

RESOLUTION NO. 10-R-0043

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".

APPROVED this 3<sup>rd</sup> day of May, 2010.

AYES: 11

NAYS: 0

ABSTAIN: 1

ABSENT: 2



Mayor

ATTEST:

  
City Clerk

**CITY OF WEST CHICAGO**

**AND**

**ILLINOIS FRATERNAL ORDER OF POLICE  
LABOR COUNCIL – LODGE NO. 85**

**LABOR AGREEMENT**

**MAY 1, 2010 THROUGH DECEMBER 31, 2012**

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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 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 twice per month 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. Each Employee's signed checkoff authorization form shall be kept in his Personnel File.

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 dues 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 Employees and senior administrative representatives of the Employer. Such meetings shall be held not less than quarterly and shall 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, as 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.

A quarterly meeting can be waived upon written agreement of both parties.

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) representatives from each party 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, Chief of Police 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.

Effective May 1, 2010, the parties have agreed that the Department shall institute a 12-hour shift schedule on a trial basis, as more fully described in a Side Letter of Agreement attached hereto. When terms of this Side Letter conflict with Sections (or parts of Sections) in the Collective Bargaining Agreement, the language in the Side Letter shall take precedence. Where there are Sections or parts of Sections which have been modified by the Side Letter, a "\*" has been placed after the Section title.

#### 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 and Required Overtime.\*

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.

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. With less than twenty-four hours' notice, Employees may be subject to disqualification from further voluntary overtime assignments.

#### 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 accumulate and 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 Chief of Police, 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 shall be included as overtime pay at one and one-half (1½) times his rate of pay) in accordance with Section 6.4. 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. 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 schedule for shift bidding by the employees. 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 probationary 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 shifts to the scheduled officers who have not submitted bids. 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 proves 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 Deputy Chief within five (5) business days after receipt of the Employer's response 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 Deputy Chief 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 Deputy Chief, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Deputy Chief shall provide a written response 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 Chief of Police within five (5) business days after receipt of the Employer's response in Step 2, or within five (5) business days of the time when such response 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 Chief of Police 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 Chief of Police or designee shall provide a written response 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 response in Step 3. Thereafter, the City Administrator or his designee and the Chief of Police or other appropriate individual(s) as desired by the City Administrator shall meet with the grievant, the Steward involved and a Labor Council representative or another representative 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 response 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 response 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 respond to 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 (1) Labor Council representative, or a Labor Council representative if a Labor Council grievance, shall be compensated at straight time 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 or their agents 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 instance 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	Martin Luther King Jr's Birthday
President's Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veterans' Day
Thanksgiving Day	Christmas Day

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, he 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, receive 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 January 1, 2009, Employees shall receive one (1) eight (8) hour floating holiday at January 1<sup>st</sup> 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 July 1<sup>st</sup>. 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/shift increments, with the amount of hours dependent on the impacted Employee's shift length 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. For purposes of this Section and other accrued leave time sections throughout the Agreement, "dependent on the impacted Employee's shift length" refers to the number of shift hours an Employee is assigned. 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. The Employee must notify the Chief of Police 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 Chief of Police 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 in the following month after it is earned, and shall be based on the following schedule:

<b>Years of Service</b>	<b>Hours per Month</b>	<b>Hours per Year</b>
0-5 Years	6.667	80
5 Years & one day- 11 Years	10.000	120
11 Years & one day – 17 Years	13.334	160

Employees shall accrue vacation time for any calendar month in which they receive compensation for more than eighty (80) hours of regularly-scheduled work or approved paid leave time.

Employees may carry over vacation time from one (1) fiscal year to the next without limit, provided, however, that :

- (1) the Employee uses at least sixty-four (64) hours of vacation time per fiscal year; and
- (2) no more than the Employee's annual vacation accrual amount will be compensated at straight time pay at the time he ends his employment with the City.

#### Section 12.2. Vacation Pay.

The rate of vacation pay shall be the Employee's regular straight time rate of pay. Vacation must be taken in full day/shift increments, with the amount of hours dependant on the impacted Employee's shift length.

#### 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, the Deputy Chief or his designee 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 Employee 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 Deputy Chief or his designee for approval by April 1 of each year. The Deputy Chief or his designee 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 1<sup>st</sup> 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 Chief of Police 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 to take sick leave time after completion of eight (8) months of employment with the Employer. Employees shall start to earn sick leave time upon their date of hire, but cannot use sick leave 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 family member 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 Employee's shift supervisor 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's absence of more than two (2) days due to illness or injury.

