

VILLAGE OF ITASCA

RESOLUTION No. 504-10

A RESOLUTION AUTHORIZING THE AN AGREEMENT BETWEEN THE VILLAGE OF ITASCA AND ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL, FOP, ITASCA BARGAINING UNIT NO. 53-1(SERGEANTS)

**WHEREAS**, pursuant to the Illinois Municipal Code, 65 ILCS 5/11-76-1 et seq., the Village of Itasca is authorized to enter into collective bargaining agreements;

**WHEREAS**, the Board of Trustees deems it to be in the best interests of the Village to enter into a collective bargaining agreement with Illinois Fraternal Order of Police Labor Council, Itasca Bargaining Unit No. 53-1 (sergeants).

**NOW, THEREFORE**, be it resolved by the Board of Trustees of the Village of Itasca as follows:

**Section One:** The President and the Village Clerk of the Village of Itasca are hereby authorized to execute an Agreement substantially in the form of the Agreement attached hereto as Exhibit A and made a part hereof.

**Section Two:** This Resolution shall be in full force and effect upon its passage and approval as required by law.

**Section Three:** This Resolution supersedes any resolutions or motions, or parts of resolutions or motions, in conflict with any part herein, and any such resolutions or motions, or parts thereof, are hereby repealed to the extent of any conflict.

**Section Four:** If any section, paragraph or provision of this Resolution shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect any of the remaining provisions of this Resolution.

ADOPTED this 20th day of April, 2010 the following roll call vote:

AYES: Trustee Latoria, Trustee Santorsola, Trustee Hower, Trustee Leahy,  
Trustee Aiani and Trustee Madaras

NAYS: None

ABSENT: None

Approved this 20th day of April, 2010.

  
\_\_\_\_\_  
Village President, Jeffery J. Pruyn

ATTEST:

  
\_\_\_\_\_  
Village Clerk, Melody J. Craven

VILLAGE OF ITASCA        )  
                                      )  
COUNTY OF DuPAGE        )        SS

**CLERK'S CERTIFICATE**

I, Melody Craven, the duly qualified and elected Village Clerk of the Village of Itasca, DuPage County, Illinois, do hereby certify that attached hereto is a true and correct copy of a Resolution entitled:

**RESOLUTION No. 504-10**

**A RESOLUTION AUTHORIZING THE AN AGREEMENT BETWEEN THE VILLAGE OF ITASCA AND ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL, FOP, ITASCA BARGAINING UNIT NO. 53-1(SERGEANTS)**

which Resolution was duly adopted by said Board of Trustees at a meeting held on the 20<sup>th</sup> day of April, 2010 and approved by the Village President on the 20<sup>th</sup> day of April, 2010.

I do further certify that a quorum of said Board of Trustees was present at said meeting, and that the Board complied with all the requirements of the Illinois Open Meetings Act.

I do further certify that the Resolution of which the attached is a true and correct copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

DATED at the Village of Itasca, Illinois, this 28<sup>th</sup> day of April, 2010.

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

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Between the Village of Itasca and the  
Illinois Fraternal Order of Police Labor  
Council, FOP, Itasca Bargaining Unit  
No. 53-1

Sergeants

Effective Through April 30, 2012

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## PREAMBLE

This Agreement entered into by the Village of Itasca, Illinois (hereinafter referred to as the "Village" or the "Employer"), and the Illinois Fraternal Order of Police Labor Council, FOP, and Itasca Bargaining Unit No. 53-1 (hereinafter referred to as the "Council" or "Union"), has as its basic purpose the promotion of harmonious relations between the Employer and the Council; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of an agreement covering rates of pay, hours of work and conditions of employment applicable to bargaining unit employees. In consideration of the mutual promises, covenants and Agreement contained herein, the parties hereto, by their duly authorized representatives and/or agents, do mutually covenant and agree as follows:

## ARTICLE I RECOGNITION

### Section 1.1 Recognition

Pursuant to the certification of the Illinois State Labor Relations Board in Case No. S-RC-07-085, the Village recognizes the Council as the sole and exclusive collective bargaining representative for all full-time sworn officers in the rank of Sergeant employed by the Village, but excluding all other employees employed by the Village.

### Section 1.2 Probationary Period

There shall be no probationary period for employees covered by this Agreement.

### Section 1.3 Fair Representations

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

### Section 1.4 Union Stewards

For purposes of this Agreement, the term "Union Stewards" shall refer to the employees designated by the bargaining unit as stewards. The Village shall be provided with a current list of addresses and home phone numbers of all union stewards and shall be notified, in writing, of any change in any union steward's address or phone number within 5 work days of such change.

### Section 1.5 Gender

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

## **ARTICLE II NON-DISCRIMINATION**

The Village and Council agree not to discriminate in the administration of this Agreement against any employee on the basis of race, color, creed, sex, age, national origin, disability or Council membership or Council activity within the requirements and limitations of federal and state statutes. Complaints under this Article shall not be subject to the grievance procedure of this Agreement, but shall be processed through appropriate State or Federal agencies or the appropriate Judicial or administrative forum.

## **ARTICLE III UNION SECURITY AND RIGHTS**

### **Section 3.1 Dues Check off**

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

During the term of this Agreement, or any extension thereof, the Employer will deduct fifty percent (50%) of the appropriate Council dues from each of the employee's bi-weekly paychecks, for each employee who has filed with the Employer a written authorization form (see 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. If a conflict exists between the check off form and this Article, the terms of this Article and Agreement control.

Dues, together with a list of employees' names and addresses for whom deductions have been made, shall be remitted to the Illinois F.O.P. Labor Council, 974 Clock Tower Drive, Springfield, Illinois 62704, by the 15th day of the month following deduction. A Council member desiring to revoke the dues check off may do so by providing thirty (30) days written notice to the Employer and the Council at any time during this Agreement. The Council may change the fixed uniform dollar amount which will be considered the regular monthly fees once each year during the life of this Agreement. The Council will give the Village thirty (30) days notice of any such change in the amount of uniform dues to be deducted.

### **Section 3.2 Fair Share Objection Procedure**

During the term of this Agreement, bargaining unit employees who are not members of the 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 Council for collective bargaining and contract administration services rendered by the Council as the exclusive representative of the employees covered by this Agreement, provided that fair share fee shall not exceed the dues charged to a member of the Council and shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit.. The Council shall periodically submit to the Village a list of the members covered by this

Agreement who are not members of the Council and an affidavit which specifies the amount of the fair share fee. The Council agrees to assume complete responsibility for ensuring full compliance with the requirements laid down by the United States Supreme Court in Chicago Teachers Union v. Hudson. 106 U.S. 1066 (1986), with respect to the constitutional rights of Fair Share fee payors and to the requirements of the various federal court, state court, and administrative decisions relating to Fair Share fees. Accordingly, the Council agrees to do the following:

1. Give timely notice to Fair Share fee 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 fee payors of an expeditious and impartial decision-making process whereby Fair Share fee payors can object to the amount of the Fair Share fee. The procedure established by the Illinois Labor Relations Board is hereby declared to be the procedure for resolution of Fair Share fee objections. To the extent possible, objections shall be consolidated for the purposes of hearing.

