such notification, and if requested by the Labor Council, the Employer shall meet and discuss such charge before it is finally implemented by the Employer. Any change made without such notice shall be considered

temporary pending the completion of such meet and confer discussions. If the Labor Council becomes aware of such a change and has not received notification, the Labor Council must notify the Employer as soon as possible and request discussions if such discussions are desired. The failure of the Labor Council to request discussions shall act as a waiver of the right to such discussions by the Labor Council.

Section 19.2. Americans With Disabilities Act.

During the term of this Agreement, the parties agree that the Employer may take reasonable steps to comply with the requirements of the Americans With Disabilities Act.

Section 19.3. Smoking.

The Employer may institute reasonable rules concerning the prohibition of smoking, including prohibiting officers from smoking in the direct presence (moving car or stopped car with no one around is not in "direct presence") of citizens or in confined areas where it may bother employees who do not smoke. The Employer may further prohibit all smoking during working hours for those employees hired after October 19, 1992.

Section 19.4. Family and Medical Leave Act.

Employees shall be covered by the Family and Medical Leave Act of 1993. The Employer may adopt and modify policies and procedures which are consistent with the provisions of the Family and Medical Leave Act.

Section 19.5. Bill of Rights.

The Employer shall follow and abide by the rights and procedures provided for in 50 ILCS 725/1 et. seq. of the Illinois Compiled Statutes. Any alleged violation of this Article of the Agreement may be pursued through the grievance procedure up to but not through the arbitration step.

Section 19.6 Fitness Program.

Fitness programs and monitoring one's own health have proven to increase productivity, decrease absenteeism, provide better coping skills and encourage healthier lifestyles. Toward that end, the City will provide for a maximum amount of reimbursement of \$200.00 per employee per fiscal year beginning May 1, 2007 for employees wishing to: (1) undergo a more comprehensive physical than that offered through the Insurance Plan provided by the Employer and/or (2) become a member of a fitness facility. The physical and/or use of a fitness facility shall not be done while on-duty. Employees shall submit all receipts for reimbursement for the physical and/or fitness facility membership to the Chief of Police or his designee at once prior to April 15th of each fiscal year. The maximum amount of reimbursement shall increase to \$400.00 per employee per fiscal year beginning on May 1, 2008. New hires shall receive a prorated portion of the reimbursement amount based upon the remaining number of months in the fiscal year.

Nothing herein shall be construed as to require the City to provide space in or fitness equipment at any municipal facility for employees to use. Participation in this Fitness Program shall be voluntary. There shall be no disciplinary action instituted against employees for failing to participate in the Fitness Program.

ARTICLE XX

IMPASSE RESOLUTION

Upon the expiration of this Agreement, the remedies for the resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended.

ARTICLE XXI

CIVIL SERVICE COMMISSION

The parties recognize that the Civil Service Commission of the City of West Chicago has certain disciplinary authority over employees covered by this Agreement. Nothing in this Agreement is intended in any way to replace or diminish that authority. Therefore, the parties agree the Civil Service Commission shall preside over any disciplinary action appealed or under their authority, such as suspension or discharge. Disciplinary action not under authority of the Civil Service Commission, including oral or written warnings, shall be subject to review under the grievance procedure.

ARTICLE XXII

OUTSIDE EMPLOYMENT

No employee of the Employer shall be employed in any other business, position or occupation that interferes in any way with his City position or the full and proper performance of his duties. An employee engaged in outside employment must first notify the Police Chief of such employment, and the Administrator may withdraw approval for outside employment upon just cause. Further, an employee may not engage in any other business, position or occupation outside of the City limits which requires the possession of a firearm without first obtaining a written agreement from such business, position or occupation to indemnify the City of West Chicago for any liability (including workers' compensation or tort liability) which may exist because of the use of such firearm.

ARTICLE XXIII

SAVINGS CLAUSE

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

ARTICLE XXIV

ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in the Agreement, it may be charged by the Employer as provided in the Management Rights Clause, Article 4

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 understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE XXV

TERMINATION

Section 25.1. Termination In 2010.