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 work with 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 must be used in no less than one-half ( 1/2 ) day/shift increments, with the amount of hours dependant on the impacted Employee's shift length.

Section 13.9. Sick Leave Buy Back.

At the Employee's retirement, the Employee will be paid eight (8) hours' pay for each thirty-two (32) hours' sick leave time earned and not taken. For purposes of this Section, retirement is defined as any Employee having twenty (20) years or more of employment service with the City, and who will receive retirement pension 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 leave, floating holidays, or vacation time. To allow for these absences without encouraging sick leave time abuse or vacation time depletion, the Employee shall be eligible to earn personal days based on sick leave time use.

Section 13.11 Personal Day Earning And Use.

Employees shall accrue eight (8) hours of personal day leave with straight time pay each fiscal year at January 1<sup>st</sup>. In addition, Employees may earn an additional eight (8) hours of straight time pay for every fiscal quarter (i.e., January-March, April-June, July-September and October-December) 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 six (6) months have been completed.

All accrued paid leave, except sick time, will count towards earning personal days; the taking of unpaid leave, or a suspension, shall prevent an Employee from earning a personal day in that fiscal quarter. 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. 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 must be taken in at least one-half (½) day/shift increments, with the amount of hours dependant on the impacted Employee's shift length.

Section 13.12 Personal Day Accumulation.

Non-probationary Employees may accumulate up to forty (40) hours of personal day leave time. The time earned, but not taken, may be carried over from year to year. Employees will not be paid 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 Chief of Police 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, grandchild, brothers, sisters, step-brother and step-sister), an Employee shall be granted up to three (3) consecutive workdays/shifts off if the Employee attends the funeral. In the event of a death of an Employee's aunt, uncle, niece or nephew, the Employee will be granted one (1) day/shift of paid funeral leave to attend the funeral. An Employee under special circumstances may request two (2) additional days/shifts 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/shifts 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 and 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 Chief of Police 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 balance 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.

By January 1, 2011, the Labor Council Employees and the Employer agree to work together to clarify the language in Sections 14.6 and 14.7 to differentiate between the procedures and benefits associated with on-duty and off-duty injuries and illnesses.

#### 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 outside employment during such unpaid leave and without the 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 1, 2010, and thereafter on January 1<sup>st</sup>, according to the following schedule:

<b>Step</b>	<b>May 1, 2010</b>	<b>January 1, 2011</b>	<b>January 1, 2012</b>
<b>A</b>	\$ 54,783	\$ 56,974	\$ 59,538
<b>B</b>	\$ 57,933	\$ 60,250	\$ 62,962
<b>C</b>	\$ 61,264	\$ 63,715	\$ 66,582
<b>D</b>	\$ 64,787	\$ 67,378	\$ 70,411
<b>E</b>	\$ 68,512	\$ 71,252	\$ 74,459
<b>F</b>	\$ 72,452	\$ 75,350	\$ 78,741
<b>G</b>	\$ 76,618	\$ 79,683	\$ 83,268
<b>H</b>	\$ 81,023	\$ 84,264	\$ 88,056

#### Section 15.2 Employee In Charge Pay.

The Employee in charge shall be compensated \$25.00 for each shift he acts in this capacity for a minimum of one-half of the shift hours he is regularly scheduled to work. He shall be paid an additional \$25.00 for consecutive hours worked beyond his regularly scheduled shift.

#### 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 December 31<sup>st</sup> 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 January 1<sup>st</sup> 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 July 1, 2010 will begin at Step A of the 2010 wage schedule. On January 1, 2011, he will move to step A of the 2011 schedule. Assuming he receives at least a “meets standards” on his evaluation, on his one (1) year anniversary date (July 1, 2011), he will then move forward to Step B of the 2011 wage schedule. On January 1, 2012, he will progress across and forward one step (Step C) on the 2012 wage schedule, the latter assuming he receives at least a “meets standards” on his evaluation; and
- an Employee hired on November 1, 2010 will begin at Step A of the 2010 wage schedule. On January 1, 2011, he will move to step A of the 2011 schedule. Assuming he receives at least a “meets standards” on his evaluation, on his one (1) year anniversary date (November 1, 2011), he will then move forward to Step B of the 2011 wage schedule. On January 1, 2012 he will progress across and forward one step (Step C) on the 2012 wage schedule, the latter assuming he receives at least a “meets standards” on his evaluation.

The evaluation period each year shall begin on December 1<sup>st</sup> and conclude on November 30<sup>th</sup>. Over the next twelve (12) months beginning May 1, 2010, the Labor Council Employees agree to work via labor management meetings on a revised annual evaluation tool. Any change in the evaluation tool shall be mutually agreed upon by the Labor Council and the Employer.