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 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 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 Council.

If the affected non-member and the Council are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois Labor Relations Board and the payment shall be made to said organization.

### **Section 3.3 Labor Council Indemnifications**

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

### **Section 3.4 Use of Bulletin Board**

The Village will make available space for a bulletin board in the Sergeants' office for the posting of official Council notices of a non-political, non-inflammatory nature. The Council will limit the posting of Council notices to such

bulletin board. A designated Union representative will sign and date all material before it is posted on the bulletin board.

## **ARTICLE IV LABOR-MANAGEMENT CONFERENCES**

### **Section 4.1 Meeting Request**

The Council and the Employer agree that in the interest of efficient management and harmonious employee relations, meetings shall be held between the Union Stewards listed in Article I and responsible administrative representatives of the Employer. Such meetings may be requested by either party at least seven (7) days in advance upon written notification. Such meetings and location, once mutually agreed upon, shall not be canceled except in an emergency, and shall be limited to:

- (a) discussion of the implementation and general administration of this Agreement;
- (b) a sharing of general information of interest to the parties;
- (c) notifying the Union of changes in conditions of employment contemplated directly or indirectly.

### **Section 4.2 Content**

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

### **Section 4.3 Attendance**

Attendance at labor-management meetings shall be voluntary on the Union Representative's part, and attendance during such meetings shall not be considered time worked for compensation purposes, except that if the parties agree to schedule a meeting during an employee's regular straight-time shift, the Union Representatives shall be compensated for time lost from the normal straight-time workday.

## **ARTICLE V MANAGEMENT RIGHTS**

Except as specifically limited by the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine all the operations and services of the Village; to supervise and direct the working

forces; to determine which Village police work will be performed by employees covered by this Agreement; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; to establish, implement and maintain an effective internal control program; to determine the overall budget; and to carry out the mission of the Village provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

## **ARTICLE VI SUBCONTRACTING**

It is the general policy of the Village to continue to utilize its employees to perform work they are qualified to perform. However, the Village reserves the right to contract out any work it deems necessary in the exercise of its best judgment, provided such subcontracting will not cause the layoff or reduction of force of any bargaining unit employee. If subcontracting out any work is deemed necessary by the Village, at least fifteen (15) calendar days notification will be provided to the Council, except in an emergency. The Village agrees to consult the Council, upon request, and afford the Council an opportunity to propose alternatives to the subcontracting, though such consultation shall not be used to delay the subcontracting.

## **ARTICLE VII GRIEVANCE PROCEDURE**

### **Section 7.1 Definition**

A "grievance" is defined as a dispute or difference of opinion raised by an employee or the Council against the Village involving an alleged violation of an express provision of this Agreement, except that any dispute or difference of opinion concerning a matter or issue subject to the jurisdiction of the Police and Fire Commission shall not be considered a grievance under this Agreement.

### **Section 7.2 Grievance Procedure**

Recognizing that grievances should be raised and settled promptly, a grievance must be raised within seven (7) calendar days of the occurrence of the event giving rise to the grievance or within seven (7) calendar days after the employee has received official notification of the event giving rise to the grievance. A grievance shall be processed as follows:

- STEP 1: Written to Immediate Supervisor. An employee with a grievance shall timely submit the grievance in writing to his immediate supervisor (Deputy Chief) on a form approved by the Village. (See Appendix B hereto). The grievance shall be signed by the employee and must specify the provisions of this Agreement allegedly violated, facts stating the nature of the dispute, and the requested remedy. The immediate supervisor may meet with the employee accompanied by a Council Representative if the employee so desires, to discuss and attempt to resolve the grievance. The immediate supervisor will answer the grievance within seven (7) calendar days of the discussion, or if no meeting is held within seven (7) calendar days of receipt of the written grievance.
- STEP 2: Appeal to Chief. If the grievance is not settled in Step 1, the Council may, within seven (7) calendar days following receipt of the immediate supervisor's answer, file a written appeal with the Chief of Police (or designee) signed by the employee and one Council Representative. The grievant, the Council Representatives (not to exceed three [3] officers), an outside representative from the Fraternal Order of Police Labor Council, if the Council deems appropriate, and the Chief (or designee) will discuss the grievance at a mutually agreeable time. The Chief (or designee) may have present other persons whom the Chief (or designee) determines appropriate. The Chief (or designee) will give his answer in writing within seven (7) calendar days of the discussion.
- STEP 3: Request for Review by Mayor. If the answer of the Chief is not acceptable, the Council may, within fourteen (14) days, submit a written explanation of its position to the Mayor. If the Mayor declines to review the grievance (e.g. because the mayor does not choose to become involved in a department matter), the Mayor shall not answer, and the Council may appeal to arbitration. If the Mayor elects to become involved, the Mayor shall submit a written answer within fourteen (14) calendar days. If the Mayor so elects, the Mayor and/or the Mayor's designee(s) may meet with the Council Representatives (or a majority thereof) accompanied by the outside Council representative, if appropriate, prior to submitting an answer.

### **Section 7.3 Arbitration**

If the grievance is not settled in Step 3 and the Council wishes to appeal the grievance, the Council may refer the grievance to arbitration within thirty (30)

calendar days of receipt of the Mayor's written answer, or if the Mayor elects not to answer within 30 days, after the 14-day period for the Mayor to consider submitting an answer.

- (a) The parties shall attempt to agree upon an arbitrator after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. A coin toss will determine which of the parties may first strike an Arbitrator's name from the list. The parties thereafter, alternate until one name remains. The person remaining shall be the arbitrator.
- (b) The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of Council and Village representatives.
- (c) The Village and the Council shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Council retain the right to employ legal counsel.
- (d) The arbitrator shall submit his decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (e) More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
- (f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and the Council provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

#### **Section 7.4 Limitations on Authority of Arbitrator**

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation and misapplication of the specific provisions of this Agreement. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section

shall be final and binding upon the Village, the Council and the employees covered by this Agreement.

