

**AGREEMENT BETWEEN  
VILLAGE OF LISLE, ILLINOIS**

**AND**

**METROPOLITAN ALLIANCE OF POLICE  
LISLE POLICE CHAPTER #87**

**MAY 1, 2021 - APRIL 30, 2023**

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## **PREAMBLE**

This Agreement is entered into by and between the Village of Lisle, Illinois (herein referred to as the "Village" or "Employer") and Metropolitan Alliance of Police, Lisle Police Chapter #87, herein referred to as the "Union".

It is the purpose of this Agreement and it is the intent of the parties hereto establish and promote mutual harmonious understanding and relationship between the Village and the Union; to promote departmental efficiency and effectiveness; and to establish wages, hours, and other conditions of employment of the employees covered by this Agreement.

In consideration of the mutual promises and agreements contained in this Agreement, the Village and the Union do mutually promise and agree as follows:

## **ARTICLE I RECOGNITION**

### **Section 1.1. Recognition.**

The Village recognizes the Union as the sole and exclusive collective bargaining representative for all full-time sworn peace officers holding the rank of Patrol Officer (hereinafter referred to as "Patrol Officer", "Officers" or "employees") but excluding all supervisory employees and non-supervisory employees of the Department and Village as determined by the Illinois State Labor Relations Board in Case No S-RC-05-015.

### **Section 1.2. Fair Representation.**

The Union agrees to indemnify the Village for any damages, fees and costs incurred by the Village in, or arising out of, any litigation or administrative proceeding in which the union is alleged to have violated its duty of fair representation. However, there shall be no indemnification in the event that there is an allegation that the Village acted in collusion with the union when the union allegedly violated its duty of fair representation.



**Section 1.3. Union "Officers" or "Corporation Directors".**

For purposes of this Agreement, the term Union "Officers" or "Corporation Directors" shall refer to the Union's duly elected Board of Directors.

**Section 1.4. Gender.**

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

## **ARTICLE II**

### **NON-DISCRIMINATION**

#### **Section 2.1. Equal Employment Opportunity.**

The Village will continue to provide equal employment opportunity for all Officers and apply equal employment practices.

#### **Section 2.2. Non-Discrimination.**

Neither the Village nor the Union shall discriminate on the basis of race, color, sex, religion, national origin, age, or membership or non-membership in the Union, as provided in applicable state and federal statutes and regulations. Officers shall not be transferred, assigned, or reassigned nor shall their duties be modified for reasons prohibited by this Section.

#### **Section 2.3. Access to Grievance Procedure.**

The parties agree that any alleged violation of Section 2.1 Equal Employment Opportunity or Section 2.2, Non-Discrimination may be pursued under the grievance procedure, but such grievance shall not proceed to the arbitration step. Nothing in this article shall constitute a waiver of any rights provided to an employee by law, nor shall the mere filing of a grievance prohibit an employee from pursuing other remedies to the extent allowed and otherwise as provided by law.

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

**Section 3.1. Dues Deduction.**

While this Agreement is in effect the Village will deduct from the first paycheck issued each month to each employee the uniform, regular monthly Union dues for each Patrol Officer in the bargaining unit who has filed with the Village a voluntary, effective checkoff authorization in the form agreed upon by the parties (Appendix "A"). Such deductions will be remitted to the Union within fourteen (14) days of the deduction.

A Patrol Officer desiring to revoke the dues checkoff may do so by providing thirty (30) days' written notice to the Village and the Union.

The actual amount of dues deducted, as determined by the Union, shall be uniform in nature for each Patrol Officer in order to ease the burden of administering this provision.

If the Patrol Officer has no earnings due for that period, the Union shall be responsible for collection of dues. The Union agrees to refund to the Officer any amounts paid to the Union in error on account of this dues deduction provision. The Union may change the fixed uniform dollar amount which will be considered the regular monthly dues once each year during the life of this Agreement. The Union will give the Village thirty (30) days' notice of any such change in the amount of uniform dues to be deducted.

### **Section 3.2. Union Indemnification.**

The Chapter shall indemnify and hold harmless the Village, against any and all claims, demands, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Village for the purpose of complying with the provisions of this Article, so long as the Village does not initiate any claim or demand. If an improper deduction is made, the Chapter shall refund directly to the employee any such amount and report it to the Village five (5) business days prior to the issuance of the next payroll check.

### **Section 3.3. Bulletin Board.**

The Village will make available a bulletin board in the squad room for the posting of official Union business. The Union will limit the posting of Union business to such bulletin board. Endorsements, documents, pamphlets and other literature which is primarily and chiefly political in nature with regard to candidates or elections for any local, state or national office may not be posted on this bulletin board. Nor may material be posted on the bulletin board which is offensive, demeaning or derogatory in nature.

## **ARTICLE IV**

### **MANAGEMENT RIGHTS**

Except as specifically limited by the express provisions of the Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village of Lisle and its Police Department in all of their various aspects and to manage and direct employees, including but not limited to the following: to determine the mission of the Department and to set standards of service offered to the public; to plan, direct, control and determine all of the operations and services of the Department; to supervise and direct the working forces; to assign and transfer employees; to establish the qualifications for employment, determine the number of employees, and to employ employees; to schedule and assign work; to establish performance standards and from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which such operations and services shall be provided or purchased; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline, demote, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment, uniforms or facilities; to hire and promote employees; to lay off employees when necessary; to determine and establish training requirements for positions within the Department; and to establish, change, combine or abolish positions and the job duties of any position in accordance with operational requirements. The Village expressly reserves the right under this Agreement to exercise all management rights set forth in Section 4 of the Illinois Public Labor Relations Act. In addition, the Village may establish all rules, policies and procedures concerning the probationary period for newly hired Patrol Officers. During the probationary period, an Officer is entitled to all rights, privileges or benefits that may be provided under this Agreement, except that the Village may suspend, discharge or

discipline a probationary Officer without just cause and without recourse to the grievance procedure.

During the term of this Agreement, the regular probationary period shall consist of a total of 18 months of active duty. The Board of Fire and Police Commissioners may extend the probationary period as necessary on account of absences and leaves (other than vacation and holiday time off) for any reason in excess of a total of 30 days during the probationary period, or upon the recommendation of the Chief.

## **ARTICLE V**

### **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 and consistent with the Village's lawful authority under Illinois statutes when such subcontracting will not cause the layoff of any bargaining unit employees. The Village agrees to give thirty (30) days prior notice to the Union and to bargain upon request of the Union over the impact or effects of any such subcontracting decision, although such notice and impact or effects bargaining obligation shall not be construed as requiring the Village to delay implementation of the subcontracting decision pending impact or effects bargaining.

The Village also reserves the right to employ auxiliary and part-time patrol officers which shall be utilized pursuant to 65 ILCS 5/3-6-5, provided that the Village is not a home rule community, although the use of such officers may not result in the layoff of any full-time Patrol Officers covered by this Agreement, nor shall any auxiliary or part-time officers be assigned to any patrol or investigative functions while any full-time Patrol Officers covered by this Agreement are on layoff status. In the event the Village becomes a home rule community, and it desires to modify the statutory duties of any auxiliary officers, it will notify the Union and bargain over such contemplated changes, although such bargaining shall not delay the Village's right to implement such change(s) prior to the completion of the bargaining process.

## **ARTICLE VI**

### **HOURS OF WORK AND OVERTIME**

#### **Section 6.1. Application of Article.**

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

#### **Section 6.2. Normal Workweek and Workday.**

Except as provided elsewhere in this Agreement, the normal workweek for Detectives, DARE/Crime Prevention Officers, School Resource Officers, and/or any other positions deemed to be specialty positions by the Chief of Police, shall consist of forty (40) hours per Departmental calendar week (Sunday through Saturday) and the normal workday shall consist of eight (8) consecutive hours. Each Officer will be allowed to take a paid, off-duty, thirty (30) minute lunch break each day subject to call for emergency work duties. In addition, each Officer shall be entitled to two (2), ten (10) minute breaks, one during the first four (4) hours and one during the second four (4) hours of each shift worked. Such breaks shall be subject to availability and duty assignments and, in all instances, the Officer shall be subject to calls for service during a break. There will be no additional compensation in the event an Officer is unable to utilize break time during his shift. The Village will not shorten the normal workweek or workday solely for the purpose of avoiding overtime payments.

The normal work days for patrol officers will be 12-hour shifts, generally from 0700 to 1900 or 1900 to 0700 hours, with early cars normally working from 0600 to 1800 and 1800 to 0600 and all shifts receiving a one-half hour unpaid lunch as set forth herein. The normal work cycle



for purposes of Section 7(k) of the Federal Fair Labor Standards Act (FLSA) will be 14 days, with overtime being paid for hours worked in excess of 80.5 hours in a 14-day cycle. Except as otherwise specifically provided for herein, there shall be no daily or weekly overtime for Officers working 12-hourshifts.

During each 14-day work cycle, the Police Department ("the Department") normally will schedule officers for seven 12-hour working days for each Officer, so that an Officer normally will be scheduled to work 80.5 hours during a 14-daycycle.

Officers will be assigned to 12-hour shifts on a bi-weekly schedule by the shift Sergeants. The normal workday will consist of a one-hour lunch break, and will be broken down as follows: the first half-hour will be unpaid, and the second half-hour will be paid. There will also be two 10-minute paid breaks. Two officers will be allowed to take a lunch break together. One of the patrol officers will be unpaid for the first half hour, and the other Officer will be paid. During the second half hour, their status will be reversed, with one Officer paid and the other unpaid. This procedure will help expedite the Officers' lunch breaks and create a more rapid response time to emergency incidents when they arise.

For the purposes of an Officer attending training schools, the Officer will use 11.5-hours per day. This is to compensate the Officer for traveling to and from the training school. The Officer will not, absent emergency, be required to return to the Department to complete a patrol shift after the training is completed.

When an officer attends a week-long training school, the Officer will indicate the 40 hours and travel time on his/her time sheet. If an Officer attends a training school in the Village of Lisle (Police Department, Village Hall, Public works, etc.) the Officer will not be compensated for travel. When an Officer attends an out-of-state training school, it must be first approved by the

Human Resources Director prior to the Officer attending. The Officer will be paid in accordance to the FLSA guidelines for his/her time worked and travel time.

No more than one (1) Officer per shift (including the Sergeant assigned to the shift) may be off on Vacation, Holiday time, a Personal Day, or Compensatory Time off; provided, however, that the Village may, in its sole discretion, permit more than one (1) Officer on a shift to be off on Vacation, Holiday time, a Personal Day, Safety Incentive Day, or Compensatory Time if manpower permits. Last-minute Benefit Time requests will be handled in accordance with the current practice of the Department. Time off requests must be submitted pursuant to this Agreement.

