
COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

VILLAGE OF CHICAGO RIDGE

AND THE

ILLINOIS FRATERNAL ORDER OF POLICE,

LABOR COUNCIL

Expiration Date: December 31, 2017

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PREAMBLE

This Agreement is entered into by the Village of Chicago Ridge, a body politic, by its duly constituted Village Board of Trustees, hereinafter referred to as the "Employer", and the Illinois Fraternal Order of Police, Labor Council, hereinafter referred to as the "Council".

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Union representing the employees in the bargaining units, and to make clear the basic terms upon which such relationship depends.

In consideration of mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representative and/or agents, do mutually covenant and agree as follows:

ARTICLE I: RECOGNITION

Section 1.1: Unit Description

The Employer hereby recognizes the Council as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on matters relating to wages, hours, and other terms and conditions of employment of all full-time employees in the bargaining unit as follows:

**Police Officers; and,
Sergeants.**

EXCLUDED from the above unit: All part-time employees, full-time employees in the following job classifications: Chief of Police, Deputy Chiefs, Commanders, auxiliary personnel, and all confidential and managerial employees as defined by the Illinois Public Labor Relations Act as amended, and all other employees of the Village of Chicago Ridge.

Section 1.2: Supervisors

Supervisors may continue to perform bargaining unit work which is incidental to their jobs. They may also perform bargaining unit work in emergency situations and where such work is necessary to train bargaining unit employees. Such work by supervisors shall not cause any layoffs or a reduction of the normal overtime hours worked by bargaining unit employees.

Section 1.3: Part-Time Employees

The Employer may utilize the services of part-time employees to perform bargaining unit work pursuant to 65 ILCS ~~5/3-6-5~~ 5/3.1-30-21 with the following conditions:

Use of part-time employees will not result in any layoffs of members of the Lodge. Use of part-time employees will not result in the reduction of the normal overtime hours worked by bargaining unit members and use of part-time employees will not be increased when a reasonable need exists to increase full-time manpower of the police force.

ARTICLE II: LABOR COUNCIL DUES DEDUCTION

Section 2.1: Dues Deduction

During the term of this Agreement, the Employer will deduct from each employee's paycheck, the appropriate Council dues for each employee in the bargaining unit who has filed with the Employer a written authorization form. (Attached hereto as Appendix A) The Employer shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council at the address designated by the Council.

The F.O.P. Labor Council may change the fixed uniform dollar amount once each year during the life of this Agreement by giving the Employer at least thirty (30) days notice of any change in the amount of the uniform dues to be deducted.

If the employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the F.O.P. Labor Council shall be responsible for the collection of said employee's dues. The F.O.P. Labor Council agrees to refund to the employees any amounts paid to the F.O.P. Labor Council in error on account of this dues deduction provision.

Section 2.2: Fair Share Deduction

During the term of this Agreement, employees who are not members of the F.O.P. Labor Council shall, commencing thirty (30) days after their employment or thirty (30) days after the effective date of this Agreement, whichever is later, pay a fair share fee to the F.O.P. Labor Council for collective bargaining and Labor Agreement administration services, rendered by the F.O.P. Labor Council. Such fair share fees shall be deducted by the Employer from the earnings of non-members and remitted to the F.O.P. Labor Council. The F.O.P. Labor Council shall periodically submit to the Employer a list of members covered by this Agreement who are not members of the F.O.P. Labor Council and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member only benefit.

Section 2.3: Appeal Procedure

The F.O.P. Labor Council agrees to assume full responsibility to insure full compliance with the constitutional requirements of fair share payors. Accordingly, the F.O.P. Labor Council agrees to do the following:

1. Give timely notice to fair share payors of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.
2. Advise fair share payors of an expeditious and impartial decision making process whereby fair share payors can object to the amount of the fair share fee.
3. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payors to the amount of the fair share fee.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the F.O.P. Labor Council with respect to fair share fee payors as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon a bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the F.O.P. Labor Council. If the affected non-member and the F.O.P. Labor Council are unable to reach an agreement on the organization, the organization shall be selected from an approved list of

charitable organizations established by the Illinois State Labor Relations Board and the payment will be made to said organization.

Section 2.4: Indemnification

The F.O.P. Labor Council agrees to indemnify and hold harmless the Employer, it's elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arises out of or by reason of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article, or in reliance on any written deduction authorization furnished under this Article.

ARTICLE III: LABOR COUNCIL RIGHTS

Section 3.1: Labor Council Activity During Working Hours

Employees shall, with permission of the Employer, after giving appropriate notice to their supervisor, be allowed reasonable time off with pay during working hours to attend grievance hearings, labor/management meetings, if established by this contract, or meetings called or agreed to by the Employer, if such employees are entitled or required to attend such meetings by virtue of being Council representatives, witnesses during grievance procedure hearings, or grievants, and if such attendance does not substantially interfere with the Employer's operations. Such meetings shall be held during worktime which does not unreasonably interfere with employment unless such scheduling cannot be accomplished. Such permission shall not be unreasonably denied.

Section 3.2: Access To Worksites By Council Representatives

The Employer agrees that a representative of the Council shall have reasonable access to the premises of the Employer upon prior notice to the Employer, so long as such does not unreasonably interfere with the Employer's operations.

Section 3.3: Bulletin Boards

The Employer shall make available space on bulletin boards for the posting of official Council notices of a non political, non inflammatory nature. The Council shall limit the posting of notices to such bulletin boards.

Section 3.4: Attendance At Labor Council Meeting

Subject to the need for orderly scheduling and emergencies, the Employer agrees that the elected officials of the Council shall be permitted reasonable time off, with loss of pay or to take accrued time off with pay (not sick leave) to attend general, board or special meetings of the Council, provided that at least 48 hours notice of such meetings shall be given in writing to the Employer, and provided further that the names of the officials and officers shall be certified in writing to the Employer and that such requested time off does not unreasonably interfere with the operational needs of the Employer. The Employer shall not unreasonably deny such time off.

Section 3.5: Delegates

Any employee(s) chosen as delegate(s) to a Fraternal Order of Police State or National Conference will, upon written application approved by the Council and submitted to the Employer with at least 14 days notice, be allowed available time-off options for the period of the time required to attend such Convention or Conference.

This period of time is not to exceed one (1) week per year. The Employer shall not unreasonably deny such time off.

ARTICLE IV: MANAGEMENT RIGHTS

Section 4.1: Management Rights

Subject to the provisions of this Agreement the management of the operations of the Employer, the determination of its policies, budget, and operations, the manner of exercise of its statutory functions and the direction of its work force, including, the right to hire, promote, demote, transfer, allocate, assign and direct employees; to establish the number and classification of positions; to discipline, suspend and discharge for just cause; to relieve employees from duty because of lack of work or for other legitimate reasons; to make and enforce reasonable rules of conduct and regulations; to determine the departments, divisions and sections and work to be performed by employees therein; to determine quality; to determine the number of hours of work and shifts per work week, if any; to establish and change work schedules and assignments, the right to introduce new methods, materials, equipment or facilities and to maintain efficiency in the department is vested exclusively in the Employer provided the exercise of such rights by management does not conflict with the provisions of this Agreement.

Section 4.2: Reservation

It is understood and agreed that any of the rights, powers, or authority of the Chicago Ridge Police and Fire Commission shall be maintained, provided that discipline shall be subject to the "grievance arbitration" procedures within Article VI (Dispute Resolution and Grievance Procedure) herein.

ARTICLE V: NO STRIKE

Section 5.1: No Strike Commitment

Neither the Council nor any employee will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage, slow down, or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer during the term of this Agreement.

Section 5.2: No Lockout

During the term of this Agreement, the Employer shall not instigate a lockout over a dispute with the Council.

Section 5.3: Resumption of Operations

In the event of action prohibited by Section 1 above, the Council shall immediately disavow such action and request the employees to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Council, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 5.4: Labor Council Liability

Upon the failure of the Council to comply with the provisions of Section 3 above, any agent or official of the Council who is an employee covered by this Agreement may be subject to the provisions of Section 5 below.

Section 5.5: Discipline of Strikers

Any employee who violates the provisions of Section 1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any employee who participates in action prohibited by Section 1 above shall be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, except that the issue of whether an employee in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

Section 5.6: Judicial Restraint

Nothing contained herein shall preclude either party from obtaining judicial restraint and damages in the event that either party violates this Article.

ARTICLE VI: DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Section 6.1: Definition of a Grievance

A grievance is defined as any meritorious dispute between the Employer and the Council or any employee regarding the application, meaning or interpretation of this Agreement. This grievance procedure is subject to and shall not conflict with any provisions of the Illinois Public Labor Relations Act.

Section 6.2: Dispute Resolution

In the interest of resolving disputes at the earliest possible time, it is agreed that any attempt to resolve a dispute shall be made between the employee and his immediate supervisor.

Not later than five (5) workdays after the event giving rise to the grievance, or five (5) workdays after the employee should have reasonably learned of the event giving rise to the grievance, whichever is later, the employee must discuss the grievance with his immediate supervisor. The immediate supervisor shall orally respond to the employee not later than five (5) workdays thereafter.

Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a grievance, the employee shall first complete his assigned work task, and grieve later.

Section 6.3: Representation

Grievances may be processed by the Council on behalf of an employee or on behalf of a group of employees. Either party may have the grievant or one grievant representing group grievants present at any step of the grievance procedure, and the employee is entitled to Union representation, if requested, at each and every step of the grievance procedure upon his request.

Grievances may be filed on behalf of two or more employees only if the same facts, issues and requested remedy apply to all employees in the group.

Section 6.4: Time Limitations

Grievances may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step. Time limits may be extended by mutual agreement.

Section 6.5: Grievance Processing

No employee or Council representative shall leave his work assignment to investigate, file or process grievances without first securing permission of his supervisor. In the event of a grievance, the employee shall always perform his assigned work task and grieve his complaint later, unless the employee reasonably believes that the assignment endangers his safety. Grievance shall not be investigated during working hours if they unreasonably interfere with the Employer's operations.