**Section 7.5 Time Limit for Filing**

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

**ARTICLE VIII NO STRIKE-NO LOCKOUT**

**Section 8.1 No Strike**

Neither the Council nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies of work to the rule situation, threat of mass resignations, mass absenteeism, picketing (for or against the Village) at any time in the uniform of the Village, or other intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. Each employee who holds the position of steward of the Council occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article the Council agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

**Section 8.2 No Lockout**

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

**Section 8.3 Judicial Restraint**

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

**Section 8.4 Penalty**

The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of this Article is whether or not the employee actually engaged in such prohibited conduct. The failure to confer

a penalty in any instance is not a waiver of such right in any other instance, nor is it a precedent.

## **ARTICLE IX HOURS OF WORK AND OVERTIME**

### **Section 9.1 Application of Article**

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

### **Section 9.2 Normal Workweek and Workday**

The normal workweek shall average forty (40) hours per week, but in some weeks employees shall work more than 40 hours and some weeks less than 40 hours. The normal workday shall be considered to be eight (8) hours, for payroll purposes and shall include a guaranteed paid thirty (30) minute lunch period each day. Each employee shall be required to report fifteen (15) minutes prior to the start of their shift for a paid briefing and assignment. The shifts, workdays and hours to which employees are assigned shall be stated on a departmental work schedule, which shall be posted fourteen (14) days in advance. Should it be necessary in the interest of efficient operations to establish different shift starting or ending times or schedules, the Village shall give notice thirty (30) days in advance of such change to the individuals affected.

Twice each year, representatives from the union and the Chief of Police, or his designee, shall meet to discuss shift selections, workdays and hours to which employees are assigned. The purpose of this meeting shall be to solicit input from bargaining unit members, however, such discussions shall be advisory in nature. Management's right to schedule and assign work, shifts, workdays, and hours shall be limited only by the specific and express provisions of this Agreement.

### **Section 9.3 Overtime Pay**

Employees shall be required to be paid one and one-half (1-1/2) times their regular rate of pay for all hours worked beyond one hundred sixty-five (165) in a twenty-eight (28) day work schedule established by the department pursuant to the Fair Labor Standards Act. Vacation time, compensatory time, personal days, holidays, or other absences from work will be considered as hours worked for the purposes of calculating overtime. Employee absences using sick leave will not be considered hours worked for overtime calculations. In accordance with past practice, all hire-backs will be paid at the time and one-half rate. For the purposes of determining overtime compensation, an employee's hourly rate shall be computed based upon their base pay divided by an annual work year of 2080 hours. Each pay period employees shall receive 80 hours pay as their base salary, with overtime calculated on a 28 day work period to be paid on the payroll after the conclusion of the work period.

### **Section 9.4 Overtime Work**

The Chief of Police or his designee shall have the right to require overtime work, and employees may not refuse overtime assignments. Whenever practical, overtime will be scheduled on a voluntary basis, except for emergency situations, or except where qualified volunteers are not readily available. It is the objective of the Village to keep mandatory overtime scheduling at a minimum consistent with the needs of the Village to provide proper police protection.

When a sergeant will be off the normal department schedule for more than thirty (30) days, (i.e. away at Staff and Command School, on extended sick leave, etc.), the department may hire back a sergeant to staff the missing sergeant's days off. A sergeant may be required to change their shifts to cover the staffing shortage. Before implementing any change to the shift schedule, the Chief shall meet with representatives of the unit.

### **Section 9.5 Compensatory Time**

An employee who is entitled to time and one-half pay under this Agreement may elect compensatory time at the time and one-half rate, in lieu of pay by giving advance notice to the Chief of Police or his designee. An officer may use and replenish compensatory time provided that no more than a maximum of forty (40) hours may be accrued at any one time. An officer seeking to use accrued compensatory time must make a request at least an hour in advance. Compensatory time off requests will be approved if there are sufficient personnel on duty to meet Village determined manning requirements at no additional cost to the Village. Once granted, compensatory time off will not be rescinded except in the event of an emergency. Accrued compensatory time in excess of twenty (20) hours shall be bought back by the Village, at the officer's current rate of pay with the first pay period in December. Employees shall have the option to have all unused compensatory time bought back by the Village, at the officer's current rate of pay with the first pay period in December, or carry over up to twenty (20) hours of compensatory time for future use.

### **Section 9.6 Off Duty Court Time**

When an employee is required to spend off-duty time in court on behalf of the Village, the employee will receive one and one-half (1-1/2) times his regular rate of pay, with a minimum pay guarantee of three (3) hours pay at a time and one-half (1-1/2) rate. An employee who is required to "stand by" or "call-in" to determine whether he/she is required to attend court during off-duty time shall do so between 12:25 p.m. and 12:35 p.m. or such other time as may be designated by the Chief with consultation with the Union Steward to comply with directives from the prosecutors. An employee on stand-by who is not subsequently required to attend court, will receive one (1) hour's pay at time and one-half (1-1/2).

Employees who are on call and required to "stand by" or "call in" and who are then required to attend court shall receive court time pay as stated in the first sentence of this Section, with the calculation of time commencing at 12:30 p.m. or such other time as may be designated by the Chief to comply with directives from the prosecutors, but shall not be paid "call in" or "on-call" pay.

Employees scheduled for and attending remote traffic court on the same day they are "On call" for criminal court will receive the 3-hour minimum court pay, but are not also eligible for the 1 hour on call pay on the same date if they attend either court on that date, and the calculation of time shall begin at 12:30 p.m. Any on-duty employee attending court which extends beyond the employee's duty shift will be paid at a continuation of duty rate of time and one-half and shall not be eligible for the 3-hour minimum off-duty court pay.

#### **Section 9.7 Department Meetings**

An employee who is required during off-duty time to attend mandated department meetings, assignments or other programs approved by the Chief of Police will receive overtime pay with a minimum guarantee of two (2) hours pay. The minimum guarantee of two (2) hours pay shall not apply if the meetings, assignments or other programs are contiguous with the end of the employee's regular shift; in such instances the employee shall receive overtime pay with a minimum guarantee of one (1) hour's pay.

#### **Section 9.8 Call Back**

An employee covered by this Agreement who is called back to work after having left work shall receive one and one-half (1-1/2) times the regular rate of pay with a minimum of two (2) hours pay at time and one-half.

#### **Section 9.9 No Pyramiding**

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

#### **Section 9.10 Call in Replacement Provision**

In the event that a sergeant calls in sick, another sergeant shall be used to replace him if the absence creates a shortage of sergeants on duty.

### **ARTICLE X HOLIDAYS**

#### **Section 10.1 Holidays**

The following holidays are observed under this Agreement: New Year's Day, President's Day, All Hero's Day, Memorial Day, 4th of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.