Officers normally will work a permanent shifts as follows: day shift 7:00 a.m. through 7:00 p.m., and night shift 7:00 p.m. through 7:00 a.m., provided that the Chief of Police ("the Chief") may reassign Officers to different shifts as the Chief deems necessary to meet operational requirements.

**Accrual and Use of Benefit Time**--Benefit Time shall be provided or accrued and may be used as follows:

1. The Holiday hours bank provided under Section 9.1 of the Collective Bargaining agreement between the parties will remain at 72 hours per year, but may be used in increments of 3.5, 8, or 11.5hours;
2. The three Personal Days provided by Section 9.3 will be converted to 24 hours, and may be used in increments of 3.5, 8, or 11.5 hours;
3. Vacation time off under Section 11.1 will be converted from days to hours at the rate of 8

hours per day (so that, for example, 10 working days of vacation equates to 80 hours), and may be used to offset, on an hour-for-hour basis, working time missed due to Vacation;

4. Incidental Illness and Sick Leave days provided by Section 12.3 will be converted from days to hours at the rate of 8 hours per day (so that, for example, 5 working days of Sick Leave equates to 40 hours), and may be used to offset, on an hour-for-hour basis, working time missed due to Incidental Illness or Sick Leave;
5. The days of Funeral Leave provided by Section 16.4 will be converted to hours at the rate of 8 hours per day, and may be used to offset, on an hour-for-hour basis, working time missed due to Funeral Leave;
6. Safety Incentive Days under Section 23.3 will continue to be converted from days to hours at the rate of 8 hours per day, and may be used in increments of 3.5, 8, or 11.5 hours;
7. Benefit Time may be used in eight-hour increments, in conjunction with Compensatory Time, if necessary, for an Officer to receive a full 11.5 hour shift off duty.
8. Compensatory time may be used in increments of 3.5, 8.0 or 11.5 hours.
9. The Officer may combine half-hour increments of unused benefit time, only after exhausting all incremental benefit days as called for above. The intent is not to use the half-hour increments on a regular basis. Upon prior written approval of the Chief or his designee, an officer may be permitted to use half-hour increments of unused benefit time for purposes other than provided in this Section. This benefit will only be available for time that remains after an officer has taken all available benefit time within the increments

allowed herein.

10. The School Resource Officer and DARE/Crime Prevention Officer positions will be given special consideration over other officers during the summer months (June through August) for benefit time off up to 40 hours. These Officers may be assigned to a patrol shift for the summer months, and are not included in the seniority process for the selection of benefit time.

### **Section 6.2A. Application of Alternate Shifts Schedule.**

Subject to the Village's rights to act unilaterally under Section 6.3, the Village and the Union agree that during the term of this Agreement they may mutually agree to depart from the provisions of Section 6.2 of this Agreement, for the purpose of establishing an alternate shift schedule, *i.e.*, ten (10) hour shifts, twelve (12) hours shifts, etc. Should the parties agree to such change, hours worked and benefit time shall be recalculated to conform with the desired shift schedule. The parties agree that such recalculation shall be made for transitional purposes only, and that neither the Village nor the bargaining unit members shall suffer a loss of benefits otherwise provided for in this Agreement due to such recalculation. The Village and the Union may establish and implement the above-mentioned contract modifications in a "letter of understanding" or "memorandum of agreement" signed by representatives of both parties.

### **Section 6.3. Changes In Normal Workweek and Workday.**

The shifts, workdays, and hours to which Officers are assigned shall be stated on the Departmental work schedule. Should it be necessary in the interest of efficient operations to establish schedules departing from the normal workday or workweek, the Village will give notice where practicable of such change to the individuals affected by such change.

#### **Section 6.4. Overtime Pay.**

Except as otherwise provided in this Section for Patrol officers working 12-hour shifts, all time worked in excess of forty (40) hours in a workweek for all other officers shall be compensated by payment at the rate of one and one-half (1 and 1/2) the regular hourly rate, unless compensated by compensatory time as set forth in Section 6.5. For the purpose of this Section, time worked shall be defined to include those hours for which the Officer actively performs services for the Village, as well as compensated vacation time, holidays, personal days, jury duty time, safety incentive days, and workers' compensation leave time. Sick leave, incidental illness leave, funeral leave, compensatory time off, and any other form of paid time off not enumerated above shall be excluded from time worked. Notwithstanding the above provisions, Probationary Officers, while undergoing State mandated training at the Police Training Academy, shall not be eligible for overtime pay or compensatory time off except as required by the federal Fair Labor Standards Act.

#### **Section 6.5. Compensatory Time.**

In lieu of overtime pay, an Officer may elect to receive compensatory time off at the rate of time and one-half (1 and 1/2 times hours worked). Up to forty (40) hours of compensatory time may be banked; once the 40-hour cap is reached, overtime worked must be compensated by overtime pay in accordance with Section 6.4. Compensatory time off shall be scheduled and taken in full shift blocks, (i.e. 8 hour blocks for specialty positions and 11.5 hour blocks for patrol) in accordance with the Departmental procedure used to schedule time off; however, Departmental procedures concerning use of comp time must comply with the Fair Labor Standards Act regarding the use of comp time. Once the Officer's compensatory time bank has

been drawn down by the use of compensatory time off, the Officer may again elect to receive overtime in the form of compensatory time rather than pay, up to the 40-hour cap. At the end of the Village's fiscal year, however, all compensatory time remaining in each Officer's compensatory time bank shall be bought out by the Village at the Officer's then applicable straight-time hourly rate of pay, thus reducing each Officer's compensatory time bank to zero as of the beginning of the next fiscal year.

#### **Section 6.6. Court Time.**

An Officer who would otherwise be off-duty shall be credited for a minimum of two (2) hours time worked or for time actually spent, whichever is greater, when appearing in court on behalf of the Village in the capacity of a sworn officer or when preparing for an off-duty court appearance in the presence of a prosecuting attorney; off-duty lunch periods shall not be counted toward hours worked.

#### **Section 6.7. Court Stand-by.**

An Officer who is required to be on stand-by during off-duty time for a possible Court appearance on behalf of the Village shall be credited with a maximum of two (2) hours of pay at the appropriate rate (i.e., straight time or overtime) for time actually spent on stand-by. If such stand-by time is contiguous with Court time, then the Officer shall be credited with actual time spent on stand-by (not to exceed two (2) hours) plus any Court time to which he is entitled under Section 6.6. If stand-by time is not contiguous with Court time (e.g., because the Officer is not called to appear in Court or is called at a time other than the time during which he was asked to stand by), then the Officer will be entitled to two (2) hours stand-by time in addition to any Court time to which he may be entitled under Section 6.6. Under no circumstances shall stand-by hours

be counted as hours worked in calculating entitlement to overtime pay or compensatory time off.

**Section 6.8. Call-Back Pay, Call-In Pay and Hold-Over Pay.**

An Officer who is called back to work more than fifteen (15) minutes after their shift has ended shall be credited with a minimum of two (2) hours time worked or for time actually worked, whichever is greater. An Officer who is called in to work for an uninterrupted period of time immediately preceding his scheduled shift or who is held over to work for a period of time and is so notified no more than fifteen (15) minutes after their shift has ended shall be paid for time worked. An Officer shall not be compensated if he is called back or held over after his shift if needed to rectify his own error.

**Section 6.9. Required Overtime.**

The Chief or his designee(s) shall have the right to require overtime work and Officers may not refuse overtime assignments. In non-emergency situations, the Chief or his designee as a general rule shall take reasonable steps to obtain volunteers for overtime assignments before assigning required overtime work. However, volunteers will not necessarily be selected for work in progress. Also, specific Officers may be selected for special assignments based upon specific skills, ability and experience they may possess. The Chief shall take steps where practicable to equalize the distribution of overtime to those who are available and interested in accepting overtime assignments. The Union may discuss the efforts taken by the Chief in this regard at a Labor- Management Conference.

**Section 6.10. No Pyramiding.**

Compensation shall not be paid (or compensatory time taken) more than once for the same

hours under any provisions of this Article or Agreement.

**Section 6.11 Detective On-Call Stipend.**

Effective on the date this agreement is signed, detectives will begin receiving a monthly non-pensionable stipend of \$133.33 per month (\$1,600.00 per year) for time-spent on-call. This stipend is not retroactive. The on-call detective will be responsible for responding to requests for immediate investigatory services while on-call.



## ARTICLE VII

### GRIEVANCE PROCEDURE

#### **Section 7.1. Definition.**

A "grievance" is defined as a dispute or difference of opinion raised by a Patrol Officer or the Union against the Village involving an alleged violation of an expressed provision of this Agreement, including the imposition of discipline which is alleged to violate the expressed provisions of this Agreement.

#### **Section 7.2. Grievance Procedure.**

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps.

STEP 1: The Employee, with or without a Union representative, or the Union on behalf of all Officers, may submit a written grievance with his immediate supervisor (in most cases, the Shift Supervisor) or his designee within ten (10) calendar days of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond in writing within ten (10) calendar days after such discussion. (Grievances will not be handled by Patrol Officers who are substituting for the regular Shift Supervisor.)

STEP 2: If denied in Step 1, or if the supervisor's adjustments are unsatisfactory, the grievance shall be presented to the Chief within ten (10) calendar days following the receipt of the supervisor's response in Step 1. The Chief shall attempt to adjust the grievance, and render a written answer within ten (10) calendar days.

STEP 3: If the grievance remains unsettled after the Chief's response in Step 2, then the Union or employee may, within ten (10) calendar days of the response, present the grievance in writing to the Village Manager. The Village Manager will attempt to adjust the grievance and render a written response ten (10) days.

### **Section 7.3. Arbitration.**

If the grievance is not settled in Step 3, the matter may be referred for arbitration by written request made within ten (10) calendar days of the Village's answer in Step 3 .

Arbitration shall proceed in the following manner:

1. The parties shall attempt to agree upon an arbitrator within seven (7) calendar days 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 seven (7) arbitrators, all of whom shall be from the National Academy of Arbitrators who have a business address in either Illinois ,Indiana, Iowa, Michigan or Wisconsin. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Upon receipt of such list, each party shall alternatively strike a name from the list until there is one name remaining. The party requesting arbitration shall strike the first name. The person remaining shall be the arbitrator. 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 the Village and Union representatives.
2. The arbitrator shall submit his decision in writing within thirty (30) calendar days following

the close of the hearing or the submission of the briefs by the parties, whichever is later. The parties may agree to waive this requirement.