Section 6.6: Grievance Meetings

A maximum of two (2) employees (the grievant and/or Council Representative) per work shift shall be excused from work with pay to participate in a Step 1 grievance meeting. The employee(s) shall only be excused for the amount of time reasonably required to present the grievance. The employee(s) shall not be paid for any time during which a grievance meeting occurs outside of the employee's work shift. In the event of a grievance, the employee shall first perform his assigned work task and file his grievance later.

Section 6.7: Steps in Procedure

Disputes arising under this Agreement shall be resolved as follows:

Step 1. If no agreement is reached between the employee and the supervisor, as provided for in Section 2 Dispute Resolution, the Council shall prepare a written grievance on the form attached hereto as Appendix B and presented to the Chief of Police or his/her designee no later than ten (10) working days after the employee was notified of the decision by the supervisor. Within five (5) working days after the grievance has been submitted, the Chief of Police or his/her designee shall meet with the grievant and the Lodge Representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Chief of Police or his/her designee shall respond in writing to the grievant and Council Representative within fifteen (15) working days following the meeting. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances.

Step 2. If the dispute is not settled at Step 1, ONLY the Council may submit the matter to arbitration within ten (10) working days after the Chief of Police's written decision or the expiration of the fifteen (15) day period if the Chief of Police fails to render a written decision. Within ten (10) working days after the matter has been submitted to arbitration a representative of the Employer and the Council shall meet to select an arbitrator from a list of mutually agreed-to arbitrators. If the parties are unable to agree on an arbitrator within ten (10) working days after such meeting, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators.

Either party shall have the right to reject an entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the Employer representative and the Council. The Employer shall be the first to strike. The person whose name remains on the list shall be the arbitrator, provided that either party before striking any names shall have the right to reject one (1) of the arbitrators on the list.

The arbitrator shall be notified of his selection by a joint letter from the Employer and the Council. Such letter shall request the arbitrator to set a time and a place for the hearing subject to the availability of the Employer and Council representatives and shall be notified of the issue where mutually agreed by the parties. All hearings shall be held in the Village of Chicago Ridge, Illinois, unless otherwise agreed to.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator.

The Employer or Council shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses.

Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.

The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the parties. Costs of arbitration shall include the arbitrator's fees, room cost and transcription costs. Nothing in this Article shall preclude the parties from agreeing to use the expedited arbitration procedures.

The decision and award of the arbitrator shall be made within forty-five (45) days following the hearing and shall be **FINAL AND BINDING** on the Employer, the Council and the employee or employees involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement. The Arbitrator shall have the ability to hear more than one (1) grievance.

ARTICLE VII: HOURS OF WORK/OVERTIME

Section 7.1: Work Schedules

For employees covered by the terms of this Agreement, the normal regular work week shall consist of a consecutive seven (7) day period beginning with the first shift (11:00 pm to 7:00 am) Sunday night. The normal regular work day shall consist of eight (8) consecutive hours which will include a thirty (30) minute meal period, exclusive of emergencies.

The parties further agree to the terms and conditions of the Letter of Understanding, attached hereto and made an integral part of this Agreement, as Appendix A.

Section 7.2: Overtime

Employees shall be paid overtime at the rate of 1.5 times their regular hourly wage rate for all authorized/approved time worked, pursuant to the following:

any time actually worked in excess of forty (40) hours
within any single regularly scheduled work week.

For the purposes of calculating overtime, "hours worked" shall consist only of those hours actually worked by the employee (including vacation periods and compensatory time) and shall not include any form of paid leave of absence such as sick leaves or holidays wherein the employee does not work, and other paid leaves of absences.

The Chief of Police or his/her designee maintains the right to mandate overtime work and to assign such and employees covered by the terms of this Agreement shall not refuse to work such mandatory assignments.

Section 7.3: Compensatory Time In Lieu of Overtime Payments

Employees covered by the terms of this Agreement may, in lieu of payment for overtime hours actually worked as described within this Article, choose an alternative payment in Compensatory Time which may be accrued subject to the following provisions:

- (a) The maximum amount of Compensatory Time an employee may accrue at any period of time shall be eighty (80) hours.
- (b) Every effort shall be made to accommodate the individual employee's desire to take accrued Compensatory Time. However, the employee and the Chief of Police or his/her designee must agree on a time off schedule that will not impede the manpower needs of the Department.
- (c) Compensatory Time shall be paid at the rate of one and one-half (1 1/2) hour

for each hour actually worked for those overtime hours described in this Article.

Such Compensatory Time may be used upon sole and exclusive approval by the Chief of Police or his/her designee.

- (d) While every reasonable effort shall be made to use accrued Compensatory Time within the calendar year, a maximum twenty-four (24) hours Compensatory Hours may be carried over into the next year. The remainder (as of October 31st) shall be paid to the employee during the second (2nd) payroll period of each November.
- (e) Compensatory time off requests shall carry the same weight as vacation requests.

Section 7.4: No Pyramiding

Overtime compensation shall not be paid more than once for the same hours under any provision of this Agreement.

Section 7.5: Court Time

Employees covered by the terms of this Agreement who are required to testify in any court or hearing shall be paid a minimum of two (2) hours at a rate of one and one-half (1 1/2) times their regular salary based on actual time worked.

Section 7.6: Callback

Any employee called back for any reason shall be paid for a minimum of two (2) hours.

The Village agrees to a Call Back Policy wherein the first priority shall be given to full-time police officers on a seniority basis; then to part-time police officers, provided that the work for which they are being called back is work which only duly qualified police officers may perform, in accordance with Section 7.10 of this Agreement.

Section 7.7: Acting Supervisor

If the Chief of Police or his/her designee assigns or designates an employee covered by the terms of this Agreement to perform duties of a position, assignment, or rank higher than the officer's regular assignment, rank or position, than the employee shall receive the hourly rate of pay of the higher position, rank or assignment.

No employee shall suffer loss of pay as a result of the operation of this Section.

Section 7.8: Additional Compensation

Any employee covered by the terms of this Agreement who is presently in or transfers to the Traffic Officer, Investigation Division or Juvenile Division of the Department shall receive a monthly salary differential of \$200.00 ~~\$100.00~~ in addition to their regular rate of pay. Such additional compensation for assignments shall not be cumulative in that an officer issued multiple assignments shall be eligible only for one \$200.00 additional payment herein.

This assignment to the functions outlined in this Section shall continue to be at the sole discretion of the Chief of Police or his/her designee and it is expressly understood between the parties that the above differential pay shall cease to apply on the last day of the month in which an employee is transferred out of such assignment.

Section 7.9: Training Officer Compensation

Any employee covered by the terms of this Agreement who is assigned by the Chief of Police or his/her designee to instruct or conduct training classes to officers within the Department shall receive a monthly salary differential of ~~\$200.00~~ ~~\$100.00~~ in addition to their regular rate of pay.

This assignment to the functions outlined in this Section shall continue to be at the sole discretion of the Chief of Police or his/her designee and it is expressly understood between the parties that the above differential pay shall cease to apply on the last day of the month in which an employee is transferred out of such assignment.

Section 7.10: Full Eight (8) Hour and Partial Shift Vacancy Replacement

Whenever a full eight (8) hour shift vacancy is decided to be filled by the Chief of Police or his/her designee, the vacancy within said shift shall be filled with an appropriately qualified officer in accordance with the following procedure:

- (a) Should a shift vacancy arise more than seventy-two (72) hours prior to the start of the affected shift, overtime availability to fill the vacancy shall be posted in a conspicuous area in the station and awarded on a seniority basis forty-eight (48) hours prior to the start of said shift.
- (b) Should a shift vacancy arise more than eight (8) hours but less than seventy-two (72) hours prior to the start of the affected shift, the successive steps below shall be followed until the shift vacancy is filled:
 - (1) full-time officers on their regularly scheduled days off shall be offered the overtime on a seniority basis;
 - (2) the remaining full-time officers shall, by seniority, be offered the overtime;
 - (3) part time officers shall be offered the overtime;
 - (4) junior full-time officers working or scheduled to work the shift prior to the affected shift wherein the vacancy arises shall be ordered to work the overtime.
- (c) Should a shift vacancy arise during the shift immediately preceding the affected shift, full-time officers working at that time shall be offered the overtime before the above procedure (1 through 4) is followed.
- (d) Should the vacancy leave the affected shift without a designated supervisor (Corporal or Sergeant), the patrol Sergeants shall, by seniority, be offered the overtime prior to following the appropriate procedures outlined above.
- (e) Any provision to the contrary notwithstanding, the Employer shall first attempt to fill a "patrol" vacancy with a "patrol" officer, pursuant to the "patrol" officer seniority list, prior to assignment of a "sergeant" to fill such "patrol" officer vacancy.

Partial shift vacancies pursuant to this Section shall be filled upon the discretion and method determined by the Chief of Police and/or his designee at the time.

It is expressly understood by the parties that the decision whether or not to fill any vacancies within the Department shall be at the sole and exclusive discretion of the Chief of Police and/or his designee and governed by General Order's issued by the Chief of Police and/or his designee in accordance with the provisions stated herein.

Section 7.11: Schedule Change

Any employee covered by this Agreement shall be afforded the opportunity to change his/her work schedule by switching shifts with another officer. Said change shall be made with the mutual consent of both employees affected and shall not interfere with the working schedule of the Department. Any such change shall be subject to the approval of the Chief of Police or his/her designee and shall not be unreasonably denied nor result in any additional overtime.

Section 7.12: Canine Duty (K-9)

All employees serving as a "K-9" Handler shall receive a monthly salary differential of one hundred fifty dollars (\$150.00) in addition to their regular rate of pay.