An employee may elect to substitute the Martin Luther King Day holiday in lieu of Columbus Day holiday after providing the Chief of Police or his designee at least twenty eight (28) days notice prior to the Martin Luther King holiday.

#### **Section 10.2 Holiday Pay Unworked Holiday**

Employees shall receive (8) eight hours straight-time pay or (8) eight hours compensatory time, at the employee's option exercised in advance of the holiday in writing to the Chief or his designee, for each unworked observed holiday, in addition to the employee's regular pay.

**Section 10.3 Worked Holiday**

Employees shall work all holidays which fall within the regular schedule. If an employee works on an observed holiday, the employee shall receive time and one-half pay (1-1/2) for all hours worked on that observed holiday plus eight (8) hours holiday compensation payable either as eight (8) hours straight time pay or eight (8) hours compensatory time at the employee's option; which option must be exercised in advance of the holiday in writing to the Chief or his designee.

**ARTICLE XI VACATIONS**

**Section 11.1 Paid Vacations**

Employees who, as of their anniversary date each year, attain the years of continuous service with the Police Department as indicated in the following table shall receive vacation with pay as follows:

Continuous Service Vacation

1 year	1 week
2 years	2 weeks
5 years	3 weeks
12 years	4 weeks
17 years	5 weeks

**Section 11.2 Vacation Pay**

A week vacation pay shall be calculated on the basis of forty (40) hours at the employee's regular straight-time rate at the time the vacation is taken.

**Section 11.3 Vacation Scheduling**

Vacations shall be scheduled on a year-round basis. Vacations selections shall be in order of rank seniority. Unused vacation time in any one calendar year will be forwarded to the next year, but will be forfeited if not taken within one calendar year of the end of the following calendar year in which the vacation time was earned. The Police Chief shall schedule vacations and determine the maximum number of employees who may be on vacation at any one time taking into account the needs of the Police Department, employee advance requests, and employee seniority. Subject to these considerations, the Village shall approve use of vacation time provided there are sufficient personnel to cover the Village's minimum manning requirements at no additional cost or expense to the Village. If one sergeant is on vacation over seven (7) days, during the second week an additional sergeant, with the Chief's approval, may pick two days off per week that may result in hire backs. Vacation may be taken in increments of not less than four (4) hours, unless otherwise approved by the Chief of Police.

## ARTICLE XII SICK LEAVE

### Section 12.1 Purpose

Accumulated sick leave may be used under the following circumstances:

1. Illness, disability or injury of the employee when the employee is incapacitated for duty. This includes pregnancy and pregnancy-related confinement;
2. Illness or disability of a member of the employee's immediate family requiring the employee's assistance. The immediate family is defined as parents, spouse, brothers, sisters, children, grandparents, grandchildren, in-law relationships as well as legal guardians. The employee is responsible to provide justification for such absence. Approval for this must be obtained from the Department Head;
3. Appointments with doctors, dentists or other professional medical practitioners that could not be scheduled before or after regular working hours.
4. Employees injured while performing their duties are entitled to benefits under Worker's Compensation and do not need to use personal, sick or vacation leave for absence. However, where there is delay in payment for covered illness or injury, or a contested award, an employee may request his or her accumulated sick time be advanced and, upon receipt of a determination of a covered illness or injury and payment of his or her claim, he or she may buy back advanced sick time on a dollar for dollar basis.
5. Sick leave may be used for bereavement as indicated in Section \_\_\_\_ of this agreement.

### Section 12.2 Days Earned

Employees shall earn sick leave at the rate of one (1) day per month, not to exceed twelve (12) days earned in a calendar year. Sick leave is to be credited monthly and carried forward from year to year except as defined herein.

### Section 12.3 Accrued Sick Leave

An employee will receive one (1) day's pay for each day of accrued sick leave which is used in accordance with this Agreement. Sick leave must be used in one hour increments, except if an employee utilizes sick leave for purposes of a Family and Medical Leave. Also, an officer who reports for work, becomes ill or leaves work as a result of that illness, shall be paid for the hours he has worked and shall be charged only for the amount of sick time actually used and to be eligible for this benefit the employee must give as much advance notice as is possible. Up to twelve (12) weeks of accumulated sick leave may be used in any

one year on approval of the Chief of Police or his designee. Use of over twelve (12) weeks accumulated sick leave in any one year requires official notification to and approval of the Mayor. Employees using sick leave for three or more consecutive work days for personal illness, may be required to supply a doctor's certificate verifying his illness to the Police Chief or his designee. The Police Chief or his designee may request a doctor's certificate for a shorter absence if the Chief determines this step is warranted. If an employee calls in sick on a designated holiday he shall not lose his holiday compensation, however, the Chief of Police or his designee may request a doctor's certificate which the Police Chief or his designee determines is satisfactory medical justification.

#### **Section 12.4 Accumulation and Buyback at Termination of Service**

Providing an employee gives a minimum of two (2) weeks notice, an employee who terminates service for any reason, except discharge for just cause, will receive pay for accrued sick leave as provided below.

Employees hired prior to January 1, 2004, who terminate services given a minimum of two (2) weeks notice, for any reason except discharge for just cause, will receive one hundred percent (100%) for accrued sick leave up to a maximum of sixty (60) days. Employees hired after May 1, 1992 will also receive fifty percent (50%) for accrued sick leave in excess of sixty days. Employees hired prior to May 1, 1992 will receive one hundred percent (100%) for accrued sick leave in excess of sixty (60) days.

Employees hired after January 1, 2004, or any employee discharged for just cause are not eligible to receive compensation for any accrued sick leave upon separation. Sick leave shall accrue up to a maximum of seventy-two (72) days and shall be paid in a single payment to an employee, if hired prior to January 1, 2004, within thirty (30) days following termination of service given a minimum of two (2) weeks notice for any reason except discharge for just cause.

The maximum accumulation of unused sick leave, regardless of the date of hire, is seventy-two (72) days. Each December 1, any employee hired after May 1, 1992 and prior to January 1, 2004 with in excess of sixty (60) days unused sick leave will be compensated during the month of December for sick leave in excess of sixty (60) days at the rate of fifty percent (50%).

Each December 1, any employee hired prior to May 1, 1992 with in excess of sixty (60) days unused sick leave will be compensated during the month of December for sick leave in excess of sixty (60) days at the rate of one hundred percent (100%).

#### **Section 12.5 Advancing Sick Leave**

In addition to the sick leave already accumulated, an employee may receive, with pay, and if the employee's record so warrants, an extension of sick leave, not to exceed ten (10) days. The Department Head must recommend such an extension to the Village Administrator who shall make such a recommendation to the Mayor for final determination.

