

LABOR AGREEMENT

Between

VILLAGE OF WESTERN SPRINGS

And

**METROPOLITAN ALLIANCE OF POLICE,
WESTERN SPRINGS SERGEANTS CHAPTER #456**

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AGREEMENT

This Agreement is made and entered into by and between the Village of Western Springs (hereinafter referred to as the “Village”) and the Metropolitan Alliance of Police Chapter 456 (hereinafter referred to as the “Chapter”).

It is the intent and purpose of this Agreement to set forth the parties’ entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the Village; to encourage and improve efficiency and productivity; to maintain the highest standards of personal integrity and conduct at all times; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I

RECOGNITION AND REPRESENTATION

Section 1. Recognition.

The Village recognizes the Chapter as the sole and exclusive bargaining representative for all sworn full-time peace officers in the rank of sergeant (hereinafter referred to as “officers,” “sergeants,” or “employees”), but excluding all sworn peace officers below and above the rank of sergeant any employees excluded from the definition of “peace officer” as defined in Section 3(k) of the Illinois Public Labor Relations Act, and all other managerial, supervisory, confidential and professional employees as defined by the Act, as amended.

Section 2. Chapter’s Duty of Fair Representation.

The Chapter agrees to fulfill its duty to fairly represent all employees in the bargaining unit. The Chapter further agrees to indemnify and hold harmless the Village from any and all

liability, including monetary damages, which result from any failure on the part of the Chapter to fulfill its duty of fair representation.

Section 3. Chapter Officers.

The Village recognizes the right of bargaining members to select Chapter officers. The Chapter shall provide the Director of Law Enforcement Services with the names of the Chapter officers. The Chapter President shall be deemed to be the Chapter's official spokesperson. The Chapter President shall not be permitted to conduct Chapter business during working hours without the specific advance approval of the Director of Law Enforcement Services or his designee.

ARTICLE II

NON-DISCRIMINATION

In accordance with applicable law, neither the Village nor the Chapter shall discriminate against any employee covered by this Agreement because of race, sex, age, religion, creed, color or national origin. Any dispute concerning the interpretation and application of this paragraph shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

Notwithstanding the other provisions of this Agreement, the parties agree that the Village may take reasonable actions necessary to comply with the Americans with Disabilities Act. Nothing contained herein is intended to preclude a grievance alleging that an action by the Village is not necessary to comply with the Americans with Disabilities Act.

ARTICLE III

CHAPTER RIGHTS

Section 1. Dues Checkoff.

During the term of this Agreement the Village will deduct from each employee's last paycheck each month the uniform, regular Chapter dues for each employee in the bargaining unit who has filed with the Village a lawfully written authorization form.

The actual dues amount deducted, as determined by the Chapter, shall be uniform for each employee in order to ease the Village's burden in administering this provision. The Chapter may change the fixed uniform dollar amount once each year during the life of this Agreement by giving the Village at least thirty (30) days' notice of any change in the amount of the uniform dues to be deducted, The Village will forward the dues deducted to the person designated by the Chapter.

If an employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the Chapter shall be responsible for collection of dues. The Chapter agrees to refund to the employee any amounts paid to the Chapter in error on account of this dues deduction provision.

Section 2. Indemnification.

The Chapter shall indemnify and hold harmless the Village, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that 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 Section 1 of this Article, provided that the claim is not initiated or prosecuted by the Village. If it should be ruled by a court of competent jurisdiction that this indemnification

clause, or any part of it, is void as against public policy, then Section 1, Dues Deduction shall each become null and void and shall no longer be considered a part of this Agreement.

Section 3. Chapter Use of Bulletin Board.

The Village will make available space on a bulletin board for the posting of official Chapter notices of a non-political, non-controversial nature, but only after such notices have been submitted to and approved by the Director of Law Enforcement Services or his designee for posting. Such approval shall be noted on the posting, along with the date it was approved and the period of time that the notice will be posted. Except as provided in this Section, there shall be no distribution or posting of Chapter materials of any kind on Village property.

Section 4. Access to Village Premises.

Duly authorized Chapter business representatives will be permitted reasonable access to the premises of the Village for the purpose of representing employees pursuant to the provisions of this Agreement. These business representatives will be identified to the Director of Law Enforcement Services or his designee in a manner suitable to the Director of Law Enforcement Services or his designee and on each occasion will first secure the approval of the Director of Law Enforcement Services or his designee to enter and conduct their business as not to interfere with Village operations. If such approval is granted, the Director of Law Enforcement Services or his designee shall designate the area where such business is to be conducted and the period of time provided for such purpose. The Chapter will not abuse the privileges granted by this Section, and access to Village premises shall at all times be subject to general department rules applicable to non-employees.

ARTICLE IV

LABOR-MANAGEMENT COMMITTEE

At the request of either party, the Chapter President and the Director of Law Enforcement Services or their designees shall meet at least quarterly to discuss matters of mutual concern that do not involve negotiations. The Chapter President may invite other bargaining unit members (not to exceed two) to attend such meetings. The Director of Law Enforcement Services may invite other Village representatives (not to exceed two) to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least seven (7) days prior to the date of the meeting. Employees scheduled to work will notify the Director of Law Enforcement Services prior to their attendance at a meeting and if such attendance is approved, the employee will be permitted to attend the meeting during his regular hours of work with no loss of pay.

A Labor-Management Committee meeting shall not be used for the purpose of discussing any matter that is being processed pursuant to the grievance procedure set forth in this Agreement or for the purpose of seeking to negotiate changes or additions to this Agreement.

ARTICLE V

GRIEVANCE PROCEDURE

Section 1. Definition.

A “grievance” is defined as a dispute or difference of opinion raised by an employee against the Village involving an alleged violation of an express provision of this Agreement. In the event that a covered employee elects to dispute his or her discharge by pursuing a grievance under the grievance and arbitration procedure of this Agreement, then that grievance shall advance directly to Arbitration.

Section 2. Procedure.

The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

- STEP 1: Any employee who has a grievance shall submit the grievance in writing to the employee's immediate non-bargaining unit supervisor (currently Deputy Chief), specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than fourteen (14) calendar days from the date of the first occurrence of the matter giving rise to the grievance or within fourteen (14) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The immediate non-bargaining unit supervisor (currently Deputy Chief) shall render a written response to the grievant within five (5) business days after the grievance is presented.
- STEP 2: If the grievance is not settled at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Director of Law Enforcement Services within five (5) business days after receipt of the Village's answer at Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Director of Law Enforcement Services, or his designee, shall investigate the grievance and, in the course of such investigation, the Director of Law Enforcement Services or his designee and other Village representatives (not to exceed two additional Village representatives) shall offer to discuss the grievance within five (5) business days with the grievant and an authorized representative of the Chapter at a time mutually agreeable to the parties. If either party intends to bring an attorney to the Step 2 meeting, that party shall notify the other party in advance of the meeting. If no settlement of the grievance is reached, the Director of Law Enforcement Services, or his designee, shall provide a written answer to the grievant and the Chapter within five (5) business days following their meeting.
- STEP 3: If the grievance is not settled at Step 2 and the Chapter desires to appeal, it shall be referred by the Chapter in writing to the Village Manager within five (5) business days after receipt of the Village's answer at Step 2.

Thereafter, the Village Manager or his designee and the Director of Law Enforcement Services or other appropriate individual(s) as desired by the Village Manager (not to exceed three) shall meet with the grievant and a Chapter representative and other appropriate individuals as desired by the Chapter representative (not to exceed three) within fifteen (15) business days of receipt of the Chapter's appeal. If no agreement is reached, the Village Manager or designee shall submit a written answer to the grievant and Chapter within ten (10) business days following the meeting.

Section 3. Arbitration.

If the grievance is not settled in Step 3 and the Chapter wishes to appeal the grievance from Step 3 of the grievance procedure, the Chapter may refer the grievance to arbitration, as described below, within fifteen (15) business days of receipt of the Village's written answer as provided to the Chapter at Step 3:

- (a) In the absence of agreement on a neutral arbitrator, the parties shall file a joint request with the Federal Mediation & Conciliation Service ("FMCS") for a panel of seven (7) arbitrators from which the parties shall select a neutral arbitrator. The parties agree to request the FMCS to limit the panel to members of the National Academy of Arbitrators who shall be from Illinois, Wisconsin or Indiana with a business office in Illinois. Both the Village and the Chapter shall each have the right to reject one panel in its entirety within seven (7) calendar days of its receipt and request that a new panel be submitted. Both the Village and the Chapter shall have the right to strike three (3) names from the panel. The party requesting arbitration shall strike the first three (3) names and the other party shall then strike three (3) names. The remaining person shall be the arbitrator.
- (b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Chapter and Village representatives.
- (c) The Village and the Chapter shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Chapter retain the right to employ legal counsel.
- (d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (e) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.