3. 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 Union provided, however, that each party shall be responsible for compensating its own representatives and witnesses.
  
4. The arbitrator may interpret the Agreement but shall have no right to ignore, add to, take from or modify any of the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the Second Step. The arbitrator shall have no authority to make a decision on any issue not submitted or raised. The arbitrator shall be without power to make any decision or award, which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decisions. The arbitrator shall have the authority to determine if 'just cause' exists for discipline imposed upon post-probationary employees. Any decision or award of the arbitrator rendered within the limitations of this Section 7.3 shall be final and binding upon the Village, the Union and the employees covered by this Agreement.

The parties may simultaneously submit more than one grievance to arbitration by agreement.

**Section 7.4. Time Limit for Filing.**

If a grievance is not presented by the Patrol Officer or the Union within the time limits set forth above, it shall be considered "waived" and may not be further pursued by the employee or the Union. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the grievance may be advanced to the next step. Any time period provided under the steps of the grievance procedure may be extended by mutual agreement, provided such agreement is made in writing.

## **ARTICLE VIII**

### **NO STRIKE**

#### **Section 8.1. No Strike Commitment.**

Neither the Union nor any Officers, agents or employees will call, initiate, authorize, participate in, sanction, encourage or ratify any strike, sympathy strike, slowdown, work stoppage or the concerted interference with the full, faithful and proper performance of the duties of employment with the Village, regardless of the reason for so doing. Neither the Union nor any Officer shall refuse to cross any picket line, by whomever established, nor refuse to enforce or carry out lawful orders and directives of the Village arising from or related to the performance of the police function in a labor dispute involving other persons.

#### **Section 8.2. Resumption of Operations and Union Liability.**

In the event of action prohibited by Section 8.1 above, the Union immediately shall disavow such action and request the Officers to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

#### **Section 8.3. Discipline of Strikers.**

Any Officer who violates the provisions of Section 1 of this Article shall be subject to discipline, including immediate discharge. Any action taken by the Village or any penalty assessed against any Officer who participates in action prohibited by Section 1 above shall not 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 Officer in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure. The Village retains all rights set forth in Section 17(b) of the Illinois Public Labor Relations Act.

**Section 8.4. Judicial Restraint.**

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

## **ARTICLE IX HOLIDAYS AND PERSONAL DAYS**

### **Section 9.1. Holidays.**

The following are holidays recognized by the Village:

New Year's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day After Thanksgiving Day  
Christmas Eve  
Christmas Day

### **Section 9.2, Holiday Pay and Work Requirements.**

Officers shall receive compensation at the rate of time and one-half for holiday hours worked. Officers shall work all holidays when scheduled as part of their normal Departmental work schedule. May 1st of every year, an officer will receive a bank of 72 holiday hours to use as time off or to be paid out, provided that the Officer satisfies the requirements set forth below.

The procedure for selecting holiday pay or a day off with pay shall be as follows:

- a) Holiday time may be taken any time during the fiscal year in 3.5, 8, or 11.5 hour increments. This time must be scheduled in accordance with departmental policies regarding time off requests.
- b) To receive compensation of 3.5, 8 or 11.5 hours at the regular rate, a PAR must be completed by the officer and submitted to their sergeant the payroll week of the holiday.

- c) Any unused holiday hours will be paid out at the end of each fiscal year. The officer shall then receive payment for the holiday hours at their regular rate of pay in effect at the expiration of the fiscal year.
- d) Probationary officers will receive a pro-rated bank of holiday hours depending on their start date.

With the permission of the Chief, an Officer may take holiday hours off before they are earned. Such hours shall be paid back by the Officer if he terminates before the hours are earned. There shall be no carry-over of unused holiday hours into the next fiscal year; remaining hours will be paid out at the end of the fiscal year.

### **Section 9.3. Personal Day.**

During the calendar year when this Agreement is in effect, Officers shall be eligible for three (3) personal days off with pay each calendar year, as set forth in this Section. Requests to utilize a personal day shall be directed to the Chief or his designee in accordance with Departmental policy. The first personal day is earned during the first six months in a calendar year. The second and third personal days are earned during the second six months in a calendar year. An Officer may take his personal day(s) at any time during the year, and they must be taken before the end of the calendar year, or paid out at the applicable salary rate. The Village shall recoup the personal day(s) from accrued and unused vacation for an Officer who terminates after taking a personal day(s) but before completing six month's or twelve month's work in calendar year. New employees are not eligible to take a personal day(s) until they have completed six months of continuous service.



**Section 9.4. Scheduling.**

When holiday time off or personal days under this Article (or compensatory time off under Article VI) are placed on the approved Departmental schedule submitted 15 days prior to each work cycle, they will not be withdrawn. In all other situations, such time off shall be scheduled pursuant to the directives of the Chief or his designee.

**ARTICLE X**  
**LAYOFF AND RECALL**

**Section 10.1. Layoff.**

The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, Officers covered by this Agreement will be laid off by classification in accordance with classification seniority as provided in 65 ILCS 5/10-2.1-18. Except in an emergency, the Village shall provide thirty (30) days' notice in writing to the Union and the affected Officer(s) when a layoff is contemplated. The Village agrees to meet and discuss alternatives to the layoff, upon request of the Union, though such meetings shall not be used to delay the layoff. The Village further agrees, upon request, to negotiate over the impact or effect of any layoff, although such negotiations shall not delay the implementation of layoffs.

**Section 10.2. Recall.**

Officers who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, Officers who are still on the recall list shall be recalled in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training.

Officers who are eligible for recall shall be given thirty (30) 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 Union. The Officer must notify the Human Resources Director of his intention to return to work no later than ten (10) calendar days before the date set in the notice for his return to work. 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 the Officer, it being the

obligation and responsibility of the Officer to provide the Village with his latest mailing address. If an Officer fails to timely respond to a recall notice his name shall be placed at the bottom of the recall list for the first failure, if and only if such failure is due to an emergency. The Officer's name shall be eliminated for any subsequent failure to respond, no matter what the reason. For purposes of this provision, "emergency" means a natural or man-made disaster, such as a fire, weather conditions, or a severe accident, if any, which reasonably would prevent a timely response.

**ARTICLE XI**

**VACATIONS**

**Section 11.1. Eligibility and Allowances.**

Every Officer shall be eligible for paid vacation as follows. Vacation allowances are earned annually during each budget year (May 1 to April 30 --the Base Vacation Accrual Period) for each employee who is on the payroll commencing at the start of the budget year, May 1. Vacation allowances earned during the current budget year are taken during the subsequent budget year (the Annual Vacation Period). Vacation allowances are earned under the following schedule:

<b>Length of Continuous Service:</b>	<b>Number of Days:</b>	<b>May 1</b>	<b>Employee's Anniversary Earn Dates:</b>
At least one, but less than five years	10	10	
Five Years	15	10	5
At least six years, but less than 10 years	15	15	
Eleven years	16	15	1
Twelve years	17	16	1
Thirteen years	18	17	1
Fourteen years	19	18	1
Fifteen years	20	19	1
At least 16 years, but less than 20 years	20	20	
Twenty-one years	21	20	1
Twenty-two years	22	21	1
Twenty-three years	23	22	1
Twenty-four years	24	23	1
Twenty-five years	25	24	1

New employees who are hired after the start of the budget year (May 1) and who therefore do not complete one (1) year of service during the Base Vacation Accrual Period before the start of the next budget year shall earn .83 days of vacation per month worked through the end of the budget

year (April 30), with the vacation to be taken during the subsequent Annual Vacation Period. Absence during the base Vacation Accrual Period due to vacation, annual military leave, or while on incidental illness leave or sick leave of less than 16 working days shall not affect the employee's earned vacation. Officers shall earn prorated annual vacation allowances for periods of absence other than those specified above. Where a holiday (as specified in Article 9) falls during an Officer's scheduled vacation period, the Officer will receive an additional vacation day.

### **Section 11.2. Vacation Pay.**

The rate of vacation pay shall be the Officer's regular straight-time rate of pay in effect for the Officer's regular job classification on the payday immediately preceding the Officer's vacation.

### **Section 11.3. Scheduling and Accrual.**

Vacation time shall be scheduled in accordance with Department service needs and, if possible, the Officer's desire. Scheduling shall be initiated by rank on a seniority basis, with final approval given by the Chief or his designee. Vacation requests must be submitted prior to April 1 of the calendar year to be considered and scheduled on a seniority basis, and shall be responded to and posted by June 1 of the calendar year. Requests submitted after April 1 will be approved only if submitted more than 15 days before the monthly Departmental schedule is issued and then only if vacation time is available in that schedule. Vacation requests submitted after April 1 of the calendar year shall be responded to in a reasonable period of time. Vacations which have been scheduled may be changed only upon approval of the Chief. Vacations ordinarily will be scheduled so that no more than one (1) Officer or Sergeant per shift is on vacation at a time; however, the Chief or his designee may grant requests for overlapping vacations by which more than one (1) Officer or Sergeant may be scheduled for vacation at the same time, provided that such requests

shall not unreasonably be denied.

**Section 11.4. Vacation Carryover and Buy-Out.**

Police Officers will not be allowed to carryover unused vacation time from one fiscal year to the next. However, an officer shall be paid out for unused vacation time at the end of a fiscal year.

**Section 11.5. Pay out of benefit time.**

If an officer is unable to use his / her benefit time that has been provided for under this contract, within the given time limits, it will be paid out at the applicable rate. It shall be understood that Sick Leave and Incidental Illness time are not considered as benefit time for the purposes of pay-out.

## **ARTICLE XII**

### **SICK LEAVE**

#### **Section 12.1. Purpose.**

Sick Leave and Incidental Illness Leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time; that their financial resources may be diminished in such instances if pay is discontinued; and that it may not be in the best interest or health of the employee or fellow employees for them to work while sick. To the extent permitted by law, sick employees are expected to remain at home unless hospitalized, visiting their doctor, or acting pursuant to reasonable instructions for care. Unfortunately, sick leave abuse sometimes occurs. The parties agree that Sick Leave and Incidental Illness Leave abuse is a very serious offense, and the parties further agree that the Village shall ferret out sick leave abuse with the Union assisting in all ways possible as requested by the Village.

#### **Section 12.2. Allowance.**

Any Officer contracting or incurring any non-service connected sickness or disability shall receive Sick Leave or Incidental Illness Leave with pay as set forth in this Article.