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 Agreement.

**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 \$600.00 per fiscal year. Employees shall submit all receipts for reimbursement at one time prior to December 15<sup>th</sup> of each fiscal year. All receipts must include a printed date of sale by the retailer. Beginning January 1, 2011, the City shall provide to each Street Operation Unit Officer a clothing reimbursement of \$600.00 per fiscal year. 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. For the year 2010, the fiscal year shall be considered to be from May 1 through December 31, 2010.

**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. Employee coverage will begin on the first day of the first month following thirty (30) days of employment, except if he starts on the first business day of the month, when he would be eligible on the first of the following month. Employee coverage terminates on the last day of his employment, except if he retires and is eligible for continued health insurance as detailed in the attached Memorandum of Understanding. 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. provide a psychiatric care limit of \$25,000; and
- C. change in-patient hospital services reimbursement to eighty (80) percent paid by the Employer and twenty (20) percent paid by the Employee.

Section 17.2. Cost.

Effective July 1, 2010, 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	90% of premium	10% of premium
All Other Programs- Single	88% of premium	12% of premium
All Other Programs – Family	88% of premium	12% 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/ALCOHOL 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/alcohol, a second drug/alcohol 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 another time subsequent to rehabilitation, 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 Chief of Police 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 change 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.

During working hours, Employees shall be covered by the Smoke Free Illinois Act of 2008. The Employer may adopt and modify policies and procedures which are consistent with the provisions of the Smoke Free Illinois Act.

#### Section 19.4. Family and Medical Leave Act.

Employees shall be covered by the Family and Medical Leave Act of 1993, or as amended. 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.

The City will provide for a maximum amount of reimbursement of \$400.00 per Employee per fiscal year 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. Reimbursements shall only be made for expenses incurred and paid for by the Employee within the same fiscal year. 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 December 15<sup>th</sup> of each fiscal year; all receipts must include a printed date of sale by the retailer. New hires shall receive a prorated portion of the reimbursement amount based upon the remaining number of months in the fiscal year. For the year 2010, the fiscal year shall be considered to be from May 1 through December 31, 2010.

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 Chief of Police of such employment immediately by providing the Employer's name, address, phone number and a description of the job, including self-employment. Thereafter, this same information shall be updated by the Employee on January 1<sup>st</sup> and July 1<sup>st</sup> of each year. The City 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 arise from 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 under Article IV, Management Rights.

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.

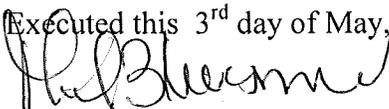
**ARTICLE XXV**

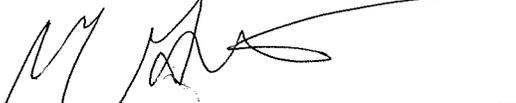
**TERMINATION**

Section 25.1. Termination in 2012.

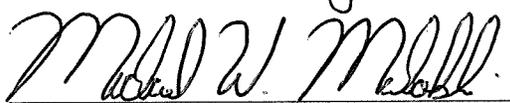
This Agreement shall be effective on May 1, 2010 and shall remain in full force and effect until 11:59 p.m. on the 31<sup>st</sup> day of December 2012. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior 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.

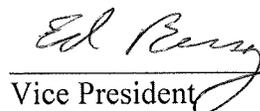
Executed this 3<sup>rd</sup> day of May, 2010.

  
\_\_\_\_\_  
For the City of West Chicago

  
\_\_\_\_\_  
For the City of West Chicago

  
\_\_\_\_\_  
For the Illinois F.O.P. Labor Council

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Vice President

  
\_\_\_\_\_  
Secretary

## 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.

Michael R. [Signature]  
Mayor  
City of West Chicago

1/5/2004  
Date

Michael W. [Signature]  
President  
FOP Lodge No. 85

01-12-04  
Date

**Side Letter Of Agreement**  
**Between**  
**The Illinois Fraternal Order of Police Labor Council**  
**And**  
**The City of West Chicago**

The parties agree to comply with the terms and agreements of the following provision for the purposes of Field Training Officers Compensation.

Compensation Plan II

FTO Time Off            1 hour per 8 hour training day. 4 hours bonus given at end of 4 week training step.