- (f) The fees and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the Village and the Chapter; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 4. Limitations on Authority of Arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at Step 1. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws. The arbitrator shall have no authority to award monetary relief that is retroactive to any period of time more than fourteen (14) calendar days earlier than either the date on which the grievance was filed or the date on which the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. Any decision or award of the arbitrator rendered within the limitations of this Section 4 shall be final and binding upon the Village, the Chapter and the employees covered by this Agreement.

Section 5. Time Limit for Filing.

No grievance shall be entertained or processed unless it is submitted at Step 1 within fourteen (14) calendar days after the first occurrence of the event giving rise to the grievance or within fourteen (14) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. A “business day” is defined as a calendar day exclusive of Saturdays, Sundays or holidays observed by the Village.

If a grievance is not presented by the employee within the time limits set forth above, it shall be considered “waived” and may not be pursued further. 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 aggrieved employee may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article. Time limits will be automatically extended if the supervisor or other person responsible for responding to a grievance is on vacation or is otherwise unavailable for four (4) weeks or less.

Section 6. Election of Grievance Arbitration for Discipline.

Prior to imposing discipline, the Chief of Police or the Chief’s designee will set a meeting with the employee to advise the employee of the proposed discipline and the factual basis therefore, in writing. At the employee’s request, the employee shall be entitled to Union representation at that meeting. After the conclusion of said meeting, the Chief or the Chief’s designee will issue a Decision to Discipline, in writing, as to the proposed discipline (“Decision to Discipline”), to the affected employee and the Union. At the employee’s option, disciplinary action against the employee may be contested either through the arbitration procedure of this Agreement or through the Board of Fire and Police Commissioners (“BOFPC”), but not both. In order to exercise the arbitration option, an officer must execute an Election, Waiver and Release form (“Election Form” attached as Appendix E). This Election Form and disciplinary process is not a waiver of any statutory or common law right or remedy other than as provided herein. The

Election Form shall be given to the officer by the employer, at the time the officer is formally notified of the Decision to Discipline.

The employee shall have three (3) calendar days to submit a copy of the Election Form and Decision to the Union for approval to arbitrate the discipline. The Union shall have an additional seven (7) calendar days to approve or deny the request for arbitration. If the Union authorizes an arbitration concerning the discipline, it shall notify the Chief or the Chief's designee in writing of the intent to arbitrate within ten (10) calendar days of the issuance of the Decision to Discipline. If approved by the Union for arbitration, the Election Form shall constitute a grievance which shall be deemed filed at the arbitration step of the grievance procedure. When a grievance is elected, the arbitrator will determine whether the discipline was imposed with just cause, and whether the discipline was excessive. If the arbitration is not approved by the Union within ten (10) calendar days of the Decision to Discipline, or is not elected by the employee, the employee retains his rights to appeal discipline before the Village of Western Springs Fire & Police Commission in accordance with the Illinois Municipal Code, Division 2.1, Board of Fire and Police Commissioners, 65 ILCS 5/10-2.1 *et seq.*, as amended.

ARTICLE VI

NO STRIKE-NO LOCKOUT

Section 1. No Strike.

Neither the Chapter nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit down, stoppage of work, refusal to perform overtime, abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass absenteeism, refusal to cross a picket line or any other intentional interruption or disruption of the operations of the Village, regardless

of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. In such event, neither the affected employee or employees nor the Chapter shall have recourse to the grievance and arbitration procedure set forth in this Agreement.

Section 2. Responsibility of Chapter.

Should any activity proscribed in Section 1 of this Article occur, which the Chapter has or has not sanctioned, the Chapter shall immediately:

- A. Publicly disavow such action by the employees or other persons involved;
- B. Advise the Village in writing that such action is not sanctioned by the Chapter;
- C. Notify the employees, including written notification, stating that it disapproves of such action and instructing all employees to cease such action and return to work immediately; and
- D. Take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the Village to accomplish this end.

Section 3. Responsibility of Chapter Representatives.

All employees covered by this Agreement who hold a position of steward, or other position of authority and trust in the Chapter, occupy a position of special trust and responsibility in maintaining and bringing about compliance with this Agreement, including the responsibility to remain at work during any activity proscribed in Section 1 of this Article and to encourage any such employees to return to work.

Section 4. No Lockout.

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

ARTICLE VII

SENIORITY, LAYOFF AND RECALL

Section 1. Definition of Seniority.

Seniority shall be based on the length of time from the last date of beginning continuous full-time employment as a sworn sergeant in the Police Department of the Village. Conflicts of seniority shall be determined on the basis of the order of the officers on the Fire and Police Commission promotion list, with the sergeant higher on the list being the more senior.

Section 2. Probationary Period.

All newly promoted sergeants shall be considered probationary employees until they complete a probationary period of twelve (12) months of work. During an employee's probationary period the employee may be reduced in rank at the sole discretion of the Village. No grievance shall be presented or entertained in connection with the reduction in rank of a probationary employee.

Section 3. Seniority List.

On or before January 1 each year, the Village will post a seniority list setting forth each employee's seniority date. In addition, the Village shall send a copy of the list to the Chapter. Unless the Village is advised in writing of any alleged error in the list within thirty (30) calendar days after the list is posted, the list shall be deemed binding on both the Chapter and all employees.

Section 4. Layoff.

The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their length of service as provided in Illinois Statute (65 ILCS 5/10-2.18).

Section 5. Recall.

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

Employees who are eligible for recall shall be given two (2) calendar weeks' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Chapter, provided that the employee must notify the Director of Law Enforcement Services or his designee of his intention to return to work within three (3) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Director of Law Enforcement Services or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice his name shall be removed from the recall list.

Section 6. Effects of Layoff.

During the period of time that non-probationary employees have recall rights as specified above, the following provisions shall be applicable to any non- probationary employees who are laid off by the Village:

1. An employee shall be paid for any earned but unused vacation days.
2. An employee shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for single and, if desired, family coverage.
3. If an employee is recalled, the amount of accumulated sick leave days that the employee had as of the effective date of the layoff shall be restored.
4. Upon recall, the employee's seniority shall be adjusted by the length of the layoff

Section 7. Termination of Seniority.

Seniority and the employment relationship shall be terminated for all purposes if the employee:

- (a) quits;
- (b) is discharged and the separation is not reversed;
- (c) retires (or is retired should the Village adopt and implement a legal mandatory retirement age);
- (d) falsifies the reason for a leave of absence;
- (e) fails to report to work at the conclusion of an authorized leave of absence or vacation;
- (f) is laid off and fails to notify the Director of Law Enforcement Services or his designee of his intention to return to work within three (3) calendar days after receiving notice of recall or fails to return to work within two (2) working days after the established date for the employee's return to work;
- (g) is laid off for a period in excess of two (2) years; or
- (h) is absent for three (3) consecutive working days without authorization.

ARTICLE VIII

HOURS OF WORK AND OVERTIME

Section 1. Application of Article.

This Article is intended only as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day, per week, or per work cycle, and nothing herein shall preclude the Village from restructuring the normal workday, work week or work cycle. It is the Village's intent that such changes will not occur frequently.

Section 2. Normal Workday.

The normal workday for employees shall be between eight (8) and twelve (12) hours, at the discretion of the Police Chief or his designee. The Police Chief shall identify the starting

time of the shift. An eight (8) hour workday will include two (2) paid 15-minute break periods and one (1) paid 30-minute meal break taken at times approved by the immediate supervisor. A twelve (12) hour workday will include two (2) 30-minute meal breaks and two (2) 15-minute breaks taken at times approved by the immediate supervisor. Employees remain subject to call during all break times and the fact that employees are not able to take said breaks as a result of calls or the assignment of other duties shall not result in the payment of any overtime, compensatory time or additional compensation.

Section 3. Normal Work Cycle.

The normal work cycle for employees covered by this Agreement shall be 28 days.

Section 4. Changes in Normal Workday or Normal Work Cycle.

The sergeants' work schedule shall be identified and made available to employees annually.

Should it be necessary in the Village's judgment to temporarily establish schedules departing from the normal workday, the normal work week or the normal work cycle, or to change the shift schedule of an employee or employees, the Village will give, if practicable, at least 24 hours' advance notice of such change to all employees affected by such change.