#### **Section 12.3. Accumulation.**

Probationary Officers shall not earn Sick Leave or Incidental Illness Leave during the first three months of employment. After three months of employment, sick leave is earned as follows:

##### **Incidental Illness Days:**

Each Officer will receive up to five (5) Incidental Illness Days per calendar year. These

days are used for illnesses up to a maximum of two and one-half (2 ½ ) continuous days, in any one occurrence. The Chief or his designee may request an Officer to provide a physician's statement to verify the illness and to certify fitness for return to duty.

Sick Leave:

Sick Leave is used for illness exceeding two and one-half (2 ½) continuous days in any one occurrence, or for illness of one (1) or two (2) days where an acceptable physician's certification is provided. The Officer must submit an acceptable physician's certification upon return to work for an absence exceeding two and one-half (2 ½) days to receive Sick Leave. Employees are entitled to Sick Leave benefits for any one illness or accident or for a combination of illness or accidents during any 365 day period, based upon length of continuous service as follows:

After three months, and up to six months	5 working days
At least six months, but less than two years	20 working days
At least two years, but less than five years	40 working days
At least five years, but less than ten years	65 working days
At least ten years, but less than fifteen years	130 working days
At least fifteen years, but less than twenty years	195 working days
Twenty years and over	260 working days

Sick Leave and Incidental Illness Days cannot be taken before they are actually earned, nor shall they be used for illness or injury which is the result of abuse of controlled substances. Sick Leave and Incidental Illness Leave is not earned during a period of a leave of absence without pay, suspension, or when the Officer is otherwise in a non-pay status for more than 15 calendar days in a month. Unused Sick Leave and Incidental Illness Leave is not accumulated from year



to year. Other regulations governing the use Sick Leave and Incidental Illness Leave are set forth in the Village's Personnel Manual, as may reasonably be modified from time to time.

#### **Section 12.4. Notification.**

Notification of absence due to sickness shall be given to the Village as soon as possible on the first day of such absence and every day thereafter (unless this requirement is waived by the Chief), but no later than two (2) hours before the start of the Officer's work shift unless it is shown that such notification was impossible. Failure to properly report an illness may be considered as absence without pay and may subject the Officer to discipline, as well.

#### **Section 12.5. Medical Examination.**

The Village may, at its discretion, require an Officer to submit a physician's verification of illness.

#### **Section 12.6. Light Duty and Part-Time Duty.**

The Village administers a light duty and part-time duty policy under which work opportunities may be made available or work may be ordered in the light duty or part-time duty capacity. Assignments to light duty and part-time duty occur only in cases of illness or disability, and such assignments shall be governed by the Village's policy statement as set forth in the Manual of Personnel Rules and Regulations, as reasonably amended from time to time (except as modified below). Officers who refuse reasonable orders for light duty or part-time assignments, and Officers who refuse to undergo physician examination to determine fitness for light duty or part-time duty assignments, shall be immediately ineligible for Sick Leave benefits under this Article. This

Village policy referred to above is hereby modified to provide that in the event that the Village's physician determines the Officer can perform available light duty work, and the Officer's physician disagrees, the Village and the Officer shall, as soon as possible, agree upon a third doctor to examine the employee and render a determination as to whether the Officer can perform specific available light-duty activities. The costs of the initial examination by the third doctor shall be shared equally by the parties. The costs of any subsequent examination by the third doctor shall be borne by the party requesting it. If the doctor initially determines that the Officer can perform some, but not all, of the offered available duties, the Village may determine, in its own discretion, whether to employ the Officer on such modified basis. Any Officer who refuses light duty after a third doctor's release to perform such duty and Village authorization to work shall not be entitled to sick leave benefits during his/her subsequent absence from work and may also be subject to disciplinary action. The foregoing shall not be deemed to be a waiver of any rights an employee may have under the Americans with Disabilities Act or other applicable laws. Disputes arising under this Article shall be subject to the grievance procedure.

**Section 12.7. Abuse of Sick Leave.**

Abuse of Sick Leave and Incidental Illness Leave is a serious matter. The Union shall join the Village in making an effort to correct abuse wherever and whenever it may occur.

## **ARTICLE XIII**

### **TUITION REFUND AND TRAINING PROGRAMS**

#### **Section 13.1. Tuition Reimbursement.**

When an Officer is enrolled in an accredited university or college program and the course and/or degree program being undertaken is related to his duties with the Village, as determined by the Village, the Village will reimburse the Officer, subject to budgeted and available funds, as follows:

1. 100% of tuition, books and fees at a community or junior college for programs and/or courses that lead to an Associate Degree.
2. 100% of tuition, books and fees at a public college or university for programs and/or courses that lead to a Bachelor Degree.
3. 60% of tuition, and 100% of books and fees at a private college or university for programs and/or courses that lead to a Bachelor Degree.

Such reimbursement will be provided where: (1) prior approval has been received in advance from the Chief and the Village Manager or his designee; (2) the Officer receives a grade of "B" or a passing grade in a pass/fail course; (3) the Officer submits proper payment receipts and grade verification to the Village after completion of the appropriate course or school term; and (4) to the extent funds have been budgeted by the Village Board of Trustees. In addition, Officers shall be required to execute and abide by the Village's Agreement for Repayment of Educational Expenses as a condition of reimbursement under this Article.

An Officer may request reimbursement of 50% of the applicable reimbursement amount in accord with this Section prior to the completion of the class, subject to the requirements of this Section. In those instances where the Village reimburses an Officer before he has completed the course, such reimbursement is subject to all of the above requirements, and if the Officer does

not satisfy those requirements, he shall reimburse the Village immediately. The Village shall further have the right to withhold monies from his pay or from his final compensation if necessary to obtain reimbursement. The Village shall not reimburse any Officer for a second course until the grades from any previously reimbursed course have been submitted to the Village and the Officer owes the Village no repayment amount from the previous course.

### **Section 13.2. Training Programs.**

The Village is committed to the principle of training employees. Training shall be scheduled by the Chief or his designee, and Officers will attend training sessions as assigned by the Chief. Officers who desire to attend additional programs, conferences, seminars or courses for the purposes of further law enforcement training (other than courses covered in Section 13.1 above) may submit a request to the Chief or his designee in writing, with information pertaining to training opportunity desired and its relation to his duties. Upon approval by the Chief, giving consideration to the needs of the Department and the degree or amount of training that may be derived from a course or program, the Village will pay the necessary tuition or fees for the Officer to attend.

### **Section 13.3. Schedule Changes for School Attendance.**

Officers may request to trade shifts and make other reasonable schedule changes for the purpose of attending school, or other training covered under this Article. The officer's supervisor may grant or deny such request provided that the supervisor's response is not arbitrary and capricious.

**ARTICLE XIV**

**WAGES**

**Section 14.1. Probationary Officers' and Regular Officers' Salary Schedule.**

Wage increases for current Probationary Patrol Officers and Regular Officers during the term of this agreement shall be as follows:

1. Effective May 1, 2021 -- increase each listed step in each salary schedule by two and one half percent (2.5%) per year.
  
2. Effective May 1, 2022 -- increase each listed step in each salary schedule by two and three-quarters percent (2.75%) per year, and payment of one-time, non-recurring stipend of \$1,000 payable to all officers in the bargaining unit at the time this agreement is signed by both parties (or the date an arbitrator award becomes effective if part of an interest arbitration decision).

**PROBATIONARY ANNUAL SALARY EFFECTIVE**

<b>Step/Year</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
<b>P1</b>	<b>\$66,138</b>	<b>\$67,791</b>	<b>\$69,656</b>
<b>P2</b>	<b>\$67,089</b>	<b>\$68,766</b>	<b>\$70,657</b>
<b>P3</b>	<b>\$68,037</b>	<b>\$69,738</b>	<b>\$71,656</b>

**REGULAR ANNUAL SALARY EFFECTIVE**

<b>Step/Year</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
<b>R1</b>	<b>\$79,035</b>	<b>\$81,011</b>	<b>\$83,239</b>
<b>R2</b>	<b>\$85,546</b>	<b>\$87,685</b>	<b>\$90,096</b>
<b>R3</b>	<b>\$92,107</b>	<b>\$94,410</b>	<b>\$97,006</b>
<b>R4</b>	<b>\$98,640</b>	<b>\$101,106</b>	<b>\$103,886</b>
<b>R5</b>	<b>\$106,201</b>	<b>\$108,856</b>	<b>\$111,850</b>

Movement through the cells shall be as follows:

## PROBATIONARY SCHEDULE

STEP	
P1	Date of Hire
P2	6 Months from Date of Hire (first payroll period beginning on or after)
P3	12 Months from Date of Hire (first full payroll period beginning on or after)

## REGULAR SCHEDULE

An Officer shall move from the Probationary Officers' Salary Schedule and shall be placed on the Regular Officers' Salary Schedule (R1-R5) upon successful completion of his probationary period. Commencing with fiscal year 2019-2020 regular Patrol Officers shall advance horizontally on the salary schedule as of the first full payroll period beginning on or after May 1, as follows:

Officers will move horizontally through steps R2, R3, R4 ending at R5, with horizontal movement based on their full years of service completed by May 1<sup>st</sup> of that year, as indicated above.

Effective May 1, 2019, performance evaluations shall be considered a permissive subject of bargaining, within the purview of management rights, and will no longer be used for movement within the salary schedule.

## GRANDFATHER CLAUSE

Officers hired prior to May 1, 2019 shall receive their step increase (for vertical advancement on the salary schedule) upon their actual anniversary date for total years of service. Officers hired after this date shall receive their step increase in May of each year, and it shall be based on their total years of service attained by May 1 of that given year.

**Section 14.2. Retroactivity.**

Wage increases called for in the agreement shall be applied on a retroactive basis to May 1, 2021, for all hours compensated since May 1, 2021, for all officers in the bargaining unit at the time this agreement is signed by both parties (or the date an arbitrator award becomes effective if part of an interest arbitration decision). Employees shall receive their retroactivity check within 60 days of: (1) the signing of the agreement; or (2) the date the arbitrator's award becomes effective.

## **ARTICLE XV**

### **INSURANCE**

#### **Section 15.1. Health and Dental Insurance.**

The Village shall provide the same group health and dental insurance plan (except for premium cost sharing), as the Village provides to all other Village employees. The Village will pay 90% of the premium cost of single health coverage, 85% of the premium cost of dependent health coverage, 90% of the premium cost of single dental coverage, and 85% of the premium cost of dependent dental coverage under the Village's health and dental insurance plans(s). Should the Village find it necessary, due to financial or other reasons, to make adjustments in benefits and coverage, it shall give fourteen (14) days prior notice to the Union. The Village reserves the right to increase the percentage of individual or dependent health and/or dental coverage premium cost paid by employees, so long as such percentage amount is the same as charged to all other Village employees and provided further that such increase shall not be greater than five (5%) above any category stated in this Section 15.1 for the term of this Agreement (e.g., the premium cost of single health coverage may not increase beyond 15% at any time during the term of this agreement).