## ARTICLE XIII LAYOFF AND RECALL

### Section 13.1 Layoff

The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees will be laid off in accordance with the procedures provided by 65 ILCS 5/10-2.1-18 in reverse seniority order. No layoff will occur without at least thirty (30) calendar days notification to the Council. The Village agrees to consult the Council, upon request, and afford the Council an opportunity to propose alternatives to the layoff, though such consultation shall not be used to delay the layoff.

### Section 13.2 Recall

Employees shall be recalled in accordance with the procedures provided in 65 ILCS 5/10-2.1-18. Employees who are laid off shall be placed on a recall list for a period of three (3) years, or length of seniority up to three (3) years, at which point seniority and the employment relationship will terminate. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled. Employees who are eligible for recall shall be given (14) calendar days notice of recall and notice of recall shall be sent to the employee by certified or registered mail, with a copy to the Council, provided that the employee must notify the Police Chief or his designee of his intention to return to work within seven (7) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by employee, it being the obligation and responsibility of the employee to provide the Police Chief or his designee with his latest mailing address. If an employee fails to respond in a timely manner to the recall notice his name shall be placed at the bottom of the recall list for the first failure to respond, and shall be eliminated for any subsequent failure to respond, provided the recall requests are over thirty (30) days apart.

**ARTICLE XIV WAGES AND OTHER BENEFITS**

**Section 14.1 Wage Rates**

Wage rates for the term of this Agreement shall be as follows, with the wages to be retroactive on all compensable hours to May 1, 2008:

	% above top patrol officer:			
	<u>5/1/2008</u>	<u>5/1/2009</u>	<u>5/1/2010</u>	<u>5/1/2011</u>
<u>Start</u>	81628.20	81628.20	84077.05	9% *
<u>1 year in rank</u>	83260.76	83260.76	85758.58	11%
<u>2 years in rank</u>	84925.98	84925.98	87473.76	13%
<u>3 years in rank</u>	86624.50	86624.50	89223.24	15%
<u>4 years in rank</u>	88356.99	88356.99	91007.70	17%

\*The start shall be a minimum of 9% above the highest patrol officer wage step.

**Section 14.2 Watch Commander Position**

A stipend of \$225.00 per month shall be added to an employee's base pay as and awarded to those individuals named as watch commanders (other than as an acting capacity).

**Section 14.3 Uniform Allowance**

Newly promoted employees shall be supplied all necessary uniforms and equipment which the department determines appropriate. On May 1st of each year, each Sergeant will be credited with a uniform allowance of \$600.

The Village will make available to the employees two officially authorized suppliers for all of the approved uniform items. The Department will deduct all authorized and approved uniform purchases from each individual employee's department account. All purchases in excess of the prescribed amount will be at the employee's expense. Excess balance in each account shall not be forwarded to the next fiscal year. Damaged equipment shall be replaced by the Department without cost to the employee providing no employee negligence was contributory to the damage. The Chief of Police shall determine whether the Department shall pay for the damaged uniform item. Approval of such payment shall not be unreasonably denied. Any money received in adjudication for damaged uniforms and equipment will be reimbursed to the Department.

When the Village changes any part of the uniform, or adds any new required equipment, the Village shall supply the new uniform item or equipment.

No cost for these changes shall be deducted from the employee's allowance. If an employee attends Staff and Command School, the employee may elect to use the uniform allowance to purchase clothing or equipment that is required by the school.

Upon retirement, employees shall receive a retirement badge and wallet, as well as a retirement identification card, at no cost to the employee.

#### **Section 14.4 Pension Pick-up Plan**

The Village will continue its "pension pick-up plan" whereby employees' pension contributions will be made from pre-tax earnings. This plan will remain in effect so long as it continues to be permitted by the Internal Revenue Code.

#### **Section 14.5 Personal Leave Days**

On January 1st of each year an employee will be eligible for two personal leave days to be taken during that year.

Personal leave days must be taken in one-half or full day increments and will be scheduled based on an employee's request, as approved by the Chief of Police or his designee whose decision is final. Personal days cannot be accumulated from year to year. If a paid personal day is requested and granted on a recognized holiday, the paid holiday is forfeited.

#### **Section 14.6 Pay Day**

Employees will be paid every two (2) weeks on Friday. The Employer will provide paychecks to employees working the midnight shift at the end of their tour of duty on payday unless for reason of computer failure or some other unforeseen reason they are unable to do so. All concerns regarding pay shall be submitted to the Deputy Chief of Support Services in writing. Overtime hours paid pursuant to Section will be included in the payroll following the end of the employee's 28 day work cycle. All other overtime pay shall continue to be paid bi-weekly.

#### **Section 14.7 Off Duty Shoot.**

An employee assigned to off-duty mandatory shoot shall receive overtime pay with a minimum guarantee of two hours pay at the appropriate rate of pay.

#### **Section 14.8 Department Cellular Phone**

If the Village does not provide a cell phone for their business use, Sergeants shall receive twenty-five dollars (\$25.00) each month as compensation for use of their personal cell phone for departmental business.

### **ARTICLE XV LEAVES OF ABSENCE**

#### **Section 15.1 Military Leave**

The Village agrees to comply with all state and federal laws regarding Military Leave.

### **Section 15.2 Bereavement Leave**

In the event of a death in the immediate family, an employee shall be granted up to three consecutive sick days or personal days for Bereavement Leave. For this section, immediate family shall include current spouse, child (includes step or adopted), grandchild, parent, stepparent, sister, brother, stepsister, stepbrother, mother-in-law, father-in-law or grandparent.

### **Section 15.3 Jury Duty**

The Village agrees to pay the employee his/her normal hourly wage, when that employee is required to perform jury duty. Pay received by an employee for jury duty shall be turned over to the Village. He may retain any portion of such pay that covers mileage and/or parking reimbursement, if such expenditures are documented. Jury duty time off from the Village is not charged to vacation, personal days or sick time.

### **Section 15.4 Non-Employment Elsewhere**

An unpaid leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Employees who violate this Section may be terminated by the Village.

### **Section 15.5 Family and Medical Leave**

The Village will provide up to twelve (12) weeks of job-protected leave to "eligible" employees for certain family and medical reasons. Employees are "eligible" if they have been employed by the Village for at least twelve (12) months, and for at least 1,250 hours of service during the previous twelve (12) month period. Leave will be granted for any of the following reasons:

- (a) because of the birth of a child of the employee and in order to care for such child;
- (b) because of the placement of a child with the employee for adoption or foster care;
- (c) in order to care for the employee's spouse, or children, or parents who have a serious health condition;
- (d) because of a serious health condition that makes the employee unable to perform the functions of the employee's job.