Once the patrol sergeant schedule is established, the departmental patrol sergeant schedule/workday will only be permanently changed due to an emergency or identified operational need as determined by the Director (e.g., loss of manpower, multiple officers with sick/injured/leave status, civil emergency, lack of hiring list, unwillingness of officers to work overtime, significant change in staffing, reduction-in-force, more efficient service to citizens or other factors of a like magnitude). Should the Director of Law Enforcement Services or his designee, in his discretion, decide to change the normal work schedule/work day for patrol, the

Director of Law Enforcement Services, will generally provide, at minimum 14 calendar days' notice to the Union and, upon request of the Union, within five (5) calendar days, provide the Union an opportunity to discuss such changes, including alternatives, and the effect upon the employees.

The parties recognize that the normal workday and work week of an employee assigned to a specialty assignment necessarily varies depending on the needs of the Department and that from time to time it will be necessary to change with very little, if any, advance notice.

Section 5. Overtime Pay.

Employees shall be paid overtime at 1-1/2 times their regular straight-time hourly rate of pay in accordance with the policies in effect prior to the effective date of this Agreement.

Section 6. Court Time.

Employees who are required to make a court appearance outside their normal hours of work (i.e., hours not contiguous to their normal shift or on a day not regularly scheduled) shall be paid time and one-half their regular straight-time hourly rate of pay for all hours worked outside their normal shift, with a guarantee of two hours' pay at time and one-half. For the purposes of this Section, a "court appearance" shall be defined as a required appearance arising out of an employee's official duties and responsibilities before a court, judge, justice, medical examiner or magistrate. Effective upon signing, unless otherwise established and approved by the Deputy Chief, employees shall be credited with thirty (30) minutes of travel time both to and from court, unless the travel time overlaps into the employee's regular workday.

Section 7. Call in Pay.

An employee who is called back to work before or after his normal hours of work (i.e., hours not contiguous to his normal shift) will be paid 1-1/2 times his regular straight-time hourly

rate of pay for all hours worked outside his normal hours of work, with a minimum of two (2) hours' compensation or his actual time, whichever is greater. This section shall not be applicable to overtime which is scheduled at least 24 hours in advance of the time worked or for a callback where an employee is called back to correct an error or omission which is determined by the Director of Law Enforcement Services or his designee to require correction/completion before the employee's next scheduled shift.

Section 8. Pay for Working on Holidays.

A sergeant will be paid one and one-half (1-1/2) times the sergeant's regular straight-time hourly rate of pay for all hours actually worked on a holiday outlined below:

New Year's Day	Labor Day
Martin Luther King Birthday	Thanksgiving Day
President's Day	Friday after Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day

Effective January 1, 2019, regardless of whether a sergeant works on a holiday, a sergeant in pay status will be paid straight-time for eight hours for each of the holidays outlined above.

Section 9. Compensatory Time.

If the Director of Law Enforcement Services decides from time to time to permit an employee to accrue compensatory time in lieu of overtime pay, the employee shall then have the option of taking compensatory time or being paid at the applicable hourly rate for the overtime hours in question. An employee will not be permitted to accrue more than forty (40) hours of compensatory time at any one time. While employee wishes will be considered, the scheduling of compensatory time shall be subject to the paramount needs of the Department as determined by the Director of Law Enforcement Services or his designee. Accrued compensatory time shall, if practicable, be used within the same calendar year in which it has been accrued. If, however,

compensatory time cannot be scheduled in the calendar year, it shall be paid out at the employee's regular straight-time hourly rate of pay. Such compensation shall be paid by March 31 or be carried over to the next contract year.

Effective upon signing, either compensatory time or overtime pay, at the officer's direction, shall be granted for all required training that occurs during off-duty hours.

Section 10. Distribution of Overtime.

Distribution of overtime will be as follows:

- (a) If an oncoming shift is understaffed, Dispatch will call the most senior officer (including all sergeants) who is on the opposite day off. If no such officer (including sergeants) is available, in order of seniority, volunteers will be asked to stay over. If no officer (including sergeants) volunteers, the least senior officer will be ordered to stay to cover the first half of the shift. The least senior officer from the next shift will then be ordered to cover the remainder of the shift.
- (b) Scheduled overtime more than 24 hours in advance, including any outside details, will be distributed on a rotating seniority basis.

Should a sergeant demonstrate that he has been wrongly denied an overtime opportunity, his sole remedy will be the opportunity to work the next available overtime in accordance with the procedure in effect.

Section 11. Roll Call Preparation Time.

Sergeants will be compensated for roll call preparation in accordance with the 28-day FLSA work cycle referenced in Section 3 above. Roll call preparation time outside the regular work schedule must be approved by the Police Chief or his designee.

Section 12. Shift Preference.

Annually, the Chief will request that sergeants submit a request to the Police Chief or his designee, on a form provided by the Police Department, to be assigned to a particular shift. The Police Chief shall make the final decision on the shift assignment and days off, based upon

operational considerations, seniority and qualifications. Nothing contained herein shall preclude the Police Chief from later reassigning an employee or employees to another shift.

Section 13. No Pyramiding.

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

ARTICLE IX

LEAVES OF ABSENCE

Section 1. Sick Leave.

An employee shall be granted one day of sick leave for each full calendar month of employment that an employee is on the active payroll, provided that the number of sick leave days shall not exceed 240 days at any one time and employees shall not earn sick leave for any month that an employee is off on sick leave for the entire month or any paid absence in excess of six (6) consecutive months. Sick leave shall be allowed only when the employee is actually sick or disabled, there is illness in the employee's family (i.e., spouse, child, parent, or a member of the employee's household) which requires the employee's presence, or, with the prior approval of the Director of Law Enforcement Services or his designee, for a doctor's appointment. A maximum of twelve (12) sick days per calendar year may be used for an illness in the employee's immediate family.

In the event an employee is unable to work due to illness as provided above, the employee must notify his immediate supervisor at least one (1) hour prior to the start of his scheduled shift. The failure to provide such notification will result in the employee being off without pay. A doctor's statement or other documentation justifying the absence shall be provided for any use of sick leave of three (3) or more consecutive days, unless specifically excused by the Director of Law Enforcement Services or his designee. An employee must also

provide medical documentation of his fitness to return to duty. If the employee does not supply such statement/documentation or if the statement/documentation is not deemed satisfactory, the request for sick leave shall be denied and the time off shall be without pay.

It is specifically agreed that the Village retains the right to investigate sick leave usage and, if an employee is suspected of abuse, or if the employee has prolonged and/or frequent absences, or a pattern of sick leave usage develops, to take corrective action. Such corrective action may include but shall not be limited to, requiring medical documentation from the employee's physicians, counseling or discipline or an examination by a medical practitioner designated by the Village.

Section 2. Bereavement Leave.

An employee may be granted a bereavement leave of absence of up to three (3) days without loss of pay in cases of death of a member of the employee's family, defined as the employee's spouse, child, father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, or other relative that the Village Manager may on a case-by-case basis approve. The purpose of such leave shall be to attend the funeral (including making arrangements for the funeral) in case of death.

Section 3. Other Leaves of Absence.

Employees shall have the right to request leaves of absence, including family and medical leave, pursuant to the Family and Medical Leave Act of 1993, in accordance with such terms and conditions as may be specified from time to time in the personnel policies that are applicable to Village employees generally.

Section 4. Non-Employment Elsewhere.

A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Any employee who engages in employment elsewhere (including self-employment) while on any leave of absence as provided by above may be immediately terminated by the Village. This provision shall not be applicable to a continuation of employment (including self-employment) that the employee had prior to going on an approved leave of absence, as long as there is no significant expansion of such employment (including self-employment) and the employment is not inconsistent with any medical restrictions or the purpose of the unpaid leave or unless approved in writing by the Village Manager. Such approval shall not be unreasonably denied.

ARTICLE X

VACATIONS

Section 1. Eligibility.

The amount of vacation time which an employee is eligible to receive shall be based upon the years of continuous service in a position covered by this Agreement in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Bi-Weekly Hours Earned</u>	<u>Total Hours of Vacation Per Year</u>
Hire thru 6 years	6.15	160
7 thru 12 years	7.69	200
13 years and beyond	9.23	240

The foregoing number of vacation days includes holidays and shall be in lieu of time off for holidays and holiday pay.

Effective with the pay period that includes January 1, 2019, the amount of vacation time which an employee is eligible to receive shall be based upon the years of continuous service in a position covered by this Agreement in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Bi-Weekly Hours Earned</u>	<u>Total Hours of Vacation Per Year</u>
Hire thru 6 years	3.08	80
7 thru 12 years	4.62	120
13 years and beyond	6.16	160

Section 2. Vacation Eligibility.