#### **Section 15.2. Life Insurance.**

The Village shall provide, at no cost to the Officer, life insurance coverage at least equal to twice the annual base salary of the Officer or \$62,000.00, whichever is less.



## ARTICLE XVI

### LEAVES OF ABSENCE

#### **Section 16.1. Discretionary Leaves.**

The Village may grant a leave of absence to an Officer without pay under the following circumstances. Any request for a leave of absence shall be submitted in writing by the Officer to the Chief and Village Manager as far in advance as practicable. The request shall state the reason for the leave of absence and the period of time off desired by the Officer. The Village in its discretion may grant such request for a period not to exceed one (1) year, and will set forth the terms and period for such leave. A leave of absence will not be granted to enable an Officer to seek other employment. Officers who engage in unauthorized employment during such leave may be immediately terminated. Seniority shall not accumulate while an Officer is on a discretionary leave of absence, although there will be no loss of accumulated seniority. All other economic benefits under this Agreement are terminated during the period of the leave. However, an Officer will be allowed to purchase continued group health, life and dental coverage at his own cost to the extent that may be permitted by the Village's group insurance carrier, or as provided by law.

Upon return from a discretionary leave, the Village will place the Officer in his or her previous position if the position is vacant; if not vacant, the Officer will be placed in the first available opening in his classification. If, upon the expiration of a leave of absence, there is no work available for the Officer or if the Officer could have been laid off according to his seniority except for his leave, he shall go directly on layoff. The Village may also require an officer to submit to a complete physical exam (which may include testing for drugs of abuse and

alcohol) at Village expense in any case of discretionary leave which exceeds 60 calendar days, and may refuse reinstatement to an Officer who is found not physically fit to resume normal duty or who has tested positive for the presence of drugs of abuse or alcohol.

**Section 16.2. Military Leave.**

Military leave without pay shall be granted in accordance with applicable law.

**Section 16.3. Maternity Leave.**

Disability due to pregnancy as certified by an Officer's doctor will be treated like any other disability. Additional unpaid leaves of absence related to maternity where no disability exists may be granted up to three (3) months, in which case the Officer's position will remain open. Leave in excess of three (3) months following maternity is subject to this Article. An Officer who is on an unpaid leave for maternity purposes where no disability exists will be allowed to purchase continued group insurance benefits as set forth in Section 16.1.

**Section 16.4. Funeral Leave.**

In the event of death in the immediate family (defined as the Officer's spouse, children, step-children, adopted children, parents, parents of spouse, step-parents, grandchild, grandparents, brother, sister, brother-in-law, and sister-in-law), an Officer shall be granted time off with pay up to a maximum of three (3) days as may be needed prior to and including the day of the funeral, provided the Officer attends the funeral and/or wake or other service and the Officer submits evidence of such attendance if requested. (The Chief may, in his discretion, waive the attendance requirement. In the absence of the Chief the officer's immediate

supervisor may, in his discretion, waive the attendance requirement.)

In the event of a death in the Officer's extended family (defined as aunts, uncles, nephews, nieces, or the spouse's grandparents), the Officer may request one (1) day off with pay for the purpose of attending the funeral. The Officer may request up to an additional two (2) workdays off without pay up to and included the day of the funeral, with the approval of the Chief and the Village's Personnel Officer.

### **Section 16.5. Family and Medical Leave Act.**

The Village agrees to comply with the Family and Medical Leave Act of 1993 and the rules and regulations issued in conjunction therewith. The parties agree that the Village may adopt such policies as may be necessary or appropriate to implement the Family and Medical Leave Act of 1993 (the FMLA) and the rules and regulations issued in conjunction therewith. No such policy shall be deemed to violate this Agreement if it is either mandated or legally permitted by the FMLA and the rules and regulations issued in conjunction therewith.

## **ARTICLE XVII**

### **SENIORITY**

#### **Section 17.1. Definition of Seniority.**

As used herein, the term "seniority" shall refer to and be defined as the Officer's continuous length of service or employment from the date of last hire. "Classification seniority" shall be defined as the Officer's total length of service in a particular classification.

#### **Section 17.2. Seniority List.**

Appendix B shall constitute the "Seniority List" for all bargaining unit members. It may be updated from time to time, as is needed, to account for new hires, retirees, resignations, and other factors established within this Section that would affect seniority.

#### **Section 17.3. Seniority Termination.**

An Officer shall be terminated and his seniority 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 for a period of twenty-four (24) months; or
- d. Retires; or

- e. Falsifies the reason for a leave of absence, is found to be working during a leave of absence or otherwise violates any conditions imposed for a leave; or
- f. Fails to report to work at the conclusion of an authorized leave of absence, except under emergency circumstances, e.g., a natural or man-made disaster such as a fire, weather conditions or a severe accident, if any such emergency reasonably would prevent one from reporting in a timely manner; or
- g. Is laid off and fails to notify the Human Resources Director of his intention to return at least ten (10) days prior to the date set for his return to work as required by Section 10.2; or
- h. Is absent from work for any reason, excluding occupational illness or injury, for a continuous period in excess of eighteen (18) months; or
- i. Fails to report to work or notify the Village during an absence of three (3) consecutive workdays, except under emergency circumstances, e.g., a natural or man-made disaster such as a fire, weather conditions or a severe accident, if any such emergency reasonably would prevent one from reporting in a timely manner.

## **ARTICLE XVIII**

### **BOARD OF FIRE AND POLICE COMMISSIONERS**

The parties recognize that the Board of Fire and Police Commissioners of the Village of Lisle has certain statutory authority over Officers covered by this Agreement, including but not limited to the right to make, alter and to enforce rules and regulations. Nothing in this Agreement is intended in any way to replace or diminish the authority of the Board of Fire and Police Commissioners, except that such Board shall no longer play a role in the discipline of bargaining unit members, which shall instead be accomplished in accordance with the specific provisions of this agreement.

Prospective officers, applicants, or recruits, shall not be required to sign any agreement with respect to reimbursement of training or any other costs, as is currently established in Chapter three, Section eight of the BOFPC Regulations. Any such existing agreements shall be considered null and void.

## **ARTICLE XIX**

### **VILLAGE VEHICLES**

Officers who are permitted to drive Village vehicles for purposes other than directly related to work duties, including transportation to and from home, shall abide by all Department and Village regulations governing such vehicle use.

## **ARTICLE XX**

### **BILL OF RIGHTS**

Officers shall be covered by and the Village shall recognize employee rights contained in the Uniform Peace Officers Bill of Rights, 50 ILCS 725/1. Any alleged violation of officer's rights under the Bill of Rights may be pursued under the Grievance Procedure, but such grievance shall not proceed to the arbitration step. Nothing in this Article shall constitute a waiver of any rights provided to an employee by law, nor shall the mere filing of a grievance prohibit an employee from pursuing other remedies to the extent allowed and otherwise as provided by law.



## ARTICLE XXI

### LABOR-MANAGEMENT CONFERENCES

#### **Section 21.1. Meeting Request.**

The Union and the Village agree that in the interest of efficient management and harmonious Officer relations, it is desirable that meetings be held if mutually agreed between Union representatives and responsible administrative representatives of the Village. Such meetings may be requested by either party as needed. Such meetings and locations, if mutually agreed upon, shall be limited to:

- (a) discussion on 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 by the Village which may affect Officers.

#### **Section 21.2. 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 21.3. Attendance.**

The Village will pay one Officer (if on duty) at the regular rate when attending a labor-management meeting for the time spent in the meeting up to a maximum of one and one-half (1.5) hours. Time spent by on-duty Officers in labor-management meetings, whether compensated or not, shall not constitute time worked for purposes of calculating overtime.

## **ARTICLE XXII**

### **EMPLOYEE SECURITY**

#### **Section 22.1. Discipline and Discharge.**

The Chief of Police is hereby granted authority directly or through his designee(s) to impose discipline upon sworn members of the Police Department who are members of the bargaining unit. For post-probationary employees, such discipline shall only be imposed for just cause and may include, but not be limited to, verbal or written warnings, suspensions with or without pay of whatever length or duration, and/or termination. Where minor offenses are involved, the principles of progressive discipline normally will be followed by the Chief or his designee(s). Probationary employees may be disciplined by the Chief or his designee(s) without cause and without review either under the grievance procedure or by the Lisle Board of Fire and Police Commissioners.

Any discipline imposed upon post-probationary employees by the Chief or his designee(s) is subject to review only under the grievance procedure of this Agreement, including under Section 7.3, Arbitration. The parties specifically agree that all employees covered by this Agreement have 'waived' and shall no longer possess any right to have any discipline which is imposed upon them be reviewed by the Lisle Board of Fire and Police Commissioners.

#### **Section 22.2. File Inspection.**

The Village's personnel files and disciplinary history files (if any) relating to any Officer shall be open and available for inspection by the affected Officer during regular business hours, upon request made pursuant to the procedures set forth in the Illinois Personnel Record Review

Act, 820 ILCS 40/0.01 et seq. Any alleged violation of this Section 22.2, File Inspection, may be pursued under the Grievance Procedure, but such grievance shall not proceed to the arbitration step. Nothing in this article shall constitute a waiver of any rights provided to an employee by law, nor shall the mere filing of a grievance prohibit an employee from pursuing other remedies to the extent allowed and otherwise as provided by law.

## **ARTICLE XXIII**

### **SAFETY ISSUES**

#### **Section 23.1. Safety Committee.**

The Union shall appoint a representative to the Department Safety Committee for the purpose of discussing safety issues. The Department Safety Committee shall meet once per month or at other occasions as agreed upon to discuss safety issues which may be submitted in writing by the Chief, the Union or individual Officers. Any report or recommendation which may be prepared by the Committee as a result of these meetings will be in writing and copies will be submitted to the Chief and the President of the Union.

#### **Section 23.2. Disabling Defect.**

No Officer shall be required to use any equipment that has been designated by the Village as being defective because of a disabling condition unless the disabling condition has been corrected. When an assigned Department vehicle is found to have a disabling defect(s) or is in violation of the law, the Officer will notify his supervisor, complete required reports, and follow the supervisor's direction relative to requesting repairs, replacements or the continued operation of said vehicle.

#### **Section 23.3. Safety Incentive Day.**

During the term of this Agreement, Patrol Officers shall be eligible to participate in the Village policy regarding the award of "safety incentive days", as may be in effect on a Village-wide basis.