The employee must ordinarily provide thirty (30) days advance notice when the leave is foreseeable, or provide such notice as is practicable. The employee must use accrued paid leave (i.e. vacation, personal leave) concurrently with FMLA leave taken under (a) and (b) above prior to going on unpaid leave. The employee must use accrued paid leave (i.e. sick leave, vacation, personal leave) concurrently with FMLA leave taken under (c) and (d) above prior to going on unpaid leave.

The Village may require medical certification to support a request for leave because of a serious health condition and may also require second or third opinions (at the employer's expense).

For the duration of the FMLA leave the employer will maintain coverage under its current health insurance plan at the level and under the conditions coverage would have been provided if the employee continued in employment continuously for the duration of such leave.

Upon return from FMLA leave, the Village will restore the employee to a Sergeant position (provided it remains authorized and funded) without any loss of wages and benefits.

To the extent required by state and federal law, an employee is entitled to the accrual of seniority, health insurance, or employment benefit that would have accrued during the unpaid leave period had the employee not taken the leave. Accrual of leave time will continue during any paid leave portion of FMLA leave.

Unless expressly stated to the contrary herein, the remaining provisions of the Family and Medical Leave Act of 1993 and as amended, and the regulations issued in conjunction with the FMLA, shall apply.

#### **Section 15.6 Administrative Day**

Employees will be permitted to schedule off, with the approval of the Chief of Police or his designee, one (1) eight (8) hour administrative leave day with pay, per year, provided that minimum manning requirements can be met without requiring the Village to incur overtime compensation expense for replacement personnel.

### **ARTICLE XVI INSURANCE**

#### **Section 16.1 Hospital-Medical and Dental Insurance**

The Village shall make available to employees covered by this Agreement and their dependents, substantially similar group hospital and medical insurance and group dental plan as existed prior to signing of this Agreement, unless no longer available from the insurance carrier. The Village retains the right to elect a different insurance carrier or self-insure so long as the benefits provided by such insurance shall continue substantially unchanged, and the employee's premium payments do not increase above what is specifically provided by this contract. It is acknowledged that out of network services will be subject to plan deductibles and co-pays being charged to the employee rather than paid by the Employer as part of the HRA portion of the plan.

In the event the Village and the Patrol Officers' bargaining unit provides for different insurance article provisions, including increases in employee premium contributions, co-pays or deductibles, then those provisions shall also be applicable to this bargaining unit.

The Village in conjunction with a committee of employee representatives, which committee shall include a member of the bargaining unit selected by the Council, shall review the current insurance plans and may offer recommendations for changes.

The Village agrees that each annual review of the insurance package, members of the bargaining unit and other Village employees will be permitted to attend open informational meetings, and participate in discussions, with the current carrier and other interested companies.

In the event the Village elects an insurance plan which caps the lifetime maximum to less than \$5,000,000 per insured individual, the Village shall self-insure the employees for any amount in between the policy cap and \$5,000,000

#### **Section 16.2 Cost**

The Village will pay for the cost of employee and dependent coverage, including any cost increases during the term of this Agreement except as otherwise stated in this Article.

#### **Group Insurance (hospitalization / dental / life / disability):**

- (a) Employees selecting individual coverage shall pay the following premium contributions: 10%.
- (b) Employees selecting dependent coverage shall pay the following premium contributions in addition to the individual contributions set forth in (a) above: 20%.
- (c) The Village will maintain an Internal Revenue Code § 125 plan for employee insurance premium contributions.

#### **Section 16.3 Group Life Insurance**

After ninety (90) days of employment, employees (not dependents) shall be provided with group term life insurance in the amount of \$30,000.00 paid for by the Village. The Village further agrees to administer both a supplemental group life insurance at the employee's expense, as well as a personal short and/or long term disability program at the employee's expense if a sufficient number of bargaining unit members expresses a desire to participate and make such a program possible. Such a plan shall be part of the Internal Revenue Code § 125 previously implemented by the Village.

**Section 16.4 Retiree Insurance**

The Village agrees to comply with 215 ILCS 5/367g of Illinois Compiled Statutes (1993) entitled "Police Officer's Continuance Privilege" as the statute exists on the date of this Agreement's execution, or as may be amended from time to time.

**ARTICLE XVII GENERAL**

**Section 17.1 Health and Safety**

The Village will make reasonable provisions for the safety and health of employees during their hours of employment. The employees will abide by the health and safety rules of the Village, as long as such health and safety rules do not conflict with any of the express terms of this Agreement.

**Section 17.2 Uniform Peace Officers' Disciplinary Act**

The Uniform Peace Officers' Disciplinary Act, 50 ILCS 725/1 et seq., as amended from time to time, governing officers' rights under the law will become part of this Agreement. Nothing in this Agreement is intended to abridge rights of an employee under the Uniform Peace Officers' Disciplinary Act.

In addition, officers shall have the right to have a Council Representative present during any meeting with a supervisor provided that the officer requests a Council Representative, and further provided that the Officer reasonably believes that disciplinary action is being contemplated. Such meeting shall be reasonably delayed if a Council Representative is not immediately available. The Council Representative must be a person outside the scope of the investigation.

Nothing in this Section is intended to waive any additional statutory rights that an employee may have.

**Section 17.3 Solicitation**

The Council agrees that neither it nor its officers, representatives, and members will solicit corporations, organizations, merchants, residents or citizens located within the Village of Itasca for contributions or donations without the prior written notice to the Chief of Police. The notice of solicitations shall specify the type, manner, and time period of, and by whom the solicitations are to be conducted. Solicitations shall be done in the name of the Council and using the Council's logo. The use of photos of personnel in uniform, police department equipment, insignias, logos, and supplies for any solicitation including electronic correspondence or external systems, or which include Village or Department affiliation is prohibited without the prior approval of the Chief of Police. Under no circumstance shall any solicitation be conducted on work time.

**Section 17.4 Department Training**

The Village fully recognizes the benefit of maintaining a high level of agency proficiency through continued in-service training. The Village will offer each employee the opportunity for career development and job enrichment

focusing on training through various police academies and other training sources. Career counseling and individual employee's interests in participation in certain training will be considered in the selection of an employee(s) for training, however, the Department retains control over scheduling, the selection of the training and the employee(s) selected for such training. Employees required or permitted to use their own vehicles to attend such training shall be reimbursed for mileage measured from the Police Department to the site of the training and back to the Police Department at the IRS rate per mile as approved by the Village from time to time.