Vacation shall not accumulate during any pay period when the employee is in unpaid status for the entire pay period or during any paid absence in excess of six (6) consecutive months.

Section 3. Vacation Pay.

Vacation pay shall be paid at the rate of the employee's regular straight time hourly rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation. Effective January 1, 2009, an employee shall have the option of buying back up to forty (40) hours of earned and unused vacation time annually, payable on a separate check by December 1 of any year. Any request for vacation buy back must be submitted by November 1 of the applicable year.

Section 4. Vacation Scheduling.

Vacations shall be scheduled insofar as practicable at times desired by each employee, with the determination of preference being made on the basis of an employee's length of continuous service in accordance with the following: By February 1 all employees by shift shall make their first choice for vacations of not less than five consecutive working days nor more than 10 consecutive working days unless the Director of Law Enforcement Services has specifically approved more than 10 consecutive working days. For the purposes of this Section

only, the shift sergeant shall be considered to be the most senior employee on the shift for vacation scheduling purposes as set forth in this Section.

Additional vacation days shall be scheduled at least three calendar days in advance (unless shorter notice is approved by the Director of Law Enforcement Services or his designee) on a first come, first serve basis and must be taken in full day increments.

It is expressly understood that the final right to designate vacation periods and the maximum number of employee(s) who may be on vacation at any time is exclusively reserved by the Director of Law Enforcement Services in order to insure the orderly performance of the services provided by the Village; provided, however, if an employee is precluded from taking one or more vacation days as previously scheduled because of departmental needs, the employee will be permitted to carry over said vacation days to the next year and not be forced to forfeit them, notwithstanding the provisions of Section 5 below.

Section 5. Limitation on Accumulation of Vacation.

Earned vacation is generally to be taken in the year in which it is earned. At the sole discretion of the Director of Law Enforcement Services, earned vacation may accumulate, but only to a maximum of one and one-half years at any one time. Any accumulated vacation over one and one-half years shall be forfeited.

Section 6. Personal Days.

Each employee covered by this Agreement who was employed on or before December 31 shall be granted three (3) personal days (at eight (8) hours per day) for use during the following calendar year. The personal days must be scheduled at least three (3) days in advance.

ARTICLE XI

SALARIES

Section 1. Salaries.

Effective April 1, 2017, employees shall be paid on the basis of the following minimum annual salaries for each of the following steps.

Probationary	\$ 93,527.46
A	\$ 95,720.78
B	\$ 97,914.70
C	\$ 100,108.31

This salary increase shall be retroactive to April 1, 2017 or the date of promotion to the rank of sergeant (for employees promoted thereafter) for all sergeants still on the active payroll of the Village on the effective date of this Agreement.

Effective April 1, 2018, employees shall be paid on the basis of the following minimum annual salaries for each of the following steps.

Probationary	\$ 95,865.64
A	\$ 98,113.80
B	\$ 100,362.56
C	\$ 102,611.02

This salary increase shall be retroactive to April 1, 2018 or the date of promotion to the rank of sergeant (for employees promoted thereafter) for all sergeants still on the active payroll of the Village on the effective date of this Agreement.

Retroactive payments shall be paid on a separate check within thirty (30) days of execution by both parties.

Effective April 1, 2019, employees shall be paid on the basis of the following minimum annual salaries for each of the following steps.

Probationary	\$ 98,262.28
A	\$ 100,566.64
B	\$ 102,871.63
C	\$ 105,176.30

Effective April 1, 2020, employees shall be paid on the basis of the following minimum annual salaries for each of the following steps.

Probationary	\$ 100,718.84
A	\$ 103,080.81
B	\$ 105,443.42
C	\$ 107,805.70

Within thirty (30) days following execution of the Agreement by both parties, each sergeant shall be paid a \$200 signing bonus, less applicable taxes and withholdings.

Section 2. Step Advancement.

Beginning after April 1, 2010, advancement from the Probationary Step to Step A shall be upon successful completion of the probationary period and advancement From Step A to Step B and Step B to Step C shall be at twelve month intervals.

To be eligible for step advancement the employee must meet departmental standards during the evaluation period, provided that the employee shall not be arbitrarily denied a step advancement.

Section 3. Superior Performance Stipend.

In addition to the foregoing salary schedules, any non-probationary employee shall be eligible to receive a Superior Performance Stipend in an amount determined in the sole discretion of the Village Board. Receipt of such additional pay for one fiscal year does not guarantee that the employee will continue to receive such additional pay in future years.

ARTICLE XII

INSURANCE

Section 1. Insurance.

The hospitalization and medical insurance program (including a PPO and HMO alternative) in effect when this Agreement is ratified shall be continued during the term of this Agreement; provided, however, the Village retains the right to change insurance carriers, PPO's, HMO's, or to self insure (as a stand alone entity or with a group of municipalities) as it deems appropriate, so long as the new basic coverage and new basic benefits are relatively similar to those which predated this Agreement.

However, in recognition of the desirability of maintaining uniform coverages, benefits and costs, Village wide and notwithstanding the foregoing provisions regarding relatively similar basic coverages and benefits, the parties agree that if the Village makes any modification with respect to health insurance coverage, benefits or costs that are applicable to other full time non bargaining Village employees generally, then such modifications in coverage, benefits and costs shall likewise be applicable to the employees covered by this Agreement, on the same terms and on the same date that they are applicable to other regular full time non bargaining unit Village employees generally (e.g., if full time regular non bargaining unit employees are required to pay a co pay for doctor's visits, then bargaining unit employees shall automatically be required to

pay the same amount at the same time). Notwithstanding the above, bargaining unit employees shall pay no more than the following monthly premiums for insurance coverage.

Employees may select single or family coverage during the enrollment period established by the Village. The employee shall pay the following amounts in monthly premiums or cost for single or family coverage, whichever is applicable, for participation in either the Village's Group Hospitalization and Major Medical Program, PPO or an HMO and said amount shall be deducted from the employee's paycheck:

<u>Effective April 1, 1999</u>	<u>Gross Monthly Premium Employee Contribution</u>
Single	10%
Family	20%

Section 2. Cost Containment.

The Village reserves the right to maintain or institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains relatively similar, subject to Section 1 above. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review prohibition on weekend admissions except in emergency situations, bounty clause, and mandatory out-patient elective surgery for designated surgical procedures.

Section 3. Terms of Policies to Govern.

The extent of coverage under the insurance policies referred to in Section 1 of this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement.

Section 4. Right to Maintain Coverage While on Unpaid Leave or on Layoff.

An employee who is on an approved unpaid leave of absence or who is on layoff with recall rights shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for employee coverage and, if desired, for family coverage.

Section 5. Term Life Insurance.

Effective the first full month after this Agreement is ratified by both parties, each employee covered by this Agreement shall be provided with term life insurance coverage in a dollar amount equal to the employee's annual salary, up to \$50,000. The Village retains the right to change carriers and/or self-insure this benefit.

Section 6. Post-Retirement Health Care Plan.

No later than sixty (60) days following the effective date of the 2010 Agreement, the parties agree that the Village shall establish a post-employment health care plan for all bargaining unit employees. To implement such plan, the Village is authorized to contribute the amount of 3% of salary per pay period on behalf of each bargaining unit employee to the employee's account. Additionally, the value of an employee's sick leave buy back at retirement pursuant to Section 14.17 shall be contributed to the employee's account. Each bargaining unit employee shall pay the ongoing administrative cost of the account.

Section 7. Dental Insurance.

Bargaining unit employees shall be covered by the same dental insurance applicable to full time non bargaining unit employees generally, as the plan and benefits may, from time to time be amended. Effective April 1, 2010, the bargaining unit employees shall pay the entire premium applicable to the coverage selected, as it may from time to time be amended.

ARTICLE XIII

MANAGEMENT RIGHTS

Section 1. Specific Management Rights.

Except as specifically modified by other articles of this Agreement, the Chapter recognizes the Village's exclusive right to make and implement decisions with respect to the operation and management of its operations in all respects. Such rights include but are not limited to the following: to plan, direct, control and determine all the operations and services of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to establish specialty positions and to select personnel to fill them; to establish physical and mental fitness standards; to schedule and assign work; to transfer employees; to determine work hours, including shift hours; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which operations are conducted; to subcontract or contract out goods and/or services; to determine whether work and/or services are to be provided by employees covered by this Agreement (including which employees) or by other employees or persons not covered by this Agreement; to make, alter and enforce rules, regulations, orders and policies; to evaluate employees; to determine, change or eliminate existing methods, facilities, equipment (including weapons and ammunition) or facilities; and to carry out the mission of the Village.

Section 2. Discipline.