**ARTICLE XXIV**  
**GENERAL PROVISIONS**

**Section 24.1. Personal Property Replacement.**

Subject to the Chief's approval, the Village may replace an Officer's eye glasses, contact lenses and prescription sunglasses upon request when such items are damaged or broken during the course of the Officer's duties if the Officer was required to exert physical force or is attacked by another person. Such requests shall be made in writing pursuant to Department regulations.

**Section 24.2. Immunization.**

The Village will pay for inoculation or immunization shots for the Officer and for members of the Officer's family when medically required, as determined by a physician, due to the Officer's exposure in the line of duty to a contagious disease.

**Section 24.3. Funeral Expenses.**

The Village will pay 60% and the Union will pay 40% of the reasonable funeral and burial expenses for an Officer killed in the line of duty, up to a maximum of \$7,000.00. In the alternative, at the request of the Officer's spouse or next of kin, the Village shall contribute \$4,800.00 and the Union shall contribute \$2,200.00 into a trust fund to provide for post-high school education of any surviving minor children of the Officer who were living with the Officer or claimed by him as dependents at the time of his death.

#### **Section 24.4. Disability For Injury In the Line of Duty.**

In the event an Officer is injured or disabled in the line of duty, the Village shall satisfy the obligations for continued pay and benefits as set forth at 5 ILCS 345/1, and an Officer may be terminated immediately in addition to any other remedies set forth in the Statute if he has engaged in outside employment as defined in the Statute.

#### **Section 24.5. Substance Abuse Policy and Testing.**

The Village has established a detailed policy with respect to testing for drugs, alcohol and other substances of abuse. It is agreed and understood that the Village's policy is a fair compromise of competing interests that are involved including the interest of the Officer, his fellow Officers, the Police Department, the Village and the Union, and that this policy shall be enforceable by all parties in all respects. Therefore, all Officers including Probationary Officers shall be subject to the Village's established policy, copies of which are set forth in the Manual of Personnel Rules and Regulations, with the modifications as set forth in Appendix "C". Any Officer who refuses to undergo testing as ordered pursuant to the Village policy and procedure shall be terminated immediately.

#### **Section 24.6. Physical Fitness Standards and Bonus.**

The Village and the Union support the goals and objectives of the Village of Lisle Police Department Voluntary Physical Fitness Program and agree that it shall be applicable to all members of the bargaining unit, with the following qualifications:

- (1) Participation in the Program shall be voluntary, except that Officers who are physically capable shall be required to participate in the Department's efforts to validate test scores,

times or standards. An Officer who produces a medical certificate attesting to his medical inability to participate in the validation efforts at the time(s) scheduled may be excused from participation in such efforts. An Officer participating in the validation efforts, who would otherwise be off duty, shall be credited with a minimum of two (2) hours time worked or with time actually spent, whichever is greater. An Officer shall not be subject to discipline, penalties or discrimination because of his decision to participate or not participate in the Program beyond validation efforts or because of his medical inability to participate in such validation efforts at the time(s) they were scheduled.

- (2) An Officer voluntarily participating in the Village of Lisle Police Department Physical Fitness Program shall earn a renewable bonus payment of \$300.00 each year, payable upon the first regular pay day after May 1. An Officer shall receive this payment each year provided he has met or exceeded the Program goals or standards applicable to him. An Officer who fails to qualify for a physical fitness bonus payment as of May 1 in a particular year will be eligible to qualify for a bonus payment in the following year(s). A Probationary Officer will be eligible for a bonus payment under this Section commencing on the first day of May following the successful completion of the probationary period.

## **ARTICLE XXV**

### **CLOTHING ALLOWANCE**

#### **Section 25.1. Patrol Officers' Allowance.**

The Village will provide Patrol Officers with clothing and equipment necessary for the performance of their duties, including but not limited to two (2) protective vest covers, a duty belt, utility belt and accessories (including handcuff case, mace case, holster, magazine case, flashlight holder, nightstick holder, and key keepers). Shoes and flashlights will not be provided (although the Village will provide standard flashlight batteries).

#### **Section 25.2. Civilian Clothing Allowance.**

Officers assigned to Detective responsibilities are required to wear neat and clean business attire, and may also be required from time to time to wear other clothing suited to particular assignments. Such officers shall be reimbursed for the purchase of required clothing upon the presentation of appropriate receipts up to a maximum of \$700.00 per calendar year.



## **ARTICLE XXVI**

### **WORK OUT OF CLASSIFICATION**

Patrol Officers who are designated as Officer-In-Charge (one per shift) shall be paid \$1.00 per hour in addition to their regular salary for all time during which they are assigned to act as the Officer-In-Charge for their shift. Any Patrol Officer who is promoted on a temporary basis to a higher classification or rank will be paid the salary of the higher rank or classification.

## **ARTICLE XXVII**

### **INDEMNIFICATION**

#### **Section 27.1. Village Responsibility.**

To the extent required or provided for under applicable state or federal law, the Village shall be responsible for holding Officers harmless from, and pay damages which may be adjudged, assessed or otherwise levied against any Officer covered by this Agreement for his actions or inaction, so long as the Officer was exercising authority within the scope of his duties.

#### **Section 27.2. Legal Representation.**

The Village will provide legal representation for an Officer in any civil action brought against an Officer resulting from or arising out of the performance of duties, provided that the Officer acted within the scope of his duties and cooperates fully with the Village in investigating the matter and providing assistance for legal representation. Nothing herein shall limit the Village's right under 65 ILCS 5/1-4-6 to bring its own action against an Officer who acted outside the scope of his authority.

## **ARTICLE XXVIII**

### **UNION REPRESENTATIVES**

#### **Section 28.1. Grievance Processing.**

A Union Officer shall be allowed reasonable time on duty without loss of pay (but always subject to calls for service) for the purpose of aiding, assisting or otherwise representing Officers in the processing and investigation of grievances arising under Article VII, as well as assisting Officers when they are required on duty time to be present during a meeting held pursuant to the Bill of Rights Provision, Article XX, or disciplinary meetings held pursuant to Article XXII, Discipline and Discharge. Before a Union Officer may be granted reasonable time on duty for this purpose, and to remain in pay status, he must notify his Shift Supervisor (or the Chief or his designee in the Shift Supervisor's absence), and he shall first complete any tasks, duties or responsibilities as may be directed by the Shift Supervisor.

#### **Section 28.2. Union Negotiating Team.**

As a general matter, negotiations time shall not be considered as time worked for compensation purposes. Members of the Union's bargaining team will take all reasonable efforts to insure that such members can attend negotiating sessions, but not on a paid-time status. Such efforts shall include, but not be limited to, attempts to trade shifts (which will not cause overtime) subject to reasonable management approval or disapproval, use of accrued but unused paid time or, if necessary, attending negotiations in an unpaid status with the attending officer either paid by the Union or given the opportunity to make up such hours at a later date as approved by management. If all other reasonable efforts fail, up to one (1) negotiating team member may attend negotiations while otherwise scheduled to work, subject to emergency work duties - or other

reasonable direction of the Chief or the Chief's designee. The parties agree to attempt to reasonably schedule bargaining sessions at times when Village employees who are members of the Union's negotiating team can either attend during their off-duty hours or by virtue of duty trades, use of accrued paid time off, or other similar options.

**ARTICLE XXIX**  
**MANDATORY DRUG AND ALCOHOL TESTING**  
**FOLLOWING AN OFFICER INVOLVED SHOOTING**

The Village and the Union agree that the following shall be the “written policy regarding drug and alcohol testing following an officer-involved shooting”, in accordance with 50 ILCS 727/1-25:

**Section 29.1.**

The Village and Union agree that the term “involved in”, with respect to an officer involved shooting incident, shall mean any police officer who discharged a firearm thereby causing injury or death to a person(s). If multiple police officers discharged their firearm, and it is unclear whose bullet struck the person(s), then all police officers who discharged their firearm shall be required to submit to drug and alcohol testing under this section.

**Section 29.2.**

The Village and Union agree the term “involved in” an officer involved shooting incident does not include police officers who did not discharge their weapon, even if they were providing other forms of support and assistance during the call. Nor does the term “involved in” include police officers who discharged their weapons when it is undeniably clear their projectiles did not actually strike any person or persons.

**Section 29.3.**

Any police officer who is involved in an officer involved shooting, shall submit to drug and alcohol testing, so long as such testing is required by 50 ILCS 727/1-25. Testing under this policy shall occur as soon as practicable after the officer involve shooting but no later than the end of the officer's shift or tour of duty.

**Section 29.4.**

Testing under this article shall be done by urinalysis only, unless a search warrant has been issued. Blood tests may be performed, but only upon the issuance of a search warrant.

**Section 29.5.**

The Village and Union agree that any drug or alcohol test required pursuant to this Article shall be considered a compelled, non-voluntary drug or alcohol test, under threat of disciplinary action. Officers who refuse a direct order to comply with testing under this section may be subject to disciplinary action, up to and including termination of employment.

## **ARTICLE XXX**

### **GPS USAGE**

#### **Section 30.1.**

This policy refers to technology using the Global Positioning System (GPS), and or other electronic or technological features that have the ability to fix the spatial location of a person, vehicle or object, at a given moment in time; this may include the ability to actively track a person, vehicle, or object based on changes in position over time.

#### **Section 30.2.**

GPS technology and features have been incorporated within the Lisle Police communications and dispatch system. The primary purpose of these features shall be for efficiency of day-to-day operations, resource management, and safety.

#### **Section 30.3.**

The GPS system shall not be used as a primary tool to initiate discipline, to this end “trolling” shall be prohibited. For the purpose of this section, “trolling” means a situation where a supervisor, having no prior reason for suspicion, conducts a review of GPS data with the intent of finding a primary reason to initiate discipline against an officer. However, nothing in this section shall prohibit the use of GPS evidence for disciplinary purposes when the initial reason has come to light in another way.

**Section 30.4.**

The GPS system and all associated, hardware, software, media, data, and electronic information of any kind, is the property of the Lisle Police Department. Access to and use of the system, is limited to official department purposes only. Dissemination of its information outside of the agency is strictly prohibited, unless authorized by the Chief or designee.



## ARTICLE XXXI

### EMPLOYEE WELLNESS AND FITNESS

#### **Fitness for Duty Examination.**

Employees may be required to undergo psychological, psychiatric or physiological testing by the Chief of Police, or his designee, where the department has sound operational reason(s) to believe the employee may be unfit for duty. The general basis for the reason(s) shall be set forth, in writing, to the employee at the time the employee is ordered to undergo such testing. Employees shall have the right to inform the Union of the order after it is received, and shall have the right to secure similar testing at their own expense from psychiatrists, psychologists or physicians of their own choosing. The employer and the employees shall only utilize the services of qualified, certified medical doctors, psychiatrists or psychologists. The employee shall be given a copy of any and all information, reports and opinions that are provided the Village as a result of such testing.