This assignment to the function as outlined in this Section shall continue to be at the sole discretion of the Chief of Police or his/her designee and it is expressly understood between the parties that the above differential pay shall cease to apply on the last day of the month in which an employee is transferred out of such assignment.

Section 7.13: Restrictive Duty Assignment

The following "restrictive duty" policy for bargaining unit members is as follows:

An employee placed on restrictive light duty by a physician shall, so long as such restrictive light duty is available at the time, return to duty under the following guidelines:

- A. Said employee shall be placed on a temporary light duty schedule of assigned duties, working his or her regularly assigned duty shift;**
- B. Shall not be eligible to work any shift overtime assignments or be eligible for "swap" time during such restrictive light duty period; but may be eligible for overtime assignments that are commensurate with their skills, certifications, or position within the Department so long as assignments are within the employee's restrictions, upon the sole and exclusive discretion of the Chief or his/her designee;**
- C. Not be assigned duties detrimental to their temporary medical condition and shall not involve "make work" but shall consist of bona fide work assignment related to, or in support of, the Departments fire suppression, fire prevention and/or emergency response missions;**
- D. Restricted duty assignments will not create a new job classification and will incorporate or modify an existing position on a temporary basis;**
- E. Restrictive duty assignments shall be available to the employee for not more than twelve (12) consecutive months whereby after said twelve (12) consecutive months, the employee shall either be released for full duty assignment without restrictions or shall be subject to the provisions of the Illinois Public Employee Disability**

Act:

- F. If an employee is not issued restrictive duty assignment at the time of request, they shall be considered ineligible for restrictive duty during the duration of the illness at issue;
- G. Employees may make application for restrictive duty for "off duty" injury or illness;
- H. Nothing herein shall be construed to either expand or contract the provisions of the Illinois Public Employee Disability Act, provided however that if an employee was receiving benefits under said Act immediately prior to returning to work on a restricted duty assignment, the period of time that the employee works in a restricted duty assignment tolls the running of the twelve (12) month period of benefits under said Act;
- I. Said employee shall be assigned duties within their temporary light duty physician restrictions; and,
- J. Be paid their appropriate rate of pay for all hours worked within their regular duty shift assignment.

ARTICLE VIII: SENIORITY

Section 8.1: Definition of Seniority

As used herein, the term "seniority" shall refer to and be defined as the continuous length of service, within the Village of Chicago Ridge Police Department. For those employees accepting promotion to a non-bargaining unit command position within the Department, they shall continue to accrue and be credited for all time served outside of the bargaining unit. Upon their return to a bargaining unit position, all such time served outside the bargaining unit shall be recognized in determining their "seniority" under the provisions of this Agreement.

Section 8.2: Probation Period

An employee is a "probationary employee" for his first twelve (12) months of employment and may be extended an additional six (6) months by the Chief of Police or his/her designee, based upon reasonable cause. The Council shall be notified in writing as to the basis for such probationary period extension. No matter concerning the discipline, layoff or termination of, a probationary employee shall be subject to the grievance and arbitration procedures. A probationary employee shall have no seniority, except as otherwise provided in this Agreement, until he has completed his probationary period, wherein he will acquire seniority from his initial date of hire.

Section 8.3: Seniority List

The Employer and Council have agreed upon the initial seniority list setting forth the present seniority dates for all employees covered by this Agreement and same shall become effective on or after the date of execution of this Agreement. Such list shall finally resolve all questions of seniority affecting employees covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedures.

Section 8.4: Termination of Seniority

An employee's seniority shall be broken when he:

- (a) quits; or
- (b) is discharged for just cause; or
- (c) is laid off pursuant to the provisions of the applicable agreement; or
- (d) accepts gainful employment while on an approved leave of absence from the Police Department without prior approval; or
- (e) is absent for three consecutive scheduled work days without proper notification or authorization; or
- (f) fails to return to work at the conclusion of an approved leave of absence for a period of three (3) consecutive days.

Section 8.5: Seniority While On Leave

Employees shall not continue to accrue seniority credit for all time spent on authorized unpaid leave of absence in excess of thirty (30) days. Vacations, sick leave, holidays and other similar benefits will not be earned while on unpaid leave of absence.

ARTICLE IX: LAYOFF

Section 9.1: Layoff

Prior to laying off any permanent employee, all probationary, temporary, or part-time employees functioning within the Police Department shall be laid off or terminated, as the case may be.

In the event of a lay-off of sworn personnel, the Employer agrees not to hire civilian personnel to perform the duties that only a Peace Officer can perform. A Peace Officer shall be defined to mean any person who, by virtue of their office, is vested by law with a duty to maintain public order and make arrests for offenses.

In the event of a further lay-off, sworn personnel will be laid off in the reverse order of their seniority. Rehiring shall be in accordance with 65 ILCS 5/10-2.1-18.

ARTICLE X: HOLIDAYS

Section 10.1: Paid Holidays

Except in cases of emergency, all regular full-time employees covered by the terms of this Agreement shall have the following holidays:

- New Year's Eve
- New Year's Day
- Washington's Birthday
- Easter Sunday
- State Police Memorial Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day
- *Personal Days (one 8 hour day)

(*NOTE: The above Personal Day shall be approved by the Chief of Police.)

Section 10.2: Qualifying Work

In order to qualify for holiday pay, all employees shall work their last regularly scheduled work day before the holiday and their first regularly scheduled work day after the holiday unless excused. However, an employee calling in "sick" on their scheduled work day before or after a holiday, regardless if approved, shall render them ineligible for "holiday pay" pursuant to Section 10.3 below, unless they produce verification of illness.

Section 10.3: Holiday Pay

An employee working on a Holiday (not Personal Day) shall receive double time and half (2.5) of the regular rate of pay for all hours actually worked on such Holiday. Employee's not working on a Holiday shall receive eight (8) hours pay at their regular rate of pay.

ARTICLE XI: VACATIONS

Section 11.1: Vacation Leave

All regular full-time employees shall earn vacation time. Employees on leave of absence or layoff shall not accrue vacation time. Eligible employees shall earn vacation time in accordance with the following schedule and be eligible for the allotted vacation time when they are entering into and beginning the stated year of service:

<u>Years of Service</u>	<u>Vacation Days</u>
After completing one (1) year of service through the completion of four (4) years of service	ninety-six (96) hours
upon completing their fifth (5 th) year of service through the completion of nine (9) years of service	one hundred forty-four (144) hours
upon completing their tenth (10 th) year of service through completion of sixteen (16) years of service	one hundred ninety-two (192) hours
upon completion of their seventeenth (17 th) year of service and thereafter	one hundred ninety-two (192) hours PLUS an additional eight (8) hours for each year of service after 17 years up to a maximum of two hundred thirty-two (232) hours

Section 11.2: Time of Vacation

(a) An employee may accumulate ninety-six (96) vacation hours from one year to the next year, with no more than three hundred eighty-four (384) vacation hour's maximum accumulation. However, the employee

maintains the option to "buyback" not more than forty-eight (48) vacation hours from one year as opposed to having to use them, roll them over to the next year or forfeit them. Payment for such vacation "buyback" shall issue during the first payroll period in December. Seniority only governs the days for that year and vacation, and then only with the approval of the Chief of Police or his/her designee.

(b) Vacation time will be given to employees on a "first come first serve" basis by shift, as is past practice, with preference given to seniority. An employee may use one (1) week (~~forty-eight (48)~~ **(40)** hours) of their vacation, in ~~one (1) eight (8)~~ hour increments, with the approval of their immediate supervisor and the Chief of Police. These ~~one (1) eight (8)~~ hour increments will only be granted so long as the operational needs of the Police Department are not affected.

(c) Employees covered by the terms of this Agreement shall select their vacation time as follows:

Vacation selection will be made on a per shift basis with first Choice privilege granted to bargaining unit members based solely on seniority. First choice shall consist of one continuous vacation period regardless of length but limited to number of hours earned for the year selection is made. Any remaining hours earned in the current year shall then be scheduled by seniority and subject to no limitation except as outlined in this Article.

(d) There shall be no "pro-ration" of vacation time nor shall there be any advancement of such time. Vacation time must be earned prior to its use and shall be used in no less than eight (8) hour increments.

(e) No employee shall receive compensation for any accumulated unused vacation leave upon separation from the Department in excess of one hundred ninety-two (192) hours.

Section 11.3: Vacation Pay

All vacation leave will be paid for at the employee's appropriate rate of pay and on the basis of eight (8) hours per day.

ARTICLE XII: SICK LEAVE

Section 12.1: Allowance

Employees shall receive one (1) eight (8) hour paid sick day for each month of active service with no limitation on accumulation. However, no employee shall be eligible nor receive compensation for accumulated unused sick leave upon their separation from the Department.

Furthermore, officers shall be allowed to deduct not more than twenty-four (24) hours of sick leave to be used as "personal emergency leave", without qualification, on January 1st of each calendar year. If said "personal emergency leave" is not utilized by the end of the calendar year, it shall revert back to the officer's sick leave bank. Use of "personal emergency leave" shall be considered as "time worked" for purposes of calculating overtime eligibility.

Section 12.2: Optional Buyback

Employees shall be eligible to "cash-in" not more than forty-eight (48) hours sick leave, which shall be deducted from their total sick leave accrual bank for the fiscal year. Such option shall be available to the employee once each year, to be exercised during the second payroll period in November.

However, only for those employees who have volunteered and served in a volunteer capacity for certain programs provided for by the Department, for at least six (6) hours during the fiscal year, they shall be eligible for payment of up to an additional twenty-four (24) hours sick leave buyback in addition to the forty-eight (48)

hours provided for herein. Such volunteer work shall remain subject to the appropriate provisions of worker's compensation insurance coverage.