- FTO benefits would only go to active Field Training Officers as defined in GO 800-03 (Probationary Officer Training)

Michael R. Zito  
For the City of West Chicago            Date

M. W. M. M. 10-18-04  
For the FOP Labor Council            Date

Barbara Kraft 10-1-04  
For the FOP Labor Council            Date

**APPENDIX A  
Dues Authorization Form**

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

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

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

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

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

---

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

Illinois Fraternal Order of Police Labor Council  
Attn: Accounting  
974 Clock Tower Drive  
Springfield, Illinois 62704

(217) 698-9433

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

APPENDIX B

AS OF MAY 1, 2010

Cadena	H
Quarto	H
Makofski	H
Zurick	H
Rosenwinkel	H
Darлак	H
Potapczak	H
Calabrese	H
Smurawski	H
Berg	H
Landbo	H
Perry, R	H
Levato	H
Cargola	H
Langelan	H
Griffin	H
O'Neil	H
Gaztambide	G
Nielsen	G
Peterson	G
Potts	F
Moos	E
Sauseda	D
Herbert	D
Hernandez	D
Weinrank	D
Reyes	D
Perry, M	D
Stewart	D
Reavley	D
Alaniz	D
Kowalik	D
Winton	C
Cummings	C
Verzal	C
Fuller	A

**Side Letter of Agreement  
Between  
The Illinois Fraternal Order of Police Labor Council  
And  
The City of West Chicago**

This Side Letter of Agreement is agreed to by and between the City of West Chicago, and the Illinois Fraternal Order of Police Labor Council. This Side Letter of Agreement shall be attached to and made a part of the 2010-2012 Labor Agreement between the parties. The parties agree to the following:

**(1) Normal Workday and Pay Period.**

The normal work day for Employees shall consist of three shifts: one "day shift", working twelve (12) continuous hours from 6:00 A.M. to 6:00 P.M., one "night shift", working twelve (12) continuous hours from 6:00 P.M. to 6:00 A.M. and one "power shift" working ten (10) continuous hours from 2:00 P.M. to 12:00 A.M. These shifts will be considered separate and distinct from each other with their own manpower requirements. A normal pay period will be considered to be eighty (80) hours during a fourteen (14) day work period for those working ten (10) hour shifts. For those working twelve (12) hour shifts, the normal pay period shall be eighty-four (84) hours during the fourteen (14) day pay period.

Each Employee will be allowed to take a paid thirty (30) minute lunch break at a reasonable time each shift, subject to emergency work duties. If an Employee's lunch is interrupted by emergency work duties for more than fifteen (15) minutes but can be taken within a two (2) hour period before the end of their shift, the officer shall have the option of taking and/or completing that lunch. If the lunch cannot be taken within that period, the Employee shall not be compensated for missing it. During his lunch break, the Employee 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 Employee will not be required to perform routine duties such as patrol, response to routine telephone calls or other routine non-emergency calls while on their lunch break.

**(2) Changes in Normal Workweek and Workday.**

The shifts, workdays and hours to which employees are assigned shall be based upon a fifty-six (56) day departmental work schedule and shift rotation which may occur every fifty-six (56) days.

**(3) Overtime Pay.**

Employees working eight (8) hour shift or ten (10) hour shift shall be paid one and one-half (1 ½) times their regular straight time rate of pay for all hours worked beyond their regularly scheduled shift so long as they work forty (40) hours in a seven (7) day pay period.

Employees working a twelve (12) hour shift shall be compensated at the overtime rate of one and one-half (1½) times their regular straight time rate of pay for all hours worked beyond their regularly scheduled shift so long as they work eighty four (84) hours in a fourteen (14) day pay period. At the discretion of the City, the additional four (4) hours in excess of eighty (80) hours in the fourteen (14) day pay period shall be paid in straight time or straight compensatory time.

An Employee's hourly rate shall be calculated by dividing his annual salary by 2,080 hours.

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. That said, the City intends on starting May 9, 2010 with the following non-binding practice in conjunction with the changes in this Side Letter of Agreement:

Call outs and/or postings for manpower shall be offered by seniority in four (4) hour continuous blocks of time unless the overtime assignment cannot be fully divided into equal increments. If that is the case, then the overtime assignment shall be divided into as many four-hour blocks as possible, with the remaining number of hours placed in a separate block.

Overtime assignments due to a manpower shortage shall first be done on a voluntary basis by seniority. However, if the overtime assignment has not been completely filled after the Employer has exhausted the seniority list seeking volunteers, the least senior Employee working the shift preceding the overtime assignment shall be ordered to stay. Employees can be ordered to work until there is no longer a shortage, so long as they don't exceed sixteen (16) total working hours. If the shortage continues past an Employee's sixteen (16) maximum working hours, then the Employer shall continue to order Employees working the shift preceding the assignment, using reverse seniority, until the assignment is filled. In the event that no Employees working the shift preceding the assignment are available, a call out will be enacted by reverse seniority. The first Employee(s) contacted by reverse seniority and available for the vacancy shall be ordered to work the vacancy.