This Agreement shall be effective on May 1, 2007 and shall remain in full force and effect until 11:59 p.m. on the 30th day of April 2010. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no later than ten (10) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

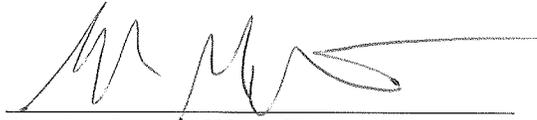
Executed this 4TH day of April, 2007.



For the City of West Chicago



For the Ill FOP Labor Council



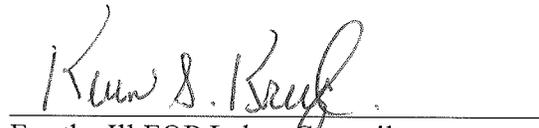
For the City of West Chicago



For the Ill FOP Labor Council



For the Ill FOP Labor Council



For the Ill FOP Labor Council

APPENDIX "A"

ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCK TOWER DRIVE
SPRINGFIELD, ILLINOIS 62704

I, _____, hereby authorize my employer, the City of West Chicago 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:

Signed: _____ Date _____

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____

Please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
974 Clock Tower Drive
Springfield, IL 62704
(217) 698-9433

APPENDIX B

Cadena	H
Darlak	H
Hall	H
Landbo	H
Laub	H
Potapczak	H
Quarto	H
Smurawski	H
Theodore	H
Trefilek	H
Zepeda	H
Zurick	H
Makofski	H
Berg	H
Calabrese	H
Cargola	H
Rosenwinkel	H
Levato	H
Perry	H
Griffin	F
Langelan	F
O'Neil	E
Bailey	D
Essick	D
Gatzambide	D
Arms	D
Peterson	D
Potts	C
Moos	B
Murphy	B
Weinrank	A
Hernandez	A
Reyes	A
Herbert	A
Sauseda	A

MEMORANDUM OF AGREEMENT

HEALTH INSURANCE PROGRAM FOR RETIREES

Retired employees who have both a vested pension from the City of West Chicago Police Pension Fund and a rating of "75", which is a combination of age and years of consecutive employment with the City of West Chicago as a sworn police officer, shall be eligible to be covered by the health insurance plan with the lowest total premium that is then available to current employees.

Participation in this retiree health insurance program by eligible employees is subject to all of the following provisions:

- A. The employee must be a current participant in the City's health insurance program at the time of his/her retirement from the City of West Chicago Police Department.
- B. The City will pay ninety percent (90%) of the then applicable cost of the total premium for single health insurance under the plan with the lowest total premium; the employee will be responsible for paying the remaining ten percent (10%) of the then applicable cost of the total premium, payable monthly in advance.
- C. While only single health insurance coverage is being provided pursuant to this program, dependents may be included at the retiree's full cost, payable monthly in advance.
- D. City-paid single retiree health insurance coverage under this plan will terminate when the employee reaches age 70. If the employee becomes eligible for Medicare, coverage under the retiree health insurance program set forth in this Memorandum of Agreement shall be secondary to Medicare coverage.
- E. Any retired employee who accepts employment, including self-employment, averaging more than 20 hours per week in any three (3) month period will no longer be eligible to participate in this retiree health insurance program. It shall be the responsibility of any retiree employee who is receiving single health insurance coverage pursuant to this program to immediately report any such employment to the City.
- F. This retiree health insurance program provision covers only health insurance and does not cover dental insurance or any other type of insurance that the

City may offer to employees. Retirees may participate in the dental insurance plan at the their full cost, payable monthly in advance.

While the provisions of this retiree health insurance program will be covered by the grievance and arbitration and continuing effect provisions of the parties' applicable collective bargaining agreement, this program will not be attached to the parties' then current collective bargaining agreement.

Neither party shall attempt to adjust the benefits contained in this Retiree Health Insurance Program through April 30, 2016.

M. R. [Signature]

Mayor
City of West Chicago

1/5/2004

Date

M. W. [Signature]

President
FOP Lodge No. 85

01-12-04

Date