The parties agree that all disciplinary action, including but not limited to suspension, demotion and termination, shall be for just cause. In the event that a covered employee elects to dispute disciplinary action by pursuing a grievance under the grievance and arbitration procedure of this Agreement, then such disputes regarding disciplinary matters shall be resolved pursuant to

the grievance procedure described in Article V. Disciplinary suspensions shall be calculated in calendar days, in eight hour increments.

ARTICLE XIV

MISCELLANEOUS

Section 1. Gender of Words.

The masculine gender as used herein shall be deemed to include the feminine gender, unless the feminine gender is clearly inappropriate in the context of the provision(s) concerned.

Section 2. Fitness Examinations.

Prior to an employee's return to duty following a layoff or leave of absence or if the Village has cause to question an employee's fitness for duty, the Village may require, at its expense, that the employee have an examination by a qualified and licensed medical professional(s) selected by the Village. If the Village reasonably determines that an employee is not fit for duty based on the results of such an examination(s) and the employee's injury was not in the line of duty, the Village may first place the employee on sick leave followed by vacation or an unpaid leave of absence provided for elsewhere in this Agreement (if the employee has exhausted his sick and vacation benefits). Nothing contained herein shall preclude an officer from seeking a disability pension prior to exhaustion of benefit time.

Section 3. Drug and Alcohol Testing.

Employees shall be subject to drug and/or alcohol testing in accordance with the Drug and Alcohol Testing Procedures attached hereto as Appendix B.

Section 4. Impasse Resolution.

The resolution of any bargaining impasse in negotiations for a successor agreement shall be in accordance with the provisions of Appendix A which is attached hereto and incorporated herein by reference.

Section 5. No Solicitation of Local Business.

While the Village acknowledges that bargaining unit employees may conduct solicitation on behalf of the Metropolitan Alliance of Police (“MAP”), the Chapter agrees that no member of the bargaining unit will personally conduct any solicitations of any Village of Western Springs merchants, residents or citizens on behalf of MAP or on behalf of the Western Springs Police Department of the Village of Western Springs.

Bargaining unit members agree that when it conducts solicitations that are permitted, the Village name, shield or insignia, communication systems, supplies and materials will not be used for solicitation purposes. Solicitation for the benefit of the collective bargaining representative by bargaining unit employees may not be done on work time or in a work uniform. The bargaining unit employees agree that they will not use the words “Western Springs Police Department” in their name or describe themselves as the “Village of Western Springs.” Bargaining unit members shall have the right to explain to the public, if necessary, that they are members of an organization providing collective bargaining, legal defense and other benefits to all patrol-rank police officers employed by the Village.

Except as provided above, the foregoing shall not be construed as a prohibition of lawful solicitation efforts by bargaining unit members directed to the general public. This provision does not apply to solicitation efforts of the Metropolitan Alliance of Police or any of its agents who are not bargaining unit employees. Each party agrees that they will comply with all applicable laws regarding solicitation. This provision shall not be subject to the grievance and arbitration procedures set forth in this Agreement.

Section 6. Prohibition Against Association with Felons.

All employees shall comply with the provisions of the General Order governing association with felons as it may from time to time be amended.

Section 7. Mileage Reimbursement.

Sergeants shall be reimbursed at the applicable IRS reimbursement rate per mile for preapproved use of their personal vehicle for Village business.

Section 8. Uniform Peace Officers' Disciplinary Act.

The Village agrees to comply with the Uniform Peace Officer's Disciplinary Act as set forth in 50 ILCS 725/1 et seq., but said Bill of Rights shall not be incorporated herein by reference and the interpretation and application of the Bill of Rights shall not be subject to the provisions of Article V (Grievance Procedure). This Section is not a waiver of the right to union representation as otherwise provided by law.

Section 9. Outside Employment.

No employee shall engage in outside employment (which includes self-employment) unless the Director of Law Enforcement Services, in accordance with such rules and regulations as he may from time to time prescribe, has approved outside employment. The current General Order addressing outside employment is attached hereto as Appendix D.

Section 10. Disability Pay.

An employee who is injured in the line of duty shall be eligible for disability pay in accordance with the provisions of 5 ILCS 345/0.01 et seq. Notwithstanding any other provision in this Agreement, no paid sick leave days will be accrued or earned while on a work related disability leave, and no vacation days will be accrued or earned after the first year on disability leave.

Section 11. Light Duty.

The Village may require an employee who is on sick leave or a work-related medical leave (as opposed to disability pension) to return to work in an available light duty assignment that the employee is qualified to perform, provided the Village's physician has determined that the employee is physically able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within six months.

An employee who is on sick leave or a work-related medical leave (as opposed to disability pension) has the right to request that he be placed in an available light duty assignment that the employee is qualified to perform and such a request shall not be arbitrarily and unreasonably denied, provided that the Village's physician (or the employee's physician at the Village's option) has reasonably determined that the employee is physically able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within six months.

If an employee returns or is required to return to work in a light duty assignment and the employee is unable to assume full duties and responsibilities within six months thereafter, the Village retains the right to either continue the employee on light duty if there is a reasonable prospect that the employee will be able to assume full responsibilities shortly thereafter or place the employee on disability leave/sick leave.

While the Village will give good faith consideration to an employee's request for a light duty assignment where a physician as provided above has determined that the employee is able

to perform a light duty assignment, nothing herein shall be construed to require the Village to create a light duty assignment for an employee.

Section 12. Tuition Reimbursement Program.

Employees covered by this Agreement shall be eligible to participate in the Village's Tuition Reimbursement Program on the same terms and conditions as may be in effect from time to time governing Police Department employees generally.

Section 13. Board of Fire and Police Commissioners.

Promotions and reduction in rank for probationary sergeants are subject to the jurisdiction of the Village of Western Springs Board of Police and Fire Commissioners, however, all other disciplinary matters are subject to the grievance and arbitration procedure set forth in this Agreement, in the event that a covered employee elects to dispute disciplinary action by pursuing a grievance under the grievance and arbitration procedure of this Agreement.

Section 14. Uniform Allowance.

The Village agrees to continue to provide newly promoted sergeants with the uniform attire associated with the rank. A newly promoted sergeant maintains his uniform allowance (from his patrol rank) for the remainder of the contract year. Each contract year thereafter, each sergeant shall be allotted \$600 (effective upon signing) annually as a uniform allowance (pro rata if employed less than a year). In order to receive reimbursement, the employee must submit valid vouchers/receipts evidencing purchase of appropriate uniform items. The Director of Law Enforcement Services shall establish the type, style, and/or color of uniforms and equipment, as well as the rules and regulations concerning the use and wearing of uniforms and equipment.

Section 15. Body Armor.

The Village will provide at its expense each sergeant with a body armor, as well as a replacement when deemed necessary by the Director of Law Enforcement Services. All such body armor shall meet specifications established by the Village and shall be the property of the Village. Sergeants shall wear body armor in accordance with applicable departmental policy.

Section 16. Paycheck Availability.

Each bargaining unit employee shall be paid via direct deposit of the employee's paycheck to the bank of the employee's choosing.

Section 17. Sick Leave Buy Back at Retirement.

For an employee retiring from employment with the Village with twenty (20) or more years of consecutive service with the Village and with at least one hundred twenty (120) days of unused sick leave, the Village will pay for accumulated unused sick leave up to a maximum of sixty (60) days. Compensation shall be at the employee's regular straight time hourly rate at the time of retirement.

Section 18. Safety Day.

Employees covered by this Agreement shall be eligible to receive a safety day (eight (8) hours) in accordance with such terms and conditions as may be established by the Village from time to time and are applicable to Village employees generally.

Section 19. Subcontracting or Contracting Out.

The right to subcontract or contract out work is vested in the Village. Except when an emergency situation (including natural and/or manmade disasters) exists, before the Village contracts out work which would result in the layoff of existing bargaining unit employees, the Village will notify the Chapter and offer the Chapter the opportunity to discuss the matter before

the date any existing bargaining unit employee is laid off as a direct result of such subcontracting or contracting out.

Section 20. General Orders.

Notwithstanding any other provisions of this Agreement, where the Village or Department has decided to make substantive changes, additions or deletions in the Village's or Department's Policies, General Orders, Administrative Notices, and/or Rules and Regulations which involve terms and conditions of employment directly affecting employees covered by this Agreement, the Chapter Steward shall be notified five (5) working days in advance of the effective date of any such substantive changes. The foregoing notification provisions shall not be applicable in emergency circumstances where the required advance notification cannot be reasonably provided.

Section 21. Printing and Distribution of Agreement.