Employees assigned to attend an out of the area Staff and Command School of over 10 weeks shall receive \$2,000.00 plus mileage at the current IRS rate. Those attending other out of area schools shall receive reimbursement for meals and incidental expenses at the per diem rates of maximum lodging of \$100 and maximum meals and incidental expenses reimbursement of \$50, and if the employee uses his own vehicle, for all mileage at the current IRS rate. The employee shall be required to provide records for expenses covered by per diem allowance. The Village shall make all reasonable efforts to supply the employee with a vehicle to use while attending said training if the employee desires to use a Village vehicle; however the employee may still choose to use his own vehicle. The Village shall continue the current practice of allowing the employee attending a greater than 10 week Staff and Command School two paid trips to return home for family visits.

#### **Section 17.5 Police and Fire Commission**

The parties recognize that the Police and Fire Commission has certain statutory authority over employees covered by this Agreement, including, but not limited to, the right to make, alter and enforce rules and regulations. Nothing in this Agreement is intended in any way to replace or diminish the authority of the Police and Fire Commission.

### **ARTICLE XVIII DRUG AND ALCOHOL TESTING OF EMPLOYEES**

#### **Section 18.1 General Statement of Policy**

The use of illegal drugs and the abuse of legal drugs and alcohol by employees of the Village present unacceptable risks to the safety and well-being of other employees and the public, in addition to being unlawful in some cases. Therefore, it is agreed by the Council and Village that the manufacture, distribution, dispensation, possession or use of a personally non-prescribed controlled substance or the abuse of legal substances, including alcohol, which may impair or adversely affect an employee's ability to perform his or her job is prohibited. (Drug Free Workplace Act, 30 ILCS 580/1 et seq.). It is the policy of the Village to help provide a safe work environment and to protect the public by insuring that employees for the Village are free from the effects of drugs and alcohol in the performance and pursuit of their duties.

### **Section 18.2 Definitions**

"Drugs" or "controlled substances" shall include any controlled substance defined in the Illinois Controlled Substances Act (720 ILCS 570/100 et seq.); or the Cannabis Control Act (720 ILCS 550/1 et seq.); any controlled substance listed in Schedules I through V of 21 U.S.C. 812.

"Impair" or "adversely affect" shall mean causing a condition in which the employee is or may be unable to properly perform his or her duties due to the effects of drugs or alcohol in his or her body. Where impairment exists or is presumed, incapacity for duty shall be presumed.

### **Section 18.3 Prohibitions**

Employees shall be prohibited from the following:

1. Being under the influence of alcohol or of any other drug or combination of drugs, to a degree which impairs the employee's ability to safely and competently perform his duties. An employee will be presumed in violation of this Section if he has a blood alcohol concentration of .03 or greater on initial and confirmatory tests; or
2. Consuming, possessing, selling, purchasing or delivering any illegal drug at any time, except in accordance with the duty requirements; or
3. Consuming alcohol at any time while on duty, except in accordance with duty requirements; or
4. Consuming or possessing alcohol upon Village premises or job sites, except during Village approved functions or in accordance with duty requirements. Any employee required to consume alcohol in accordance with duty requirements shall be exempt from the prohibitions contained in this Section during the time of that duty assignment, only; or
5. Failing to report to the Police Chief (or designee) the use of any prescription medication which the employee knows or should know will have an effect on the employee's ability to safely and competently perform his duties.

Violation of any of the foregoing prohibitions or the failure to submit and cooperate in testing as provided in this Article shall be cause for discipline.

### **Section 18.4 Drug and Alcohol Testing Upon Reasonable Suspicion**

If the Police Chief (or designee) has reasonable suspicion an employee has violated the prohibitions contained in this Article, the Police Chief (or designee) shall have the right to require the affected employee to submit to alcohol or drug testing as set forth in this Agreement. If a test is ordered on the basis of reasonable suspicion, the Village shall advise the affected employee in

writing prior to the test, via a jointly developed check list form, of the facts and inferences which form the basis of the order to test.

### **Section 18.5 Pre-Employment Drug and Alcohol Testing**

Nothing contained in this Article shall limit the authority of the Village to require drug and alcohol testing as it deems appropriate for persons seeking employment prior to their date of hire.

### **Section 18.6 Test to be Conducted**

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

1. Use only a clinical laboratory or hospital facility which is certified by the State of Illinois to perform drug and/or alcohol testing and that has been accredited by the Substance Abuse and Mental Health Services Administration (SAMHSA).
2. Establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of each sample and test result.
3. Collect a sufficient sample of the same sample of blood or urine from the 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 under Paragraph 6 below.
4. Collect sample in such a manner as to preserve the individual employee's right to privacy while insuring a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a urine sample except in circumstances where the laboratory or facility does not have a "clean room" for submitted samples or where there is reasonable suspicion that the employee may attempt to compromise the accuracy of the testing procedure.
5. Confirm any sample that tests positive in accordance with SAMHSA standards in effect at the time of the testing in initial screening for drugs by testing the second portion of the sample by gas chromatography/mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.
6. Provide the employee tested with an opportunity to have the additional sample tested by a State of Illinois and SAMHSA certified clinical laboratory or hospital facility of the employee's choosing, at the employee's own expense, provided the employee notifies the Chief or designee of the desire to do so within seventy-two (72) hours of receiving notification of positive test results.

7. Require that the laboratory or hospital facility report to the Chief or designee that a blood or urine sample is positive only if both the initial screening and confirmation tests are positive for a particular drug.
8. Require that 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 .03 or greater be considered positive.
9. Provide each employee tested with a copy of all information and reports received by the Chief or designee in connection with the testing and the results.
10. Insure that no employee is the subject of any adverse employment action except emergency temporary reassignment or relief of duty pending the results of any testing procedure.
11. When testing is ordered, the employee may be removed from duty and placed on leave with pay pending the receipt of results unless there is independent reason to remove the employee from duty without pay.

In connection with its testing program, the Village shall engage the services of a Medical Review Officer (MRO). Employees who test positive shall have a reasonable opportunity to establish a legitimate medical explanation for, or otherwise rebut or explain, their test results, to the satisfaction of the Village's MRO.

#### **Section 18.7 Positive Test Results**

Any test resulting in a positive report will be referred to the Police Chief for complete investigation. Upon completion of such investigation, if it is found that a member has used any drug which has not been legally prescribed and/or dispensed, or has abused a legally prescribed drug or has reported for duty under the influence of drugs or alcohol (blood alcohol concentration of .03 or above), a report of such shall be prepared. The member against whom such report has been made shall receive a copy of the laboratory test results, and upon service of the report will be immediately relieved from duty, and may be subject to disciplinary action.

#### **Section 18.8 Confidentiality of Test Results**

The results of drug and alcohol tests will be disclosed to the person tested, the Police Chief (or designee) the designated representative of the Council, and such other officials as may be appropriate on a need-to-know basis. Test results will not be disclosed to the public or the press except where the person tested consents.

