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:

City Clerk

CITY OF WEST CHICAGO

AND

ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

LABOR AGREEMENT

MAY 1, 2007 THROUGH APRIL 30, 2010

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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 N0. 85/ILLINOIS FOP LABOR COUNCIL (hereinafter referred to as "Labor Council" or "Union"), is in recognition or 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, oz 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 riles 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.