## **ARTICLE XXXII**

### **SAVINGS CLAUSE**

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any Board, Agency or Court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specified in the Board, Agency or Court decision; and upon issuance of such a decision, the Village and the Union agree to immediately begin negotiations on a substitute for the invalidated Article, Section or portion thereof.

## **ARTICLE XXXIII**

### **ENTIRE AGREEMENT**

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term, except as otherwise specified in this Agreement. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral which conflict with the express terms of this Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

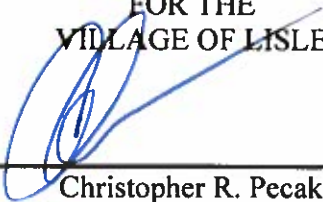


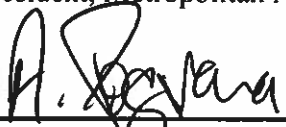
The resolution of any bargaining impasse arising pursuant to Articles V and XXIX of this Agreement shall be in accordance with the Illinois Public Labor Relations Act (IPLRA), as amended.

ARTICLE XXXIV

TERMINATION

This Agreement shall be effective from May 1, 2021, until 11:59 p.m. on the 30th day of April, 2023. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least 120 days prior to the anniversary date that it desires to modify or terminate this Agreement. In the event that such notice is given, negotiations shall begin no later than forty-five (45) days prior to the anniversary date. Nothing in this Article shall constitute a waiver of rights or consent pursuant to Section 14(1) of the Illinois Public Labor Relations Act. The fact that the parties have agreed to a two (2 ) year term for this agreement shall not set a precedent for future agreements:

Executed this 20<sup>th</sup> day of MARCH, 2023

FOR THE VILLAGE OF LISLE 	FOR THE METROPOLITAN ALLIANCE OF POLICE 
Christopher R. Pecak Mayor, Village of Lisle	Keith George President, Metropolitan Alliance of Police
 Kristy Grau Village Clerk, Village of Lisle <i>By Karen J Arnold, Deputy Clerk</i>	 Andrew Pogvara President MAP Chapter #87



**APPENDIX "A"**

**Dues Deduction Authorization Form Metropolitan**

**Alliance of Police Lisle Chapter #87**

I authorize and direct my employer, the Village of Lisle, to deduct from my wages and remit to the Metropolitan Alliance of Police (herein after called Union), a uniform amount of monthly dues as set forth by the Union.

I understand that I may revoke this authorization at any time, upon thirty (30) days written notice to the Human Resources Director of the Village and the Union.

Print Name: \_\_\_\_\_

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

**APPENDIX B  
SENIORITY LIST**

#	NAME	START DATE
1	ANDERS, DEAN	6/17/1997
2	WISE, JODIE	7/8/1998
3	PAVORIS, DERICE	9/29/1999
4	HOBEIN, JENNIFER*	10/1/1999
5	LOUIS, JUSTIN	8/15/2002
6	HURT, JASON	10/1/2003
7	POGVARA, ANDREW	9/29/2004
8	MCKAY, SEAN	1/5/2005
9	SCHEBO, JENNIFER	3/31/2005
10	ARNOLD, JEREMIAH	1/4/2007
11	MAHONEY, PATRICK	8/1/2008
12	BRENDAL, BRIAN	8/1/2008
13	BOWMAN, BENJAMIN	9/27/2012
14	RIDER, LUCAS	6/25/2014
15	HOFFMAN, JOHN	1/3/2017
16	FROST, BRADLEY	9/18/2017
17	GODAR, LOGAN	11/5/2018
18	KUPFER, JACOB	12/27/2018
19	DEBOER, JOSHUA	12/31/2018
20	BRUNOEHLER, HOLLY	6/6/2019
21	TRAVIS, BRIAN	9/3/2019
22	CARROLL, MICHAEL	6/22/2020
23	ROLLS, BRIAN	8/10/2020
24	ARMITAGE, ANDREW	8/24/2020
25	CABALLERO, JOSEPH	3/4/2021
26	ROSALES, BRANDON	5/2/2022
27	GREGO, CHRISTIAN	6/13/2022
28	CABLE, ALLISON	6/13/2022
29	MEXICANO, RAUL	9/7/2022
30	FRANCO, ERIKA	9/7/2022

**\*The parties are in disagreement as to status as a bargaining unit member – that matter is pending grievance arbitration.**

This Seniority list may be updated from time to time, as is needed, to account for new hires, retirees, resignations, terminations, and other factors established within Article 17 that would affect seniority.

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**APPENDIX C**  
**SUBSTANCE ABUSE PROVISIONS FOR PATROL OFFICERS**

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A. General Policy Regarding Use Of Drugs And Alcohol by Police Officers:

1. Policy Statement:

Use and abuse of drugs and alcohol by Village Police officers creates an unacceptably dangerous work environment, results in unproductive work days and sick leave abuse, and generally creates a risk to the safety and well-being of all Police officers and the citizens we serve. The Village also believes that the citizens of our community are entitled to expect that the Police officers who serve them obey the law, are reasonably fit and healthy, and are free from the effects of drug and alcohol use and abuse. Therefore, the Village of Lisle hereby establishes the following Policy regarding substance abuse including screening programs and treatment programs applicable to Police officers of the Village.

2. Definitions:

The following terms used in this Provision have the following meanings:

a) "Drugs" or "substances of abuse" shall mean the unexplained use or the excessive use or abuse of legally prescribed drugs, and/or the use, sale or possession of illegal drugs, as defined in the Illinois Controlled Substances Act, 720 ILCS 570 et seq.

A list of the most common drugs includes, but is not limited to, the following:

opium	codeine	LSD
morphine	heroin	MDA
methadone	chloralhydrate	PCP
other narcotics	glutethimide	Cocaine
barbiturates	tranquilizers	methaqualone
amphetamines	other depressant	"designer" drugs
phenmetrazine	methylphenidate	other hallucinogens
other stimulants	psilocybin	mescaline
marijuana (THC)	hashish	

b) "Impairment" or "under the influence" due to alcohol shall mean a blood alcohol content of .02 or more for all Village Police officers, or such lesser blood alcohol content as may be adopted by the Village applicable to all other Village employees; or conduct evidencing apparent impairment as described in Section C.3.b; or conduct adversely affecting the Police officer's work performance, the safety of the Police officers or others, or the Village's reputation and stature as a public servant. Where impairment or under the influence due to alcohol exists, incapacity for duty shall be presumed.

c) "Impairment" or "under the influence" due to drugs shall mean the presence in the system of any drug as defined herein; or conduct evidencing apparent impairment as described in Section C.3.b; or conduct adversely affecting the Police officer's work performance, the safety of the Police officer or others, or the Village's reputation and stature as a public servant. Where impairment or under the influence due to drugs exists, incapacity for duty shall be presumed.

d) "Provision" shall mean this contractual language and any guidelines established by the Village's Human Resources Department for enforcement of this contractual language, which are not inconsistent with the provisions of this contract.

e) "Positive drug and/or alcohol screen" shall mean a confirmed positive result from the confirming test.



3. Police officers Covered:

All Village Police officers shall be covered by this policy.

B. Conduct Prohibited by Police Officers:

1. Police Officers are Strictly Prohibited From:

a) Possessing, using, buying, selling or transferring drugs while at work or on Village time, while on or in Village property or vehicles, or while on or in the property or vehicles of any person or company that does business with the Village, unless such possession, buying, selling or transferring of drugs is authorized in the course of an official drug investigation, or drug arrest.

b) Possessing, consuming, selling, transferring or transporting alcoholic beverages while at work, while on or in Village property or vehicles, or while on or in the property or vehicles of any persons or company transacting business with the Village, unless such actions are authorized in the course of official investigations or arrests.

c) Being impaired or working under the influence of alcohol or drugs at any place during working time.

d) Using alcohol in public while in Village uniform; using, possessing or selling drugs or alcohol off Village property and outside of working time that adversely affects the Police officer's ability to perform work for the Village, the safety of others including the public, or the reputation and stature of the Village as a public servant. Without limiting the application of this provision, the Chief of Police may impose discipline upon any Police officer who is arrested for allegedly selling drugs to or buying drugs from any other person or entity be suspended without pay or terminated as circumstances warrant. A Police officer's acquittal of criminal charges shall not immunize him from appropriate discipline by the Chief of Police or his designee(s), where the

Police officer's failure to comply with the Rules contained in this Provision is established by a preponderance of the evidence.

e) Depending upon the circumstances, Police officers arrested for and/or convicted of other drug offenses may also have discipline imposed by the Chief of Police or his designee(s) for termination.

## 2. Violations of Policy and Discipline:

Failure to comply with the Rules contained in this Provision will subject a Police officer to disciplinary action, up to and including discharge, and may also require mandatory referral to an assistance and treatment program where appropriate as set forth herein. The Village will provide referrals to assistance and treatment programs for diagnostic, referral and related services for Police officers with alcohol and/or drug related problems where appropriate. Participation in such a program, whether voluntary or mandatory, does not limit enforcement of or otherwise relieve a Police officer of the obligation to comply with this Provision and the Rules set forth above. Moreover, in certain circumstances, a Police officer may be discharged by the Chief of Police or his designee(s) without referral to a program as outlined in this Policy.

The Village's interest in assisting troubled Police officers must be balanced against its interest in promoting and protecting the public health, safety and welfare, and in operating efficiently without the problems associated with use of drugs and/or alcohol by Police officers. Therefore, discharge of a Police officer rather than referral and treatment will be appropriate in certain cases as specified by the Chief of Police or his designee(s). In particular, Police officers who violate the Rules prescribing sale and/or possession of drugs will normally not be referred for treatment.

C. Drug And Alcohol Screening:

1. Transfers:

Drug and alcohol screening shall not be included as part of a physical exam conducted for a transfer within the bargaining unit, although such screening may be included as part of a physical exam conducted for a transfer to a special unit outside of the department.