### **Section 18.9 Voluntary Employee Assistance**

The Village will participate in an Employee Assistance Program (EAP) to help eligible employees with drug or alcohol problems. Counseling, referrals, follow-up services and information about any insurance coverage for such problems will be available from the EAP or the Village. At the Village's discretion, employees may be referred to the EAP for a violation of this Policy. Employees who are abusing alcohol or using drugs are strongly encouraged to contact the EAP. The Village shall not discipline any employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem provided that the employee voluntarily seeks assistance prior to initiation of testing procedures, or prior to any action which would permit the Village to order a test, and prior to initiation of any investigation into the employee's fitness to perform based on alcohol or drug usage concerns.

Any member who voluntarily admits to the Chief his use of or dependence upon illegal drugs or alcohol shall be afforded the opportunity to participate in a mutually acceptable rehabilitation program. This program shall include provisions 1 through 4 below. Employees failing to follow those Sections or failing any test as provided therein shall be considered in violation of their voluntary treatment program and subject to discipline.

The opportunity for rehabilitation (rather than discipline) shall be granted once for any employee who is not involved in any drug/alcohol related criminal activity and prior to initiation of an investigation of the member's use or sale of controlled substance by any competent state or federal authority provided the employee signs a last chance agreement containing the following:

1. The employee agreeing to appropriate treatment as determined by the physician(s) involved;
2. The employee discontinuing his use of illegal drugs or consumption of alcohol;
3. The employee completing the course of treatment prescribed, including an "after-care" program for a period of at least twelve (12) months; and
4. The employee agreeing to submit to unlimited random testing at any time, including off duty hours, during the period of treatment and "after-care."

Employees who do not agree to, and act in accordance with the foregoing shall be subject to discipline, up to and including discharge. This Section shall not be construed as an obligation on the part of the Village to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing his duties or whose continuance on active status would constitute a direct threat to the property and safety of others. Such

employee shall be afforded the opportunity, at his option, to use accumulated paid leave or take an unpaid leave of absence pending treatment. All treatment shall be made at the sole expense of the employee, to the extent not covered by the employee's health insurance benefits.

**Section 18.10 Right to Contest**

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. Such grievances shall be commenced at Step 3 of the grievance procedure of this Agreement. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Labor Council.

**ARTICLE XIX TERM OF AGREEMENT AND LEGALITY CLAUSES**

**Section 19.1 Complete Agreement.**

This Agreement supersedes and cancels all prior practices, policies and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term. If a past practice is not addressed in the Agreement, it may be changed by the Village as provided in the management rights clause.

**Section 19.2 Savings Clause**

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any board, agent or court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified in the board, agency or court decision; and upon issuance of such a decision, the Village and the Council agree to immediately begin negotiations on a substitute for the invalidated Article, Section or portion thereof. During the course of such negotiations, Article VIII - No Strike-No Lockout, shall remain in full force and effect.

**Section 19.3 Impasse Resolution**

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act (5 ILCS 315/14, or as amended).

**Section 19.3 Term of Agreement**

This Agreement shall be effective as of its ratification and execution, unless specifically provided otherwise such as the wage section, and shall remain in full force and effect until 11:59 p.m. on April 30, 2012. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desire to modify this Agreement. In the event that such notice is given, negotiations shall begin at least sixty (60) days prior to the expiration date of this Agreement.

Notwithstanding the foregoing, this Agreement shall continue in full force and effect after the expiration date while negotiation and resolution of any impasse procedures are continuing.

Executed this 5th day of may, 2010

VILLAGE OF ITASCA

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FRATERNAL ORDER OF POLICE

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**SIDE LETTER**

In late August, 2007, the law in Illinois regarding bargaining over review of discipline was changed. The Village of Itasca and the FOP Labor Council reached an agreement for a new Labor Agreement that did not incorporate processing all discipline cases through the grievance procedure.

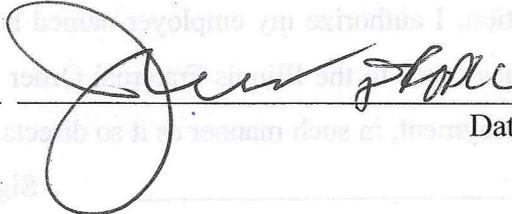
The Village agrees that in any future interest arbitration that might result from negotiations over discipline being reviewed through the grievance procedure during the successor negotiations, the Labor Council will not bear any burden of proof greater than it would have during the current negotiations. More specifically, the agreement reached shall be non-precedential and shall not prejudice either party in the successor negotiations.

This Side Letter shall be attached to and made a part of the Labor Agreement.

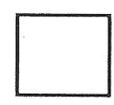
**FOR THE VILLAGE OF ITASCA:**

**FOR THE UNION:**

  
Date 5-5-10

  
Date 5/5/2010

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



APPENDIX A

DUES AUTHORIZATION FORM

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

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

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

**Illinois FOP Labor Council  
Attn: Accounting  
974 ClockTower Drive**

Springfield, IL 62704

**(217) 698-9433**

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

APPENDIX B



**GRIEVANCE**

(use additional sheets where necessary)

Lodge No.	Year
No.	Year
Year	

Date Filed: \_\_\_\_\_

Department: \_\_\_\_\_

Grievant's Name: \_\_\_\_\_

Last

First

M.I.

**STEP ONE**

Date of Incident or Date Knew of Facts Giving Rise to Grievance: \_\_\_\_\_

Article(s) and Sections(s) of Contract violated: \_\_\_\_\_

, and all applicable

articles.

Briefly state the facts: \_\_\_\_\_

Remedy Sought: \_\_\_\_\_

Given To: \_\_\_\_\_

Date/Time: \_\_\_\_\_

Grievant's Signature \_\_\_\_\_

FOP

Representative Signature \_\_\_\_\_

**EMPLOYER'S STEP ONE RESPONSE**

Employer Representative Signature \_\_\_\_\_

Position \_\_\_\_\_

Person to Whom Response Given \_\_\_\_\_

Date \_\_\_\_\_

**STEP TWO**

Reasons for Advancing Grievance: \_\_\_\_\_

Given To: \_\_\_\_\_

Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature  
Representative Signature

\_\_\_\_\_  
FOP

**EMPLOYER'S STEP TWO RESPONSE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

**STEP THREE**

Reasons for Advancing Grievance: \_\_\_\_\_  
\_\_\_\_\_

Given To: \_\_\_\_\_

Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature  
Representative Signature

\_\_\_\_\_  
FOP

**EMPLOYER'S STEP THREE RESPONSE**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date