ARTICLE XIII: WAGES AND COMPENSATION

Section 13.1: Wages

The pay schedule for all employees covered by the terms of this Agreement, employed by the Employer on January 1, ~~2014~~ 2014, shall be the following, pursuant to the employee's appropriate job classification or rank, inclusive of any overtime payments already issued to the employees:

COMMENCING JANUARY 1, 2014 THROUGH DECEMBER 31, 2017

CLASSIFICATION/ RANK	Old Annual Rate	Jan. 1, 2014 (+2.0%)	Jan. 1, 2015 (+2.0%)	Jan. 1, 2016 (+2.0%)
PATROLMAN:				
0 mos. - 1 year	\$45,000.00	<u>\$45,900.00</u>	<u>\$46,818.00</u>	<u>\$47,754.36</u>
1 year - 2 years	\$50,000.00	<u>\$51,000.00</u>	<u>\$52,020.00</u>	<u>\$53,060.40</u>
*2 year - 3 years	\$65,637.80	<u>\$66,950.57</u>	<u>\$68,289.57</u>	<u>\$69,655.36</u>
3 year - 4 years	\$70,177.96	<u>\$71,581.52</u>	<u>\$73,013.15</u>	<u>\$74,473.41</u>
SERGEANT:	\$81,588.51	<u>\$83,220.28</u>	<u>\$84,884.68</u>	<u>\$86,582.38</u>

***NOTE:**

(a) There shall be designated a separate classification of probationary employees who shall be "CERTIFIED". Certified shall be certification through the Illinois Law Enforcement Training Board. Any probationary employee hired shall not be classified as a "certified" employee unless said employee has met the requirements set forth in the following definition of "certified probationary employee": A "certified probationary employee" is defined as a newly hired employee with at least twelve (12) months of uninterrupted service with one or more recognized Illinois Police agencies and has obtained certification through the Illinois Law Enforcement Training Board.

(b) Any contrary provision contained herein or within the rules and regulations of the Board of Fire and Police Commission notwithstanding, the Chief of Police maintains the authority to directly hire an officer as a "lateral transfer", who is "certified" under the provisions of this Section, without regard to the testing and other procedures for applicants/new hires under the Board of Fire and Police Commission.

(c) Furthermore, employees shall not be eligible for any temporary wage increase, prior to their retirement, in order to increase their pensionable wage base.

LONGEVITY PAY SCHEDULE

In addition to the above annual rate of pay, said employees shall receive the following longevity increments:

Years of Continuous Service

Longevity Pay Increment

after four (4) years	3% of present
after seven (7) years	2% of present
after ten (10) years	3% of present
after thirteen (13) years	2% of present
after sixteen (16) years	3% of present
after nineteen (19) years	2% of present

Section 13.2: Clothing Allowance

(1) The employer shall pay an initial clothing allowance to newly hired employees of \$800.00. Thereafter, the employer shall pay annually to all employees a clothing allowance of \$950.00.

(2) The employer shall pay the employee for all changes in the uniform currently worn by the employee. This payment will not be considered the annual clothing allowance.

(3) Any Officer being promoted shall receive an added \$100.00 as compensation for uniform change. This shall be paid on the day of promotion and for that promotion only.

Section 13.3: Residency Water/Sewer Reimbursement

Any bargaining unit employee domiciled within the Village of Chicago Ridge shall be eligible for a water/sewer cost reimbursement **not to exceed** \$450.00 annually. Said reimbursement shall be "per household" (not "per employee").

ARTICLE XIV: INSURANCE AND PENSION

Section 14.1: Health Insurance

The group health and hospital insurance policy currently in effect shall be maintained by the Employer during the term of this Agreement. However, the parties further agree to impact bargain upon appropriate notice with respects to any insurance cost increases experienced by the Employer.

The Employer agrees to provide such health and hospital insurance policy coverage to all employees covered by the terms of this Agreement and their dependents, paying one hundred percent (100%) of the employee's premium costs and to deduct from the employees monthly earnings the following amounts:

\$102.86 \$57.86 for employees electing single coverage;
\$161.60 \$146.60 for employees electing employee plus spouse coverage;
\$156.20 \$144.20 for employees electing employee plus children coverage;
\$214.94 \$169.94 for employees electing family coverage.

Furthermore, the parties agree herein to the following:

- (1) The Employer shall pay no more than five percent (5.0%) in annual health insurance premium increases for the duration of this Agreement.
- (2) For the health insurance policy period of Nov. 1, ~~2010~~ **2013** through Oct. 31, ~~2011~~ **2014**, the above employee premium contributions stated herein shall remain at said stated levels.
- (3) For the health insurance policy period of Nov. 1, ~~2011~~ **2014** through Oct. 31, ~~2012~~ **2015**, the above employee premium contributions stated herein shall increase by not more than ~~fifteen~~ **twenty** dollars (~~\$15.00~~ **\$20.00**) monthly.

- (4) For the health insurance policy period of Nov. 1, ~~2012~~ **2015** through Oct. 31, ~~2013~~ **2016**, the above employee premium contributions stated herein shall increase by not more than ~~fifteen~~ **twenty** dollars (~~\$15.00~~ **\$20.00**) monthly.
- (5) For the health insurance policy period of Nov. 1, ~~2012~~ **2016** through Oct. 31, ~~2013~~ **2017**, the above employee premium contributions stated herein shall increase by not more than ~~fifteen~~ **twenty** dollars (~~\$15.00~~ **\$20.00**) monthly and shall only increase if the Village realizes a premium increase for that premium year.
- (6) The Employer agrees to meet with an employee insurance advisory committee, composed of one (1) member of each bargaining unit, their Union representative if desired and the authorized representative of the Employer, ~~at least once every three (3) months as necessary prior to the end of the policy year but shall meet at least once annually.~~ at least once every three (3) months as necessary prior to the end of the policy year but shall meet at least once annually. The purpose of such meeting shall be to discuss insurance programs/options that will assist in cost containment. Such meetings shall be waived only by mutual written consent of the parties. The Employer will make all relevant information available and this committee will be empowered to research available hospitalization, dental, optical and other relevant plans provided by the Employer, comparing their costs and benefits. The advisory committee shall recommend to the Employer possible implementation of any such alternative plans and cost containment measures. The Employer shall have the final authority to approve/disapprove such recommendations by the advisory committee members.

Nothing in this Section shall preclude remaining departments (ie: public works; administration; police) from equal representation on such advisory committee so long as their departmental members do not exceed the number of bargaining unit(s) members represented on the advisory committee.

The group health and hospital insurance policy referred to in this Article is, as it pertains to the term of this Agreement, the present Blue Cross PPO Health Plan. The employees shall be given the opportunity of electing to be covered by an alternative HMO Health Plan at no cost to the employee for employee or dependent coverage. Participation in such HMO Health Plan shall be expressly at the option of the individual employee.

(1) For those employees hired by the Employer prior to April 13, 2009, the Employer is to continue to pay all life and hospitalization policy coverage costs for employees entering into retirement, under the following terms and conditions:

Retiring Employees: Said coverage shall be for a ten (10) year period immediately following date of retirement. (Those employees hired April 1, 1997 or thereafter shall be required to have worked for the Village for at least twenty (20) years and be at least fifty (50) years old in order to be eligible for benefits provided for herein.)

Upon retirement, the retired employee shall pay twenty-five percent (25%) of the monthly premium cost for the ten (10) year period. Thereafter, the retired employee shall be responsible for one hundred percent (100%) of the full premium cost in order to remain covered/eligible. Upon reaching medicare eligibility, the retired employee may elect to maintain said health insurance coverage as a secondary supplemental health insurance to their medicare coverage, at their full cost with no additional cost to the Employer.

Furthermore, only those employees hired by the Employer prior to April 13, 2009 may approve any changes to the benefit levels provided for herein with regard to health insurance coverage after retirement.

The Employer shall adhere to the statutory provisions regarding retired employees as provided for in the Illinois Insurance Code (215 ILCS 5/367g), as hereinafter amended or otherwise repealed. Furthermore, both the Union and the Employer realize the necessity of continuity in proper staffing. It is beneficial to both parties to facilitate the hiring, training, and/or promotion of a retiring employee's

replacement. Therefore, in order to be eligible for the abovementioned retirement insurance benefits, the retiring employee must notify the Chief of Police, in writing, of his/her intent to retire no later than ninety (90) days prior to his/her intended retirement date. The Chief of Police will make exceptions in the event of any unforeseen circumstances that make advance notice impossible. Such events include, but are not limited to: Death or catastrophic injury/illness to the employee's spouse or child; career ending injury/illness of the employee; or, advisement of the employee's physician to cease employment. Any denial of retirement insurance benefits is expressly subject to the Grievance Procedures contained herein.

- (2) **Duty-Related Disability:** The Employer shall adhere to Article XV, Sec. 15.6 (In Line of Duty Injury) under circumstances where the employee sustains a duty related injury/disability. After the first 12 mos. of such duty disability (date of initial injury causing such disability), under the terms of Art. XV, Sec. 15.6, the employee shall apply for disability pension benefits wherein they shall remain eligible for continued health insurance coverage, paying only for the premium increases experienced during such 18 mos. period through pension benefit payment deductions. After such 18 mos. period, or should the employee fail to apply for disability pension coverage, the employee shall no longer be eligible for continued health insurance coverage as provided for herein and shall be subject to the "Public Safety Employee Benefits Act" (820 ILCS 320/1 et.seq.) as hereinafter amended.

- (3) **Killed In Line of Duty:**

The Employer shall adhere to the "Public Safety Employees Benefit Act", as hereinafter amended (820 ILCS 320/et.seq.) in the event that the employee is killed in the line of duty or suffers a catastrophic injury.

Section 14.2: Life and Disability Insurance

The present term life insurance policy in the amount of twenty-five thousand dollars (\$25,000.00) and the combined disability insurance associated with such policy will be maintained during the term of this Agreement, with the Employer paying the entire cost of the employee's premium.