For purposes of ordering, School Resource, Crime Prevention, and Day Shift Traffic Officers will be considered part of the proposed Day Shift (6AM-6PM). Street Operations Unit and Power Shift Traffic Officers will be considered part of the proposed Power Shift (2PM-12AM).

For example, if there is an overtime assignment for the 6AM to 6PM shift, the Employer would begin the call out for volunteers with the most senior Employee. That Employee would be offered all or a portion of that 12-hour shift (6AM to 10AM, a 10AM to 2PM and/or a 2PM to 6PM). That Employee may take any or all of the blocks, work schedule allowing, or may refuse the overtime. If the Employee takes only a portion of the overtime assignment, the Employer would then call the next senior Employee on the list to attempt to fill the remaining blocks.; This procedure would be followed, and then ordering by reverse seniority as noted above, until the entire overtime assignment has been filled.

#### **(4) Scheduling.**

Except in an emergency, including an unintended shortage of manpower, or when circumstances change in such 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 eight (8) week work blocks. The Employer may refuse to grant individual days off on any shift because of manpower shortage.

**(5) Posting of Annual Schedule.**

The Employer shall post on or before February 1 a yearly schedule for shift bidding by the Employees. This schedule shall provide for two (2) twelve (12) hour shifts, one (1) ten (10) hour shift and an eight (8) hour shift. Employees will be expected to work at least eighty (80) hours every two (2) weeks on an eight (8) or ten (10) hour shift and eighty-four (84) hours on a twelve (12) hour shift. This schedule shall provide for shift bidding in eight (8) 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.

**(6) 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) Employee having six (6) or more years of experience shall be scheduled on each shift; that at least one (1) Employee with specialized breathalyzer training be assigned to the two (2) twelve (12) hour 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.

**(7) Changes if System Unworkable.**

Should the changes addressed in this Side Letter of Agreement be deemed unworkable based upon adverse changes in sick leave usage, signs of Employee fatigue, productivity, and overtime costs or if the administration of these changes becomes unduly burdensome, either party may revoke this scheduling system no sooner than one (1) year from the beginning date of May 9, 2010 up until the expiration date of the Labor Agreement on December 31, 2012; provided, however, that ninety (90) days' written notice is given that states a termination date, after which time the provisions of this Side Letter of Agreement will be null and void and all provisions in the current Labor Agreement will be in full force and effect. If this twelve (12) hour shift scheduling system has worked to the satisfaction of both parties, the provisions in this Side Letter of Agreement shall automatically replace any conflicting language and shall become incorporated into the successor Labor Agreement. Further, the Employer recognizes these changes to be of a monetary benefit to the Membership, and agrees to meet to discuss other forms of compensation. A failure to agree on the forms and amounts of compensation in lieu of the twelve (12) hour schedule shall not be subject to the grievance and arbitration procedure as defined in the Labor Agreement.

**(8) Holiday Pay and Work Requirements.**

Employees working their entire scheduled shift, regardless of shift length, on a holiday (listed in Section 10.1) shall receive an additional Twelve (12) hours of straight time pay. The additional twelve (12) hours may be placed into their compensatory bank in lieu of pay at the Employees option. Employees who do not work the holiday, or who only works part of a scheduled shift, shall receive eight (8) hours of straight time pay which they may choose to place in his compensatory bank in lieu of pay.

For example:

For Employees Working Entire Shift

Scheduled shift hours (straight time)	Holiday Pay Hours (Straight time)	Total Compensation (In straight time hours)
8 hours	12 hours	20 hours
10 hours	12 hours	22 hours
12 hours	12 hours	24 hours

For Non-Working Employees

Scheduled shift hours (straight time)	Holiday Pay Hours (Straight time)	Total Compensation (In straight time hours)
0 hours	8 hours	8 hours

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 for all scheduled shift hours not worked.

To be eligible for holiday pay when scheduled to work on the holiday, an Employee must work his regularly scheduled day before and after the holiday, in addition to the holiday, when scheduled as part of their normal 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.

**(9) 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. Employees whose shift length is more than eight (8) hours per day must bridge the difference by either reporting for work, or by using accrued compensatory leave. If an Employee does not have any accrued compensatory leave, he shall use other accrued leave (other than sick leave) to bridge the difference. If an Employee has no accrued leave to use, he must report to work.