2. Current Police Officers:

a. Routine Exams:

Where periodic or routine physical and medical examinations are required for a particular position, drug and alcohol screening will be required during the examination process. Refusal to submit to such drug and alcohol screening will be considered as a refusal of a direct order and will result in a recommendation of discipline. Some examples of routine exams include: physical examinations conducted for Police officers seeking reemployment, physical examinations

conducted for Police officers who are required to undergo such examinations to determine fitness for duty, such as when returning from an injury leave, disability or sickness leave, or other leave; and physical examinations conducted for Police officers returning to duty following a leave of absence other than for purposes of recovering from injury or illness. In addition, drug and alcohol screening may be required as part of a physical exam conducted upon returning from a leave in excess of 60 days, and when a Police officer returns from a leave for reasons related to injury, illness or disability in excess of 60 days.

b. Suspicion of Impairment:

Impairment, impaired performance, and being under the influence of drugs and/or alcohol is defined generally as being or appearing to be under the influence of drugs or alcohol while on

duty, or being or appearing to be in an impaired physical state due to drugs or alcohol while on duty. Descriptions and examples of impaired behavior or behavior which may be considered a manifestation of impairment include but are not limited to the following:

1) Accidents or Injuries:

When a Village Police officer is involved in an on-the-job accident or injury, including vehicle accidents, the supervisor investigating the accident or injury will, as part of the investigation, evaluate the Police officer's appearance and behavior and/or the circumstances of the accident. A drug and alcohol screen test may be required where there is reason to believe that the Police officer may have been impaired by use of drugs or alcohol. Supervisors should seek to corroborate their observations when reasonably possible. Refusal of a Police officer to comply with an order to submit to drug and alcohol screening will be considered as a refusal of a direct order and will constitute cause for discharge.

2) Performance:

When a Police officer is observed to be acting in a manner that can be considered unusual or inappropriate, or where the Police officer exhibits some common traits of impairment, a drug and/or alcohol screening test may be required. Examples of such behavior may include, but are not necessarily limited to: Lower productivity; performance of unsafe acts on the job; peculiar accidents or damage to property; overreaction to criticism; mood swings; mistakes due to poor judgment; improbable excuses for poor work patterns; patterns of or excessive amounts of absenteeism and tardiness; and unexplained or sudden absence from the work site. Other signs of impairment may be evidenced in the Police officer's demeanor such as slurred speech; unsteady

gait; dilated pupils; unsure or tentative movements; smell of alcohol or drugs; and other unexplainable or unusual action which may seek to hide any suspected use of drugs or alcohol. The supervisor when possible should seek to corroborate his observations that lead to a reasonable suspicion of impairment or use of drugs and/or alcohol. Impaired performance may not necessarily arise from a single incident but may be observed over a period of time, i.e., lowered job efficiency, varying productivity patterns, longer or more frequent breaks. The supervisor should ordinarily discuss his evaluation and the basis for his suspicion with the Police Chief (if applicable), the Human Resources Director, or the Village Manager before a drug and alcohol-screening test is ordered. At times when the above-listed persons are not available or at times outside of regular business hours, the supervisor has the authority to order the Police officer to submit to a drug and alcohol-screening test. Refusal of a Police officer to comply with an order for drug and/or alcohol screening will be considered a refusal of a direct order and will constitute cause for discharge.

c. Random:

The Village may randomly test police officers for drugs and alcohol, so long as no officer is randomly tested more than four (4) times in any rolling twelve (12) month period.

3) Third Party Reports:

When a report is received of drug or alcohol use by a Police officer, the supervisor or department head shall conduct an investigation as may be appropriate. If from the results of such investigation, the supervisor reasonably suspects that the Police officer may be impaired by or under the influence of drugs and/or alcohol or may have used drugs and alcohol in a manner in violation of the Rules of this policy, a drug and/or alcohol screening test may be ordered. Refusal

of a Police officer to comply with an order for drug and alcohol screening will be considered a refusal of a direct order and will constitute cause for discipline, including a possible recommendation of discharge.

4) When there is suspicion of impairment, the supervisor shall order an immediate drug and/or alcohol test. Within 72 hours, the supervisor shall document in writing the bases for his suspicion concerning impairment, which will be given to the Officer upon request. This does not preclude the supervisor or the Village from preparing a more extensive report later.

a. Status of Police Officer Following Order for Screening:

When a drug and alcohol screening test is ordered, the Police officer will be removed from duty and placed on leave with or without pay (depending upon the circumstances) pending the results of the examination.

b. Policy/Rule Violations:

Violations Which Do Not Result In or Require A Drug/Alcohol Screen: These violations may be considered cause for discipline or recommendation for discharge:

Possessing or selling drugs on or off duty, unless such actions are authorized in the course of official investigations or arrests.

Using drugs, or consuming alcohol just before or while on duty, unless such actions are authorized in the course of official investigations or arrests.

2. Consequences of Confirmed Positive Drug/Alcohol Screen:

a. Discharge of Police officers with a First Confirmed Positive Drug/Alcohol Screen:

The Village may recommend discharge of any Police officer with a first confirmed positive test result where the Police officer is also involved in or reasonably suspected of involvement in the possession or sale of drugs, or is found or is reasonably suspected of using or consuming drugs

and/or alcohol while on or just before duty.

b. Referral for Treatment:

Police officers other than as set forth above with a first confirmed positive drug and/or alcohol screen may be referred to a program for diagnosis and possible treatment. Discipline may also be imposed as warranted under the circumstances (i.e., misconduct or impaired performance on the job). Police officers applying for promotion or transfer will also be considered ineligible for the position sought based upon a first positive test result and may be referred for diagnosis and treatment. Police officers seeking to return from leave status will not be considered for reinstatement to their positions until after a report is received evaluating the Police officer's problem and plan for treatment.

Exception: No Police officer with a second confirmed positive drug and/or alcohol screen will be eligible for referral to treatment, whether such test result arises from a second, separate incident, or additional testing during or after any treatment and diagnosis.

c. Discharge of Police officers with a Second Confirmed Positive Drug/Alcohol Screen:

While the Village may recommend discharge of a Police officer with a first confirmed positive drug and/or alcohol screen, the Village will recommend discharge of any Police officer with a second confirmed positive drug and/or alcohol screen arising from a second separate incident or from violation of the Police officer's treatment, conditions, or following completion of the treatment process. This action will be taken whether or not the Police officer has been or is currently in treatment.

3. Independent Testing:

When a Police officer has been tested pursuant to this Policy and there are confirmed positive results, the Police officer may request that an amount of the original specimen be

submitted for an independent test. The Police officer must request and complete the independent test within ten (10) days of the date of notice of the test results. The independent test shall be at the Police officer's expense, shall use the same testing process used by the Village or its laboratory, and shall be performed by a laboratory acceptable to the Village. The result of such independent test will be taken into consideration when the Village evaluates an individual case.

4. Testing Procedure:

The Village will utilize a reputable testing laboratory and/or medical facility that is licensed pursuant to the Illinois Clinical Laboratory Act or that has been or is capable of being accredited by the Substance Abuse and Medical Administration of the Department of Health and Human Services (SAMSHA) to collect and analyze specimens of blood and urine. A chain of custody procedure will be utilized. All initial positive urine drug screens will be confirmed through GC/MS test (gas chromatography, mass spectroscopy). Positive thresholds will be set high enough so that persons who have not actually ingested drugs themselves should not test positive. Where there is a suspicion of alcohol use, a blood screen will be used; breathalyzer tests shall not be used.

5. Confidentiality of Results:

To protect the privacy of the individual tested, the results of drug and alcohol screening tests will be released only to the Police officer involved, other personnel designated by the Village Manager, treatment professionals, and the Human Resources Director and Village

Manager. The Police Chief will be informed of the results so that any other appropriate action can be taken. Results of drug and alcohol screening will be treated as highly confidential, and will be disseminated to others with a need to know only in order to recommend, take or approve actions relating to this Policy. Where there is no need to be informed of the specific findings, only the fact of a confirmed positive result will be reported to the above parties.



E. Referral And Treatment:

1. Mandatory Referral:

Police officers may be referred for diagnosis and possible treatment except 1) where the violation involves the sale or possession of drugs; 2) where the Police officer is found using or consuming alcohol or drugs while on or just prior to duty; or 3) the violation involves a probationary Police officer.

2. Voluntary Treatment and Counseling:

Police officers who come forward to request referral for treatment or leaves of absence for treatment will not thereby subject themselves to discipline; Police officers may not, however, escape discipline by first requesting such treatment or leaves after being selected for testing, or after they are suspected of involvement in the sale or possession of drugs or consumption of alcohol or drugs while on duty. Requests for voluntary treatment and related matters will be kept confidential. A Police officer who feels he or she may have a substance abuse problem is urged to contact the Human Resources Director for a referral for diagnosis. Police officers will not be disciplined or retaliated against for requesting such assistance. Such requests will be kept confidential.

3. Evaluation, Development of Treatment Plan, and Reassignment:

An evaluation of the Police officer will be made at the designated treatment facility, and a treatment plan may be developed, where necessary, based on the recommendations of the treatment professionals. Such treatment plan may include referral to an outside treatment facility or program. As part of the evaluation, the evaluating treatment professional, in consultation with the Human Resources Director and Chief of Police, may request a Police officer to be reassigned to a different

position or to different job duties, or to take a leave of absence for a reasonable period of time. Work assignments may be made pursuant to the Village's light duty policy. Reassignment may also be limited or denied in the discretion of the Village Manager in view of the Village's operating requirements.

The treatment professional assigned to a Police officer's case or the Human Resources Director will ordinarily maintain contact with the Police officer, the treatment provider, and the Chief of Police to monitor progress. As a condition of continued employment, the Police officer will be required to cooperate in and comply with all aspects of the treatment program (including referrals for additional treatment), undergo unannounced periodic drug and/or alcohol screening, successfully complete all aspects of prescribed treatment and remain free of drug and alcohol use, and sign an agreement consenting to said conditions. Failure to comply with these conditions of continued employment shall be deemed a breach of the conditions and cause for discharge by the Chief of Police or his designee(s). Moreover, confirmed positive test results from a periodic drug and/or alcohol screen during treatment will be cause for discharge by the Chief of Police or his designee(s).

#### 4. Follow-Up Testing:

Following the successful completion of the treatment program, as determined by the Village Manager and Human Resources Director in consultation with the treatment professionals, the Police officer will be subject to periodic, unannounced drug and alcohol screening for a period of one year. Confirmed positive results on such a check will be cause for a recommendation of discharge. Refusal of a Police officer to cooperate in any prescribed additional treatment and testing following initial successful completion of the treatment program will likewise be cause for a recommendation of discharge.

5. Treatment Costs:

Participation in a treatment plan or program will be at the Police officer's cost, utilizing health insurance coverage where available. Police officers who continue to work or have available sick leave benefits will remain in pay status during treatment until or unless such benefits expire. Police officers who do not have sick leave available and are required to undergo treatment without being allowed to work may be required to take an unpaid leave of absence pursuant to any restrictions or guidelines established for such leave at the time it is allowed.