Section 14.3: Dental Coverage

Employees covered by this Agreement shall continue to receive the present dental insurance being provided by the Employer under the same terms and conditions as other Village employees, with the Employer paying premium costs thereto.

Section 14.4: Optical Coverage

Optical coverage shall be provided with the premium paid by the Employer.

Section 14.5: Independent Pension

For those employees not covered by the Illinois Downstate Pension Fund and presently maintaining a private pension/annuity program with the Employer, such program shall be maintained pursuant to past practice and procedure with said employees fully indemnifying and holding Employer harmless.

Section 14.6: Health Insurance "Opt Out" Reimbursement

Any employee (including employees whose spouse is also a Village employee), who does not want to be covered by the Village health insurance program may decline such coverage. Those declining such coverage shall be eligible to receive an annual lump sum payment equal to fifty percent (50%) of the savings realized by

the Village. They shall be eligible for said payment in November of each calendar year for said savings realized by the Village during the prior health insurance policy year.

For the purposes of this Section, the "Opt Out" period shall be defined as Nov. 1st through Oct. 31st of each calendar period.

Due to the fact that health insurance coverage is essential to the individual, no employee shall be allowed to "opt out" (decline health insurance coverage) unless they can provide adequate proof of alternative health insurance coverage under an alternative health insurance program AND that they execute a Waiver of Health Insurance form.

If an employee loses such alternative health insurance coverage during the "opt out" period, the employee shall be eligible to re-enroll into the Village's health insurance program in accordance with applicable rules/policy of the health insurance provider. The employee will also be required to refund to the Village that portion of any cash reimbursement issued by the Village, pro-rated according to the length of time the employee was not covered by alternative health insurance. This refund to the Village shall be paid to the Village in a lump sum amount at the time of their re-enrollment. An employee participating in the "Opt Out" program stated herein may also elect to re-enroll in the Village's health insurance program during any applicable open enrollment period provided by the Village's health insurance carrier.

ARTICLE XV: LEAVES OF ABSENCE

Section 15.1: Leaves Without Pay

Leaves of Absence without pay may be granted to any employee covered by the terms of this Agreement regardless of rank. The leave shall be from the position and rank that he holds at the time the leave is granted. Such leave may be granted whether the officer has or has not completed his probationary period. All leaves of absence, except for requested military and government service, shall be for one (1) year or less, with the privilege of requesting a new leave at the expiration of the first. Leaves of absence shall be granted by the Chief of Police and shall be discretionary. An officer on leave of absence who accepts a position other than that for which the leave is granted, without prior written approval of the Chief of Police, shall be deemed to have resigned. An officer who fails to return to his position following the granted leave or fails to request and be granted a new leave of absence on or before the expiration date of his first leave shall also be deemed to have resigned without prior notice thereof.

Section 15.2: Short-Term Military Leave

Any employee who is a member of any reserve component of the United States Armed Services, including the Illinois National Guard, and who is mobilized to active military duty on or after Aug. 1, 1990, as a result of an order of the President of the United States, shall for each pay period beginning on or after Aug. 1, 1990, continue to receive the same regular compensation he/she receives or was receiving as an employee at the time of their mobilization to active military duty, plus any health insurance or other benefits he/she is or was receiving or accruing at that time, minus the amount of his/her pay for military service, for the duration of his/her active military service. Furthermore, the provision contained herein is null and void and subject to renegotiation between the parties if twenty percent (20%) or more of the covered employees are mobilized. (50 ILCS 140/2: Protected Benefits)

Section 15.3: Jury Duty Leave

Employees covered herein called to jury duty will be granted a special leave of absence with pay and shall suffer no loss of seniority rights. Employees shall be paid the difference between salary for time lost and jury fees received (excluding travel fees and personal expenses), whenever the salary lost exceeds the sum of jury fees received for normally scheduled working days.

Jury duty pay allowances are subject to the following guidelines to aid in equitable administration for such allowance:

- (a) Employee summoned for jury duty should notify and submit the notice to his superior as soon as possible.
- (b) When the jury is not meeting, the employee will be required to report to work. Likewise, the employee may be required to report to work before and/or after the daily jury duty as time as circumstances warrant.
- (c) Upon completion of the tour of jury duty, the employee will obtain and submit to his/her supervisor documentation of the period of time so served and jury fees obtained.

Section 15.4: Bereavement Leave

In the event of death in an employee's immediate family, the employee shall be granted a leave of absence with pay (without loss of seniority rights) and benefits for a period of up to twenty-four (24) hours.

The immediate family is defined as follows:

Immediate Family - Three-day Leave

Mother	Father	Brother
Husband	Wife	Sister
Son	Daughter	Stepson
Father-in-Law	Mother-in-Law	Stepdaughter
Grandparent	<u>significant other (as defined by law)</u>	

In the event of the death of the following relatives, the employee shall be granted a leave of absence with pay (without loss of seniority rights) and benefits for a period of eight (8) hours:

Stepbrother	Stepsister	Grandchild
Son-in-Law	Daughter-in-Law	

Section 15.5: Maternity Leave

A leave of absence shall be granted for maternity upon request, and pursuant to the Federal "Family Medical Leave Act" of 1993. Such request shall be presented in writing to the officer's immediate supervisor, setting forth a date each leave is to begin, as soon as that date can be determined by the officer and the officer's physician. Upon receiving the physician's report, the Chief of Police or his/her designee, shall transfer the officer to a suitable position to eliminate possible injury to the fetus and officer. Return to work shall be within sixty (60) calendar days after delivery, as permitted by a signed medical release by the officer's physician.

Section 15.6: In Line Of Duty Injury

Employees covered by the terms and conditions of this Agreement, who sustains an injury in the line of duty, shall be covered by the provisions of the "Public Employee Disability Act" (5 ILCS 345/1 et.seq.), as hereinafter amended. During said disability leave, up to one (1) year in relation to such duty related injury, the employee shall continue to receive full pay and full accrual of benefits on the same basis as he/she was paid before the injury. Under such circumstances, the employee shall endorse any benefit payments received (workers compensation) over to the Village.

However, upon expiration of one (1) year from the duty related injury, the employee shall no longer be paid under such basis by the Village and shall no longer continue to accrue any form of economic benefits, nor be

eligible for same, under the terms and conditions of this Agreement. Any such benefits of record at the time shall remain for the employee's use.

Seniority shall not accrue during any form of leave of absence in excess of the above one (1) year period from a duty related injury. The employee shall not be exempt from layoffs by virtue of this Section.

Section 15.7: Educational Leave

Employees covered by the terms of this Agreement may be granted, upon prior written request and approval by the Chief of Police or his/her designee, a leave of absence without pay, not to exceed a period of one (1) calendar year. However, the employee shall not experience any loss in their regular rate of pay if directed to attend any school or seminar by the Employer when such occurs during their regularly scheduled work period.

Any officer covered by the terms of this Agreement, who enrolls in an accredited course of continued education that specifically relates to the field of law enforcement, shall have their tuition for such educational course(s) reimbursed in the following manner, when such is taken outside their regularly scheduled work period:

Grade of 75%, "C" or above or "Pass"

All above reimbursements shall be issued after satisfactory completion of the course(s) and shall be subject to the following maximum ("cap") payments:

Individual employee maximum payment of \$10,000.00 during their term of employment; and,
Individual employee annual maximum payment of \$3,500.00.

The Employer shall deduct and be entitled to reimbursement from any such employee, for any and all such costs paid to the employee, upon their resignation from employment, pursuant to the following schedule:

100% reimbursement if resigning within
three (3) years of completing such program and/or courses;
50% reimbursement if resigning within four (4) years;
25% reimbursement if resigning within five (5) years.

The Employer is authorized herein to withhold any amounts appropriate pursuant to this Section from the employee's final paycheck.

Section 15.8: Federal Family Medical Leave Act of 1993

The Employer shall adhere to and abide by the provisions of the Federal "Family Medical Leave Act" of 1993, as may be hereinafter amended.

Section 15.9: Emergency Leave

In the event of a medical emergency in an employee's immediate family, living in their household, as well as for their parents, grandparents not living within their household, the employee shall be granted, at the Employer's sole and exclusive discretion, leave with pay up to three (3) working days. The term "immediate family" shall be defined as that under Section 15.4 (bereavement leave) above. Said emergency leave with pay shall be provided on a calendar year basis, with the employee being eligible each calendar year for up to said amount.

ARTICLE XVI: GENERAL PROVISIONS

Section 16.1: Driver's License

Employees designated by the Employer may be required, as a condition to continued employment, to obtain and maintain an operating telephone and/or cell phone in their place of residence; and, to obtain and maintain a driver's license necessary and appropriate for employment related use. Any such employee so required to maintain such employment related license must immediately notify Employer of suspension or loss of such license. Failure to notify Employer pursuant to this Section may constitute grounds for discipline ~~by the Chicago Ridge Board of Police and Fire Commission.~~

Section 16.2: Work Rules

The Employer may adopt, change or modify reasonable work rules and regulations. Whenever the Employer changes work rules and regulations or issues new work rules and regulations, the Council representative shall be given five (5) working days prior notice, absent emergency circumstances, before the effective date of such and shall be afforded an opportunity to meet and discuss such changes with the Employer. Such changes shall automatically take effect without further notice upon expiration of the above five (5) working day period.

Section 16.3: Survivor Benefit

The Employer agrees to defray all reasonable funeral and reasonable burial expenses of any employee covered by this Agreement killed in the line of duty.

Section 16.4: Eye Glass Replacement

The Employer agrees to repair or replace as necessary an officer's eye glasses, contact lenses, and prescription sun glasses, if such was damaged or broken, if during the course of the employee's duties the employee is reasonably required to exert physical force or is attacked by another person in the performance of their assigned duties. Such incident shall be reported immediately to the officer's immediate supervisor.