A copy of this Agreement shall be supplied to each employee covered by this Agreement by the Village within three (3) weeks of ratification by both parties at no cost to the employee or the Chapter. The Village shall also provide five (5) additional copies to the Chapter.

Section 22. Physical Fitness Requirements.

In order to maintain efficiency in the Police Department, to protect the public, and to reduce insurance costs and risks, the Village shall, beginning after April 1, 2010, establish as its mandatory physical fitness requirements for full time sworn officers the State of Illinois Physical Fitness Training Standards. The Standards are attached hereto as Appendix C. Employees are required to make a good faith effort to meet such fitness standards. Prior to April 1, 2011, there shall be no discipline for failure to meet the standards provided the officer makes a good faith effort to meet such standard. Effective April 1, 2011, officers who fail to record a composite

score of 95 percent of the minimum standards for such test(s), shall be subject to the following discipline.

- (a) For the first such failure, the officer shall be retested on the section(s) failed previously, after sixty (60) days or more, at the Employer's discretion, and if the employee is successful on such retest, no further action shall be taken by the Employer. If the officer fails the retest, he shall be given a one (1) day suspension without pay and be given a further test no sooner than thirty (30) days after the last test. Provided, however, an officer shall not receive the one (1) day suspension solely for failing to meet the run standard as long as he completes the run and makes a good faith effort to meet the standard;
- (b) Employees who have failed the second retest in accordance with section (a) above, shall receive an additional two (2) day suspension without pay, and no further test shall be required of the officer for the remainder of the testing year. Provided, however, an officer shall not receive the two (2) day suspension solely for failing to meet the run standard as long as he completes the run and makes a good faith effort to meet the standard.

The Employer shall not require an officer who has passed the test to submit to physical fitness standards testing pursuant to this section more than once during each calendar year of this Agreement. Effective April 1, 2011, employees disciplined under the terms of this section shall not be disciplined more than as provided in paragraphs (a) and (b) above, for failure to pass the physical fitness standards test, during the testing year.

An employee shall receive at least thirty (30) days' notice of the first physical fitness test each year. An employee will be compensated at the appropriate hourly rate in accordance with Article VIII, Section V, for all hours actually participating in the physical fitness testing under Appendix C. Effective April 1, 2011, an employee who meets the minimum standards under all the sections set forth in Appendix C during a calendar year, including the run standard, shall receive \$200.00 to be paid on or before December 31 of the calendar year.

Section 23. Fitness Room.

All employees shall have access to the fitness room located in the fire station at times established by the Director of Fire and EMS.

Section 24. Shared Supervisory Services.

Notwithstanding the other provisions of this Agreement, during the term of the agreement, either party may request to engage in negotiations over the impact, if any, of sharing supervisory services with another community or communities.

ARTICLE XV

ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties. 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 matter not removed by law from the area of collective bargaining and that the parties waive the right to negotiate on any issue whether known or unknown and that the understandings and agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Before making any changes in working conditions not contained in this Agreement which are mandatory topics of bargaining, the Village shall notify the Chapter of its intention of the proposed change. Upon such notification, and if requested by the Chapter, the Village shall meet with the Chapter and discuss such change before it is finally implemented. Any change made without such notice shall be considered temporary pending the completion of such discussions. If the Chapter becomes aware of such a change and has not received notification, the Chapter must notify the Village as soon as possible and request discussions if such discussions are desired. The failure of the Chapter to request discussions shall act as a waiver of the right to such discussions by the Chapter.

ARTICLE XVI

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 or by reason of any existing or subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, section or portion thereof specifically specified in the board, agency or court decision or legislation and the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE XVII

DURATION AND TERM OF AGREEMENT

Section 1. Termination in 20 21.

This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 31st day of March, 2021. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than seventy-five (75) days prior to the anniversary date unless the parties mutually agree otherwise.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days' written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

Executed this _____ day of _____, 2018.

VILLAGE OF WESTERN SPRINGS

METROPOLITAN ALLIANCE OF POLICE,
CHAPTER 456

Village President

Keith George, President
Metropolitan Alliance of Police, Chapter 456
President

APPENDIX A

ALTERNATIVE IMPASSE RESOLUTION AGREEMENT

Alternative Impasse Resolution Agreement entered into by and between the Metropolitan Alliance of Police, Chapter 456 (hereafter “the Chapter”) and the Village of Western Springs (hereafter “the Employer”).

WHEREAS, the provisions of §1614(p) of the Act provide that the parties may agree to submit their unresolved disputes concerning wages, hours, terms and conditions of employment to an alternative form of impasse resolution.

NOW, THEREFORE, based upon the mutual benefits and consideration set forth herein, the receipt and sufficiency of which for each party is hereby acknowledged, the Employer and the Chapter agree to the following Alternative Impasse Resolution Procedure:

(1) **Authority for Agreement**: The parties agree that the statutory authority for this Agreement is §1614(p) of the Act. The parties intend the provisions of this Agreement to represent and constitute an agreement to submit to an alternative form of impasse resolution any unresolved disputes concerning the wages, hours, terms and conditions of employment of the employees represented by the Chapter that are subject to the parties’ negotiations for a successor agreement, the provisions of which are set forth herein.

(2) **Selection of Arbitrator and Naming of Panel**: The parties agree that should it become necessary to submit their unresolved disputes in negotiations to arbitration pursuant to §1614, they will engage in the arbitration of impasse procedures described in the Act and the Rules and Regulations of the Board, subject to the following:

(a) **Service of Demand for Mediation**: The Employer agrees that any Demand for Mediation filed by the Chapter and served on the Employer prior to the commencement of the Employer’s fiscal year on January 1, 20 21, shall be deemed to be a proper and timely demand as provided in the Act and the Rules and Regulations of the Board; further, that arbitration proceedings under the Act

and those Rules and Regulations shall be deemed to have been initiated and commenced on the date of service and filing of the Demand for Mediation.

- (b) **Arbitrator Selection Process:** The parties agree that notwithstanding the filing and service of any Demand for Mediation by either the Chapter or the Employer, the selection of an arbitrator shall be delayed until such time as either party serves on the representative of the other, in writing by certified mail, a Demand that the arbitrator selection process be commenced, provided that the parties have engaged in mediation for at least thirty (30) days. It is further agreed that:
- (i) During this period of delay, the parties agree to continue good faith collective bargaining, including utilizing the services of the Federal Mediation and Conciliation Service should an impasse be reached.
 - (ii) Within seven (7) days of the receipt by the other party of the written Demand that selection of an arbitrator begin, the representatives of the parties shall meet and attempt to mutually agree upon an arbitrator. Unless the parties mutually agree otherwise, each party waives the right to a three member panel of arbitrators as provided in the Act and agrees that the arbitration proceedings shall be heard by a single, neutral arbitrator.
 - (iii) In the absence of an agreement on a neutral arbitrator, the parties shall file a joint request with the Federal Mediation and Conciliation Service for a panel of seven (7) arbitrators from which the parties shall select a neutral arbitrator. The parties agree to request the FMCS to limit the panel to members of the National Academy of Arbitrators who reside in Illinois, Indiana or Wisconsin. Both the Employer and the Chapter shall have the right to reject one panel in its entirety within seven (7) calendar days of receipt and request that a new panel be submitted. The parties agree to engage in an alternate striking process to determine who shall be the arbitrator, with a coin toss being used to determine who strikes first. In the event that the arbitrator selected is unwilling or unable to serve, the last arbitrator struck from the panel shall be invited to so serve. If he or she declines or is unable to hear the matter, the parties shall request a new list from FMCS and commence the selection process anew.
 - (iv) The parties shall jointly communicate and coordinate all remaining aspects of the arbitration (including but not limited to the scheduling of hearings, requests for issuance of subpoenas and the submission of post-hearing briefs) directly with the neutral arbitrator in the manner prescribed in the Act and the Rules and Regulations of the Board, unless modified by this Alternative Impasse Resolution Agreement.
- (c) **Issues in Dispute and Final Offers:** Within twenty-one (21) calendar days prior to the commencement of the hearing, the representatives of the parties shall meet and develop a written list of those issues that remain in dispute. The representatives shall prepare a Stipulation of Issues in Dispute for each party to

then execute and for submission at the beginning of the arbitration hearing. In addition, the parties shall submit to the arbitrator as a joint exhibit all tentatively agreed to contract language. The parties agree that only those issues listed in the Stipulation shall be submitted to the arbitrator for decision and award. It is further agreed that:

- (i) Each party retains the right to object to any issue on the grounds that the same constitutes a non-mandatory subject of bargaining and/or is an issue on which the arbitrator has no authority to issue an award. Should any disputes arise as to whether a subject is a mandatory subject of bargaining, the parties agree to cooperate in obtaining a prompt resolution of the dispute by the Board pursuant to the Act and the Rules and Regulations of the Board. Either party may file a petition with the Board's General Counsel for a declaratory ruling after receiving such notice from either party that it regards a particular issue a non-mandatory subject of bargaining.
 - (ii) Not less than seven (7) calendar days prior to the date when the first day the arbitration hearings are scheduled to commence, the representatives of the parties shall simultaneously exchange in person their respective written final offers as to each issue in dispute as shown on the Stipulation of Issues in Dispute. The foregoing shall not preclude the parties from mutually agreeing to modify final offers or from mutually agreeing to resolve any or all the issues identified as being in dispute through further collective bargaining
- (d) **Authority and Jurisdiction of Arbitrator:** The parties agree that the neutral arbitrator shall not function as a mediator unless mutually agreed by the Employer and the Chapter. The arbitrator selected and appointed to resolve any disputes that may exist in the negotiations for an agreement shall have the express authority and jurisdiction to award increases or decreases in wages and all other forms of compensation retroactive to April 1, 2021, notwithstanding any delay in the arbitrator selection process that may have occurred or any other modification of the impasse procedure described in the Act and the Rules and Regulations of the Board as a result of this Agreement. Provided one party has served on the other a timely Demand for Mediation in accordance with the provisions of Section 2(a) above, each party expressly waives and agrees not to assert any defense, right or claim that the arbitrator lacks the jurisdiction and authority to make such a retroactive award of increased or decreased wages and/or other forms of compensation.
- (e) **Discretion and Judgment of Arbitrator:** The parties do not intend by this Agreement to predetermine or stipulate whether any award of increased or decreased wages or other forms of compensation should in fact be retroactive to April 1, 2021, but rather intend to insure that the arbitrator has the jurisdiction and authority to so award retroactive increases or decreases, provided a timely

Demand for Mediation has been submitted by one party, to that date should he in his discretion and judgment believe such an award is appropriate.

- (f) **Conduct of Hearings:** The parties agree that all arbitration hearings shall be conducted as follows:
- (i) Hearings shall be held in Western Springs, Illinois, at a mutually agreed location. Hearings may be conducted elsewhere by written mutual agreement.
 - (ii) The hearings shall begin within thirty (30) days of the notification that the arbitrator selected has accepted the appointment to serve as the neutral arbitrator. The parties, by mutual written agreement, may agree to delay the date of the first hearing for a period up to ninety (90) days. The hearings shall be scheduled on mutually agreed dates, subject to the reasonable availability of the arbitrator and the representatives of the parties and shall be concluded within thirty (30) days of the date of the first hearing.
 - (iii) The party requesting arbitration shall proceed with the presentation of its case first, followed by the non-requesting party. Each party shall have the right to submit rebuttal evidence and testimony, as well as to submit a post-hearing brief. Post-hearing briefs shall be simultaneously submitted directly to the arbitrator, with a copy sent to the opposing party's representative by the arbitrator, within thirty (30) calendar days of the conclusion of the hearing.
 - (iv) The arbitrator's decision and award shall be issued in writing directly to each party's representative within thirty (30) days of the close of hearings or the submission of post-hearing briefs, whichever is later.
 - (v) A mutually agreed court reporting service shall record and transcribe the hearings. The costs of the neutral arbitrator, as well as the costs of the court reporting service and a copy of the transcript for the arbitrator, shall be divided equally. Each party shall be responsible for purchasing its own copy of the transcript and for compensating its witnesses and representatives.

(3) **Time Limits:** The parties agree that any time limits, regardless of whether they are set forth in this Alternative Impasse Resolution Procedure, in the Act, or in the Rules and Regulations of the Board, may be extended by mutual written agreement.

(4) **Remaining Provisions of §1614:** Except as expressly provided in this Agreement, the parties agree that the provisions of §1614 of the Act and the Rules and Regulations of the

Board shall govern the resolution of any bargaining impasses and any arbitration proceedings that may occur. To the extent there is any conflict between the provisions of this Agreement and § 1614 and/or the Rules and Regulations of the Board, it is the parties' express intent that the provisions of this Agreement shall prevail.

(5) **Recitals Incorporated**: The parties agree that the recitals at the beginning of this Agreement represent essential elements of the understandings of the parties, and that the same are hereby incorporated as part of this Agreement.

(6) **Authority of Representatives**: The representatives of the parties signing below warrant to each other that they have been duly authorized to enter into this Agreement by the governing body of the Employer and the membership of the bargaining unit, respectively, and that all necessary steps have been taken to insure that the terms of this Agreement will be binding on the Employer and the Chapter.

APPENDIX B

DRUG AND ALCOHOL TESTING PROCEDURES

I. PURPOSE

The goal of these procedures is to establish a drug and alcohol testing program for the employees of the Village of Western Springs. Action taken against an employee shall be determined by the individual circumstances of each case. Disciplinary action up to and including termination is possible.

II. STATEMENT OF NEED

Employees who abuse alcohol or prescription drugs, or use or possess illegal drugs have a medical problem which could lead to a safety risk to co-workers and to the general public. The Village of Western Springs has developed these procedures to test certain employees and all job applicants for abuse of alcohol or prescription drugs, or use or possession of illegal drugs.

III. PROHIBITIONS

A. Prohibited Alcohol-Related Conduct

An employee shall not, except as authorized by the Police Chief or his designee, in the performance of official duties:

1. Use alcohol on duty or while performing a safety sensitive function.
2. Be in possession of alcohol while on duty.
3. Have a prohibited breath alcohol concentration or be under the influence of alcohol while on-call for duty or on duty (defined as a breath or alcohol content of .02).
4. Refuse to cooperate with or submit to a required alcohol test.

B. Prohibited Drug-Related Conduct

An employee shall not, except as authorized by the Police Chief or his designee, in the performance of official duties:

1. Use any controlled substances or illegal drugs, including use of a substance for medicinal purposes under a doctor's care, unless a physician has advised the employee that it will not interfere with the employee's ability to perform his job safely.
2. Be in possession of or use any unauthorized controlled substance.

3. Report for duty while impaired from any prescribed therapeutic drug or controlled substance or under the influence of any illegal drugs (defined as testing positive at a specified nanogram/milliliter level as defined by the Department of Health and Human Services from time to time).
4. Buy, sell, manufacture or dispense any controlled substance or illegal drugs on or off duty.
5. Refuse to cooperate on or submit to a required controlled substances or drug test.
6. Attempt to or switch or adulterate any urine sample submitted for testing.

C. Reporting Requirements for Prescribed Controlled Substances

1. Any employee who takes prescribed medication must inquire of his/her treating physician whether the controlled substance would adversely affect his/her ability to perform the duties of his duties safely.
2. If the employee is scheduled to work and the medication (prescribed or over-the-counter) in use will adversely affect the employee's ability to safely perform his job, he must promptly disclose any work restrictions to his supervisor. This provision does not require the employee to disclose the diagnosis/medical condition for which the medication is prescribed but does not preclude the Village from requesting further information if the provisions of Article IX or Article XIV §2 are implicated.

IV. RESPONSIBILITIES

It is the desire of the Village of Western Springs to provide a drug and alcohol free working environment for its employees. In addition, the Village is responsible to the citizens to provide safe, efficient and effective governmental functions. It is the employee's responsibility to follow all of these policies and procedures.

V. AUTHORITY FOR TESTING

An employee can be ordered to an alcohol and drug screening for reasonable suspicion, including being involved in an accident involving damage to persons or property or a work-related injury to themselves.

1. Any employee of the Village that is involved in an on-the-job accident (resulting in damage to Village property estimated to be in excess of \$500.00) or injury (requiring medical attention greater than simple first aid) will be required to submit to an alcohol and drug screening test. The employee's immediate supervisor will investigate the accident or injury and evaluate the employee's appearance and behavior. If after the immediate supervisor's investigation of the accident and the employee's appearance and behavior and a review by the immediate supervisor's

supervisor a conclusion is made that an alcohol and drug screening is not warranted, supervisory personnel may jointly waive the screening test requirement.

2. All incidents that result in a waiving of the screening and testing requirement must be reported to the Village Manager on a quarterly basis.
3. In other instances of reasonable suspicion , besides on-the-job accidents and injuries, any employee whose abnormal behavior supports a violation of the policy shall submit to an alcohol and drug screening test. An employee may be ordered to undergo drug/alcohol screening by a supervisor. The supervisor must hold the rank of Sergeant or above or be assigned as an Officer-in-Charge (OIC) with the Western Springs Department of Law Enforcement.
4. All supervisory personnel shall be trained in identifying reasonable suspicion situations other than on-the-job accidents or injuries. Reasonable suspicion is defined in Section VI, paragraph B.