Section 16.5: Inoculations

The Employer agrees to pay all expenses for inoculation or immunization shots for the employee when such becomes necessary as a result of said employee's exposure to contagious diseases where such officer has been exposed to said disease in the line of duty.

Section 16.6: Residency

- (a) Employees covered by the terms and conditions of this Agreement shall maintain their domicile and bona fide place of residence within the following specific boundaries during all periods of service with the Village of Chicago Ridge:

East:	state line
North:	Route 290 Route 88
West:	Route 88 Route 53
South:	Route 30

However, should any of the above boundaries intersect with any metropolitan suburban community, that entire community corporate boundaries shall be considered within the boundaries

prescribed herein, with the clear understanding that this does not apply to any intersection with the corporate boundaries of the City of Chicago, which is not considered as being within the boundaries prescribed herein.

- (b) If any person affected by this section fails to comply with its provisions, he or she shall be immediately discharged and their employment shall be terminated by the Chief of Police without regard to any action or deliberation by the Board of Fire and Police Commission or relevant rules and regulations thereto.
- (c) Any person affected by this section who shall move their bona fide residence outside the above specific boundaries while so employed by the Village shall submit their resignation forthwith or otherwise have their employment terminated pursuant to the provisions of this section.
- (d) All newly hired employees shall establish their domicile and bona fide residence within the above specific boundaries within six (6) months after their successful completion of their probationary period. Any such employee failing to do so shall submit their resignation forthwith or otherwise have their employment terminated pursuant to the provisions of this section. However, upon a showing of reasonable cause, the Chief of Police maintains the authority to extend such time period provided for herein up to an additional six (6) months. Action taken by the Chief of Police hereunder shall not be subject to the grievance procedures contained in this Agreement.
- (e) Any employee may be relieved of such residency requirements stated herein where the Village Board of Trustees, in its sole and exclusive discretion, determines that special circumstances exist that justify such waiver due to the nature of the prevailing circumstances. The Village Board of Trustees maintains the sole right to revoke such waiver if the circumstances change which negates the reasons for such initial waiver.

Section 16.7: Physical Fitness Standards

The parties further agree to the terms and conditions of the Letter of Understanding, attached hereto and made an integral part of this Agreement, as Appendix C.

ARTICLE XVII: EMPLOYEE DISCIPLINE

Section 17.1: Employee Discipline

The Chief of Police has the sole and exclusive authority over disciplinary actions up to and including discharge matters.

Section 17.2: Discipline and Discharge

The parties recognize the principles of progressive and corrective discipline. Discipline shall be imposed for just cause only (with the exception of probationary employees, who shall not be subject to the provisions contained within this Article and shall not have the ability to "grieve" disciplinary action. The level of discipline may be dependent upon the nature and severity of the alleged offense without regard to the progressive steps contained herein and shall be appropriate under the circumstances. Discipline shall be limited to:

oral reprimand
written reprimand
suspension
discharge

Any form of discipline shall be subject to the Grievance Procedures and pursuant to action taken solely by the Chief of Police. However, the parties fully recognize and agree that "oral reprimand" issued by the Employer shall not be subject to the grievance procedures.

The authority of the Chief of Police to suspend shall be limited to an aggregate of not more than thirty (30) working/duty days for each offense.

Any disciplinary action or measure imposed upon an employee shall be processed solely through the grievance procedures. In such matters of "discharge", the provisions of the Illinois Peace Officer's Bill of Rights (50 ILCS 725/1 et. seq.) shall apply.

Any disciplinary action imposed shall be conducted in a manner that will not embarrass the employee before other employees or before the public.

All discipline must be administered within forty-five calendar (45) days of the date of the alleged offense becoming known to the Employer or from when he/she reasonably should have known.

Section 17.3. Meeting Prior To Disciplinary Action

For discipline other than oral and written reprimands, the Employer shall notify the affected employee and then shall meet with the employee and Local Union representative (if so requested by the affected employee). The purpose of this meeting is to inform the employee of the reason for such contemplated discipline. While the employee maintains the right for Local Union representation at such meeting, it shall not be inordinately delayed. The employee and his/her representative shall be afforded ample opportunity to rebut and defend any reasons for the contemplated disciplinary action. If an employee does not desire Local Union representation, the representative shall be afforded an opportunity to be present at such meeting but shall not participate as the employee's representative.

Section 17.4. Investigatory Interviews

Where the Employer desires to conduct an investigatory interview of an employee, where the results of the interview might result in discipline, the Employer agrees to first inform the employee that the employee has a right to Local Union representation at such interview. If the employee desires such representation, no interview shall take place without the presence of a Local Union representative, so long as not inordinately delayed. The role of the representative is to assist the employee in clarifying pertinent facts and to offer the employee advice and counsel.

Section 17.5. Bill of Rights

If the inquiry, investigation or interrogation of an employee results in the recommendation of some disciplinary action other than oral or written reprimand, such as suspension or discharge, then, before taking such action, the Employer shall follow the appropriate procedures set forth in the "Illinois Uniform Peace Officer's Disciplinary Act" (50 ILCS 725/1 et. seq.) The law enforcement officer may be relieved of duty and shall receive all ordinary pay and benefits as he/she would have if he/she were not charged during any investigation and/or interrogation of the officer.

Section 17.6: Law Enforcement Responsibilities

The parties hereto recognize the inherent reasonable levels of acceptable professional conduct of employees within the Police Department as sworn peace officers responsible to the public, and shall not knowingly act in any way, which would be detrimental to the employer.

Section 17.7: Removal of Discipline

Any written disciplinary notice in an employee's personnel file shall be expunged from such file after three (3) years from the date of the last occurrence if there has been no recurrence of the type or kind of conduct giving rise to such disciplinary notice.

Section 17.8: Wages / Benefits During Investigation of Formal Charges

If any employee covered by this Agreement is charged by indictment or complaint to have violated any provisions of the Criminal Code of Illinois or any Statute of the United States, he/she shall be entitled to their wages and other economic benefits provided for in this Agreement until such time as formal charges are filed by the Employer, except in those charges of suspension pending termination in which case the officer may be suspended without pay pending hearing, but if the officer is not terminated, then he/she shall receive all monies and benefits due him/her. Discharge hearings shall be conducted within thirty (30) days of notice of suspension, unless otherwise agreed to by both parties.

Section 17.9: Employee Rights

No employee shall be required or requested to disclose any item of his property, income, assets, source of income, debts or personal or domestic expenditures (including those of any member of his family or household) unless such information is necessary in an internal investigation with respects to the performance of his/her official duties.

No photograph of an employee under investigation shall be made available by the Village to the media prior to a conviction of a criminal offense.

The Employer shall not compel an employee under investigation to speak of, testify before, or to be questioned by any civilian review board on any matter or issue under investigation.

ARTICLE XVIII: DRUG AND ALCOHOL TESTING

Section 18.1: Statement of Policy

It is the policy of the Village of Chicago Ridge that the public has the reasonable right to expect persons employed by the Village to be free from the effects of drugs and alcohol. The Village has the right to expect its employees to report to work fit and able for duty. The purposes of this policy shall be achieved in such manner as not to violate any established rights of the employees and the general public.

Section 18.2: Definitions

(a) **Restricted Period**: A "restricted period" means the following:

- (1) any time the employee is entitled to compensation from the Employer pursuant to a provision of this Agreement, other than non-work hours for which an employee is entitled to compensation;
- (2) any time the employee is present on the Employer premises, in vehicles owned and maintained by the Employer; or
- (3) any time the employee is operating a vehicle or equipment owned or leased by the Employer.

(b) **"Drug"**: A "drug" is any non-prescribed controlled substance to which the employee is not authorized to possess or consume by law.

(c) **Positive Test Result**: A "positive test result" means that a test performed: (i) on a blood specimen provided by the employee measured an ethyl alcohol concentration in such specimen of .02% or more; (ii) on a blood specimen provided by the employee measured an ethyl alcohol concentration in such specimen of less than .02%, if it can be determined from the test(s) performed on that specimen and in accordance with acceptable medical standards that the ethyl alcohol concentration was .02% or more during a restricted period; (iii) on a urine specimen provided by the employee detected any amount of a drug.

(d) **Reasonable Suspicion**: "Reasonable Suspicion" shall be defined as an articulable belief based on specific facts and reasonable inferences drawn from those facts that an employee is under the influence of drugs or alcohol, or is using, in possession of or selling drugs or alcohol. Circumstances which may constitute a basis for determining "reasonable suspicion" may include, but is not limited to:

- (1) a pattern of abnormal or erratic behavior; or
- (2) a work-related accident as a result of the officer's negligence resulting in excess of \$500.00 in damage and/or personal injury; or
- (3) direct observation of drug or alcohol use; or
- (4) presence of the physical symptoms of drug or alcohol use (i.e.: glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes).

Section 18.3: Prohibitions

Employees shall be prohibited from:

- (a) consuming or possessing drugs or alcohol (unless in accordance with duty requirements) at any time during a restricted period, including when in the employee's personal vehicle while engaged in the Employer's business;
- (b) illegally selling, purchasing or distributing any drug or alcohol during a restricted period, unless in accordance with duty requirements;
- (c) being under the influence of drugs or alcohol during a restricted period;
- (d) excessive use of legal drugs during a restricted period;
- (d) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Section 18.4: Testing Conditions

(a) The Employer shall have the right to require an employee to submit to drug or alcohol testing, pursuant to the terms of this Article, where "reasonable suspicion" exists that the employee is in violation of the above prohibitions stated in Section 18.3. At least two (2) supervisory personnel, one of whom may be a member of the bargaining unit represented by the Labor Council, must certify their "reasonable suspicion" concerning the affected employee prior to any order to submit to drug or alcohol testing authorized herein. The Employer shall provide the employee with a written notice of the order, setting forth all of the objective facts and reasonable inferences drawn from these facts which have formed the basis of the order to test. The employee shall be permitted to consult with a representative of the Labor Council and/or legal counsel at the time the order is issued. No officer shall be questioned without first being afforded the right to Labor Council representation and/or legal counsel. However, the employee shall complete the test requested by the Employer within one (1) hour of issuance of the order. Failure to consult with a representative of the Labor Council and/or legal counsel shall not serve to mitigate the result of said test. Refusal to submit to such

testing may subject the employee to discharge, but the employee's taking of such test shall not constitute a waiver of any objection or rights that the employee may have.

(b) Prior to release from the Field Training Program to duty status, a probationary employee may be required to supply blood or urine testing without the requirement of "reasonable suspicion".

(c) The Employer may require an employee to supply a blood or urine sample for testing prior to reinstatement to active status following any unpaid leave of absence in excess of thirty (30) days without the requirement of "reasonable suspicion".

(d) The Employer may require an employee to supply a blood or urine sample for testing as a condition of the promotional process or for initial employment with the Employer, without the requirement of "reasonable suspicion".

Section 18.5: Testing Procedures

In conducting the testing authorized by this Agreement, the Employer shall:

(a) Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the ~~National Institute of Drug Abuse (NIDA)~~ **Substance Abuse & Mental Health Services Administration (SAMHSA)**;

(b) Insure to the best of the Employer's knowledge and belief that the laboratory or facility selected conforms to all **NIDA SAMHA** standards;

(c) Establish a "chain of custody" procedure for both the sample collection and testing that will insure the integrity of the identity of each sample and test result (no employee covered by this Agreement shall be permitted at any time to become a part of such "chain of custody");

(d) Provide each employee tested with a copy of all information and reports received in connection with the testing and the results;

(e) Insure that no employee is the subject of any adverse employment action except emergency temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such emergency reassignment or relief from duty shall be immediately discontinued in the event of a negative test result reported to the Employer.

Furthermore, to the best of the Employer's knowledge and belief, the clinical laboratory or hospital facility conducting the tests shall be responsible for:

(a) Collecting a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside, reserved for later testing if requested by the employee.

(b) Collect samples in such a manner as to preserve the individual employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample, except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable belief that the employee has attempted to compromise the accuracy of the testing procedure.

(c) Confirm any sample that tests positive in the initial screening for drugs or alcohol by testing the second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.

(d) Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense, provided the employee notifies the Employer within seventy-two (72) hours of receiving the results of the tests.

(e) Be required to report to the Employer that the blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular "drug". The parties agree that should any information concerning such testing or the results thereof be obtained by the Employer inconsistent with the

understandings expressed herein (i.e.: billings for testing that reveal the nature or number of test administered), the Employer will not use such information in any manner or forum adverse to the employee's interests.

(f) With regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of .02 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive.

Section 18.6: Employee Right to Grieve

The Labor Council and/or the employee, with or without the Labor Council, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement.

Section 18.7. Discipline

(a) **Positive Test Results:** Where the employee tests positive on both the initial and confirmatory tests for drugs or alcohol, the employee shall be subject to discipline appropriate under the circumstances, pursuant to the provisions of this Agreement. However, when the employee is taking prescription medication in conformity with the lawful direction of the prescribing physician or a non-prescription medication in conformity with the manufacturer's specified dosage and the employee has notified the Employer of the use of the prescription or non-prescription medication before any laboratory test is performed on the requested urine and/or blood specimen, a positive test result consistent with the ingredients of such medication shall not constitute cause for discipline. (The Employer may require an employee to provide evidence that any prescription medication has been lawfully prescribed by a physician for the employee.)

(b) **Refusal To Provide A Blood or Urine Specimen:** An employee's refusal to provide a urine and/or blood specimen for laboratory testing, when requested by the Employer, shall constitute cause for discharge of the employee. An employee's physical inability to provide a urine specimen shall not be considered to be a refusal to provide a specimen. If an employee is physically unable to provide a urine specimen when requested by the Employer, the Employer may request a blood specimen for laboratory testing.

(c) **Tampering With or Substitution Of A Specimen:** Intentionally tampering with, causing another person to tamper with, substituting for, or causing another person to substitute for a urine and/or blood specimen, whether the employee's own specimen or another employee's specimen, shall constitute cause for discharge of the employee who engages in such activity.

(d) **Felony Conviction:** The conviction of an employee for any felony a legal element of which requires proof of the possession, sale, use or distribution of a drug shall constitute cause for discharge, whether or not such felony occurred during a restricted period.

Section 18.8: Voluntary Request For Assistance

The employee shall not be subject to disciplinary action when voluntarily seeking treatment, counseling or other support for drug or alcohol related problems. All such requests shall be confidential and any information received by the Village shall not be used in any manner adverse to the employee's and/or Village's interests. However, the Employer shall not be obligated to retain the employee on active status throughout the period of such rehabilitation if it is appropriately determined that the employee's current use of drug or alcohol prevents such employee from performing his/her duties or whose continuance on active status would constitute a direct threat to property or safety of others. Such employee shall be afforded the opportunity to use accumulated paid leave of absence periods or take an unpaid leave of absence, at the employee's option, pending completion of such rehabilitative treatment. The foregoing shall not limit the Employer from imposing appropriate disciplinary action if the employee subsequently fails to successfully complete such rehabilitative treatment.

ARTICLE XIX: LABOR/MANAGEMENT MEETINGS

Section 19.1: Labor Management Meetings

The Council and Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Council representatives and representatives of the Employer. Such meetings may be requested by either party by placing in writing, not less than seven (7) days in advance, and a request to the other for a "labor/management conference" stating the specific items to be discussed. Such meetings shall be limited to:

- (a) discussion on the implementation and general administration of the Agreement;
- (b) a sharing of general information of interest to the parties; and,
- (c) work safety.

Section 19.2: Purpose

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure and employees on duty at the time shall not experience a loss of pay for attending such meetings. 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.

ARTICLE XX: PERSONNEL FILES

Section 20.1: Personnel Files

An employee's personnel file shall be made available for inspection by the employee or a designated representative thereof upon written request by the employee. All requests for file inspection shall be governed by the Illinois Employee Access To Personnel Records Act, as amended, 820 ILCS 40/1. An employee involved in a pending grievance may designate in writing a Council representative to inspect his personnel file pursuant to the terms of the Act set forth above.

It is further agreed that any material not available for inspection, shall not be used in any manner or forum adverse to the employee's interests. Employees will be given a copy of any adverse material which will be placed in their file and will be allowed to provide a written rebuttal or explanation to such material which will become part of their personnel file.

Any files, including any materials contained therein, maintained by the Employer containing adverse material or information relating to an employee, except Board of Fire and Police Commission cases, or as may be ordered by a court in a pending case, shall be removed and destroyed three (3) years after the date of such incident or the date upon which the violation was discovered, whichever is longer, unless the investigation relates to a matter which has been subject to either civil or criminal court litigation prior to the expiration of the three (3) year period. In such instances, files normally will be removed and destroyed after the date of the final court adjudication, unless a pattern of sustained infractions exists. Any information of an adverse nature which may be contained in any unfounded or otherwise not sustained file, shall not be used against the officer in a future proceeding.

ARTICLE XXI: NON-DISCRIMINATION

Section 21.1: Equal Employment Opportunity

The Employer will continue to provide equal employment opportunity for all employees, and develop and apply equal employment practices.

Section 21.2: Non-Discrimination

The Employer shall not discriminate against employees, and employment related decisions will be based on qualifications and predicted performance in a given position without regard to race, color, sex, age, religion, disability, or national origin of the employee; nor activities on behalf of the Council or membership in the Council, or the exercise of constitutional rights. The Employer shall comply with all applicable laws. Employees shall not be assigned or re-assigned or have any of their duties changed for reasons prohibited by this section.

Section 21.3: Use of the Masculine Pronoun

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well. It is understood by the Employer and the Council that unless otherwise stated in an individual Article or Section all parts of the Agreement apply equally to employees covered herein by the terms of this Agreement. Such terms as officer, employee, etc. shall carry equal weight for the purpose of this Agreement and shall unless otherwise stated are understood to include all employees.

ARTICLE XXII: SECONDARY EMPLOYMENT

Section 22.1: Purpose

The purpose of this Article is to have notice of regular off-duty employment and to regulate, fairly assign and set forth guidelines to govern extra duty employment, of those jobs offered to Police employees due to their vested Police powers granted by the Village.

Section 22.2: Definitions

(a) EXTRA DUTY EMPLOYMENT: Any employment that is conditioned on the actual or implied use of law enforcement powers by the employee.

(b) REGULAR OFF DUTY EMPLOYMENT: Any employment that does not require the actual or implied use of law enforcement powers by the employee.

Section 22.3: Procedures

There are two (2) types of off duty employment in which an employee may engage in:

(a) REGULAR OFF DUTY EMPLOYMENT: Employees may engage in regular off duty employment that meets the following criteria:

(1) Employment is non-police in nature and police powers are not a condition of employment. Employment is not performed during assigned hours of duty with the Chicago Ridge Police Department.

(2) Employment that does not constitute a threat to the status or dignity of the Police Department or that presents no potential conflict of interest between the employee's position on the Police Department and their duties for the off duty employer. Examples of employment which do constitute a threat to the status or dignity of the Police Department are:

(a) Establishments which primarily sell pornographic magazines, pornographic video tapes or pornographic sexual devices, or that provide entertainment or services of a sexual nature.

(b) Employment in a business that primarily sells or dispenses alcoholic beverages within the corporate limits of the Village of Chicago Ridge.

(c) Employment that is illegal under the laws of the State of Illinois.

(b) EXTRA DUTY EMPLOYMENT: Members of the Police Department may engage in extra duty employment as follows:

(1) Where any person or concern employs Police Officers in uniform or plainclothes whose employment is conditioned on the use or implied use of their Police powers.

(2) Types of extra duty employment are:

(a) Traffic and pedestrian control safety.

(b) Crowd control.

(c) Security and protection of life and property.

Section 22.4: Off Duty Employment Eligibility

In order to be eligible for off-duty employment, the Police Department member must:

Not be on their probationary status with the Police Department
or not be on medical leave of Absence due to an on duty injury.

In order to be eligible for extra-duty employment, the Police Department member must be actively employed by the Police Department.

Section 22.5: Direction of Assignments Of Extra Duty Employment

- (a) Employers shall provide to the Police Department certification that the Police Department member is protected by workers compensation insurance while employed in their extra duty capacity.
- (b) Employers of Police Department members who are working extra duty employment shall indemnify and defend the Village of Chicago Ridge and the Police Department for all liability associated with claims resulting from such extra duty assignment by the employee.
- (c) Requests for Police Department members to work extra duty employment shall be directed to the Chief of Police for his approval and assigned to his designee for purposes of scheduling employees and supervising their performances. Such approval for extra duty assignments will not be unreasonably denied or withheld by the Chief of Police.
- (d) Such assignments to Police Department members of extra duty employment will be performed on a fair basis from the pool of employees approved for such extra duty assignments, and will be done on an employee voluntary sign-up basis.

ARTICLE XXIII: RESOLUTION OF IMPASSE

Section 23.1: Resolution of Impasse

If any case of a dispute between the Employer and the Council the collective bargaining process reaches an impasse with the result that said Employer and the Council are unable to effect a settlement, then the dispute or impasse shall be resolved according to the provisions of 5 ILCS 315/14.

ARTICLE XXIV: SAVINGS CLAUSE

Section 24.1: Savings Clause

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

ARTICLE XXV: COMPLETE AGREEMENT

Section 25.1: Complete Agreement

This Agreement constitutes the entire Agreement between the parties and no verbal statements shall supersede any of its provisions. Any amendments supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. The Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respects to: (1) any subject or matter not specifically referred to or covered in this Agreement; and, (2) subjects or matters that arose as a result of the parties' proposals during bargaining, but which were not agreed to.

ARTICLE XXVI: DURATION AND SIGNATURE

Section 26.1: Term of Agreement

This Agreement shall be effective upon its adoption and shall remain in full force and effect until **December 31, 2017 -2013**. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party to the other not more than one-hundred and twenty (120) days nor less than ninety (90) days prior to expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Furthermore, the parties agree that successor Labor Agreement collective bargaining negotiations shall commence no later than June 1, ~~2013~~ **2017**.

Section 26.2: Continuing Effect

Notwithstanding any provision of this Article of Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Impasse Procedure are continuing for a new Agreement or part thereof between the parties.

Section 26.3: Reopener

~~The parties agree herein to commence successor agreement negotiations no later than **September 1, 2013-2017.**~~

Section 26.4: Economic Reopener (2017)

Any other provision to the contrary notwithstanding, the following "economic" provisions of this Agreement shall be subject to "reopener negotiations" between the parties commencing no later than November 1, 2016: Article VII (Hours of Work and Overtime); Article X (Holidays); Article XI (Vacations); Article XII (Sick Leave); and, Article XIII (Wages). (NOTE: Pursuant to Art. XIV, Sec. 14.1, Health Insurance remains subject to "reopener negotiations" annually through the duration of this Agreement.)

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this
_____ day of _____, 2014:

FOR THE EMPLOYER

FOR THE COUNCIL

HON. CHARLES TOKAR, MAYOR

MR. KEITH TURNEY
ILLINOIS F.O.P., LABOR COUNCIL

HON. GEORGE SCHLEYER, VILLAGE CLERK
(seal)

ROB PYZNARSKI, CHIEF OF POLICE

**VILLAGE OF CHICAGO RIDGE
BOARD OF TRUSTEES
RESOLUTION NO. 2014-**

WHEREAS the Illinois Fraternal Order of Police Labor Council, on behalf of Lodge No. 12, as the exclusive bargaining representative for certain employees within the Police Department; and,

WHEREAS this Village Board has been and continues to be desirous of maintaining harmonious relations with its employees, regardless of their union representation or if they elect to continue to represent themselves in employment related matters; and,

WHEREAS the parties have conducted negotiations resulting in recommendation that a successor Labor Agreement be adopted by this Board subsequent to ratification by the Lodge membership, a copy of which is attached hereto and incorporated by reference hereof;

NOW, THEREFORE, BE IT RESOLVED BY THIS VILLAGE BOARD:

1. That said successor Labor Agreement be approved;
2. That the President and Village Clerk of the Village of Chicago Ridge be hereby authorized and directed to execute said successor Labor Agreement on behalf of the Village Board of Trustees; and,
3. That said successor Labor Agreement be appropriately filed with the Illinois State Labor Relations Board.

PRESENTED, PASSED, APPROVED AND RECORDED THIS ___ DAY OF _____, 2014:

HON. CHARLES TOKAR
VILLAGE PRESIDENT

ATTESTED TO BY:

HON. GEORGE SCHLEYER
VILLAGE CLERK

Ayes: _____
Nays: _____
Pass: _____
Absent: _____

APPENDIX A
LETTER OF UNDERSTANDING
REGARDING ARTICLE VII, SECTION 7.1 (WORK SCHEDULES)

1. The terms and conditions of this Letter of Understanding shall apply only to those officers assigned to a twelve (12) hour work shift and shall not apply to officers assigned to Detective and/or Traffic Car duties, as well as those continuing to be assigned an eight (8) hour work shift.
2. For those officers assigned to twelve (12) hour workday shifts, the following revisions to the Labor Agreement shall supercede any conflicting provisions thereto for the term of the Labor Agreement:
 - a. Art. VII, Sec. 7.1 (Work Schedules): Normal work day shall consist of twelve (12) consecutive hours;
 - b. Art. VII, Sec. 7.2 (Overtime): Employees shall be paid overtime at the rate of 1.5 times their regular hourly wage rate for all authorized/approved time worked, pursuant to the following:

any time actually worked in excess of eighty (80) hours within any single two (2) week pay period or in excess of regularly scheduled hours in a single work day.
 - c. Full Twelve (12) Hour and Partial Shift Vacancy. Any other provision to the contrary notwithstanding, whenever a full twelve (12) hour shift vacancy is decided to be filled by the Chief of Police or his/her designee, the following procedure will be followed pursuant to seniority:
 1. Full shift vacancies created more than 72 hours prior to the affected shift shall be posted and assigned on a seniority basis (or rank where applicable) 48 hours prior to the start of said shift.
 2. Full shift vacancies created 72 hours or less prior to the affected shift shall be assigned as follows:
 - a. full time officers on their regularly scheduled day off by seniority;
 - b. remaining full time officers by seniority;
 - c. full time detectives and juvenile officers by seniority;
 - d. in the event one (1) officer cannot fill the entire shift, the vacancy may be divided by seniority;
 - e. qualified part time officers.
 3. Whenever a partial twelve (12) hour shift vacancy is decided to be filled by the Chief of Police and/or his designee, the following procedure will be followed:
 - a. vacancy created more than 72 hours prior to the start of the shift is to be posted and assigned on a seniority basis (or rank where applicable) 48 hours prior to the start of the shift.
 - b. vacancy created 72 hours or less prior to the affected shift shall be assigned as follows:

1. eligible full time officers working prior and adjacent to the vacancy by seniority;
2. eligible full time officers working after and adjacent to the vacancy by seniority;
3. full time officers on their regularly scheduled day off by seniority;
4. remaining full time officers by seniority;
5. full time detectives and juvenile officers by seniority;
6. qualified part time officers.

It is expressly understood by the parties that the decision whether or not to fill any vacancies within the Department shall be at the sole and exclusive discretion of the Chief of Police and/or his designee and governed by General Order's issued by the Chief of Police and/or his designee in accordance with the provisions stated herein.

- d. Art. X, Sec. 10.3 (Holiday Pay): Provisions contained therein shall remain unchanged and employees not working during a "holiday" period, as defined, shall receive eight (8) hours pay at their regular rate of pay. Those employees working on a "holiday", as defined, shall receive double time and half (2.5) for all hours actually worked on the "holiday".
 - e. Art. XI, Sec. 11.2(d) (Time of Vacation): Vacations may be used in less than full shift increments subject to the approval of the Chief of Police or his/her designee.
 - f. Art. XI, Sec. 11.3 (Vacation Pay): All vacation leave will be paid for at the employee's appropriate rate of pay, without any restriction to increment use limitations.
 - g. Art. XII, Sec. 12.1 (Allowance) and Sec. 12.2 (Optional Buyback): Sick leave "days" shall continue to be based on an eight (8) hour basis and not twelve (12).
 - h. Art. XVII (Employee Bill of Rights): Discipline shall continue to be based on an eight (8) hour basis for a "day".
3. "Holidays" shall be from 0500 hours on the day of the "holiday" through 0459 hours of the following day. (ie: March 30th, Easter - 0500 hrs. until March 31st, 0459 hrs.)
 4. While vacation, sick, personal days and other benefits under the Agreement shall be computed into "hours" as opposed to "days", computation therein shall remain based on eight (8) hours and not twelve (12) hours. Therefore, all benefit accrual under the Labor Agreement shall continue to be based on an eight (8) hour "day", even though the officer is working a twelve (12) hour work day shift.
 5. Officers covered by the terms herein, assigned to a twelve (12) hour work day shift, may not work more than sixteen (16) consecutive hours in patrol nor more than sixteen (16) total hours in a twenty-four (24) hour period in patrol.
 6. Either party reserves the right to serve the other party their intent to terminate the terms and conditions of this Letter of Understanding. Upon receipt of such notice of intent to terminate, the terms and conditions of this Letter of Understanding shall become null and void no longer than three (3) months thereafter, wherein all provisions of the Labor Agreement shall immediately resume in full force and

effect.