VI. CONDITIONS ALLOWING FOR TESTING

1. Employees will be subjected to drug and alcohol testing if the Village has a reasonable suspicion to suspect that the employee is:
 - a. using, selling or in possession of illegal drugs, controlled substances or alcohol;
 - b. under the influence of drugs or alcohol;
 - c. using prescription drugs without a prescription, in excess of the prescribed doses or contrary to warnings by a physician or pharmacist or over the counter drug contrary to a warning by a pharmacist or on the label; or
 - d. otherwise in violation of the prohibitions set forth in III above.
2. Reasonable suspicion shall mean suspicion based upon specific objective facts and reasonable inferences drawn therefrom. One or more of the following may exist as determined by the employee's supervisor:
 - a. Observable evidence, including but not limited to: slurred speech, the smell of an alcoholic beverage on breath or skin, inability to walk a straight line, an accident involving Village property, a work-related injury, physical altercation, verbal altercation, behavior which is so unusual that it warrants summoning a supervisor or anyone else with authority, or possession or sale of alcohol or drugs (with exception of law enforcement officers in the line of duty). This list is not all-inclusive.

- b. An apparent state of facts and/or circumstances which would lead a reasonable person to believe an individual was using, selling or in possession of drugs at any time or alcohol on Village premises or Village business.
 - c. Information provided by a reliable source that is corroborated by another source or supported by other observable evidence. (Information based solely upon an anonymous source not supported by or corroborated by another source or other evidence is insufficient.)
3. Police officers may also be tested for drug or alcohol use in the following circumstances:
- a. as part of a regularly scheduled medical examination;
 - b. when an officer has been involved in a major incident, such as a shooting (at any time), an injury to one's self or citizen(s) (while on duty), or when there is a reasonable suspicion of the use of excessive force; or
 - c. when the officer is assigned to a departmental drug enforcement group or when an employee is assigned primarily to drug enforcement.

d. an officer involved shooting pursuant to Public Act 100-389. For the purpose of clarity, the parties agree that a person "involved in" an officer involved shooting is defined to mean any officer who discharged a firearm there by causing injury or death to a person or persons. If multiple officers discharged their firearm, and it is unclear whose bullet struck the person or persons, then all officers who discharged their firearm in the direction of the subject shall be required to submit to drug and alcohol testing.

The parties agree that the term "involved in" an officer involved shooting does not include 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 officers who discharge their weapons when it is undeniably clear their projectiles did not actually strike any person or persons.

The parties agree that any drug or alcohol test required pursuant to this subsection d. shall be considered a compelled, non-voluntary drug or alcohol test under threat of disciplinary action. Such testing shall only be done by urinalysis or breathalyzer. Blood tests shall only be administered with a warrant. This does not limit the Village's right to obtain test results via other available legal processes or preclude an officer from agreeing to blood testing. If circumstances beyond the control of the Village delay the testing until after the end of the shift, the Village may order the officer to stay beyond the shift end. .

4. The employee shall be verbally notified by the employee's supervisor of the grounds for testing prior to the collection of the specimen or commencement of a breathalyzer analysis. Written documentation stating the grounds for reasonable suspicion shall be provided by the employee's supervisor to the employee to be tested on the next business day following the collection of the specimen or the commencement of a breathalyzer analysis.
5. If an employee refuses to submit to an alcohol or drug screening or fails to cooperate in the process, including attempting to submit an adulterated or substitute sample, after there is a determination of reasonable suspicion, the employee shall be subject to termination.

VII. TESTING PROCEDURES

1. Detailed testing, collection, analysis and reporting procedures consistent with 49 CFR 40 shall be developed by the Village. Said procedures shall include but not be limited to the following:
 - a. Inform all employees of the policies and procedures prior to the testing.
 - b. Positively identify employees prior to testing.
 - c. Provide for employee privacy and security of samples.
 - d. Establish if an employee is taking drugs legitimately under medical supervision.

- e. Develop a two-step test: A urine sample and a blood test cell shall be collected and any specimen testing positive to the urinalysis and/or blood test, shall be subject to confirmatory testing to verify results. All test results positive for the presence of drugs specified in section 2 below shall be forwarded to a Medical Review Officer (“MRO”).

Where there is reasonable suspicion determined to test for alcohol, a breathalyzer test may be administered in lieu of or in addition to any blood or urine screen.

2. Cut off concentrations for drug testing only, not including alcohol, shall be as recommended by the Health and Human Services (HHS).

VIII. TESTING AGENT

The Village will utilize a reputable testing laboratory and/or medical facility to collect and analyze specimens of blood and urine. The laboratories are all approved by the Substance Abuse and Mental Health Services Administration (SAMHSA). The laboratories conducting the analysis are experienced and capable of: quality control, documentation, chain of custody, technical expertise, as well as adherence to Federal guidelines.

IX. RISK MANAGEMENT REPORTING

As part of our long-standing risk management and safety program, the Village encourages and requires that all accidents and work-related injuries are reported by all employees and their supervisors. Pursuant to Section V of these testing procedures, the results of all supervisory decisions whether to waive said requirements shall be duly noted on the form entitled “Supervisor’s First Report of Accident or Injury” and said reports will be forwarded to the Village Manager through the Safety coordinator.

X. REHABILITATION

The Village of Western Springs reserves the right to offer any employee who is found to be in violation of the Village policy concerning the use of alcohol in the workplace, the opportunity to seek professional counseling and/or participation in an approved rehabilitation program as an alternative or in addition to disciplinary action.

In the case of prescription drug abuse, a rehabilitation program will only be offered if the employee asks for assistance before an accident occurs or an abuse problem is discovered. If such a program is offered and accepted by the employee, then the employee must satisfactorily participate in and complete such a program as a condition of continued employment, agree to return to work and follow up testing and the employee will be required to sign a statement that he acknowledges the potential loss of his or her job if he does not satisfactorily participate and complete the conditions outlined above.

The foregoing shall not insulate an employee from discipline for other rule violations for the same or different conduct.

APPENDIX C
FITNESS STANDARDS

STRENGTH

Hand and arm strength are necessary for an officer to lift or pull heavy objects or for self-defense. Strong legs and feet are needed for walking and running, as well as for support for the entire body. To measure strength, the push-up will be utilized.

The officer is to lower the body from the front leaning position; hands should be placed slightly wider than the shoulders. Fingers should be pointed straight ahead. The officer lowers the body until the officer's chest barely touches the clenched fist of a tester. (The tester's fist is to have the little finger parallel to the floor; the thumb should be curled over the top of the hand. An object of equivalent size may be substituted.) The officer then returns to the front leaning position. The number of consecutive push-ups to be performed for age and gender are detailed below:

	AGE		
	20-29	30-39	40 & Older
Male	30	25	15
Female	15	15	15

ENDURANCE

Bent Knee Sit-Ups will be used to measure an officer's ability to maintain continued exertion over a prolonged period of time. The officer lies back on the floor with the knees bent. The fingers should be laced behind the neck. The officer sits up, then returns to the prone position (knees should be bent at an approximate 45 degree angle). The officer should be able to complete the indicated number of bent knee sit-ups in one minute's time:

	AGE				
	20-29	30-39	40-49	50-59	60-69
Male	34	31	26	20	18
Female	30	24	16	14	14

FLEXIBILITY

It is important that an officer maintain flexibility, especially given the number of hours spent on patrol or doing paperwork. Flexibility will help decrease the chances of lower back injury. The test for flexibility is called the Sit and Reach. The sit and reach is conducted by having the officer sit on a mat. The legs should be extended straight in front of the body, and they are at right angles (perpendicular) to a taped line on a box. The heels are placed on the floor, about eight inches apart. A fifteen inch rule is placed with the 15 inch mark on the edge of the box

nearest the officer. The officer slowly reached forward with both hands as far as possible, and holds the position momentarily. His goal is to reach as far as possible without moving the heels and keeping knees straight. The distance of the reach is recorded; the best of three tries is considered the score used to determine passage of the test. The scores for passing are charted below:

	AGE				
	20-29	30-39	40-49	50-59	60 & Older
Male	16.5	15.5	14.3	12.5	12.00
Female	19.3	18.3	17.3	16.8	15.5

Other tests include a 1.5 mile run. The times for each test are charted below:

	AGE				
1.5 mile run (in minutes)	20-29	30-39	40-49	50-59	60 & Older
Male	14:00	14:45	15:35	17:00	19:00
Female	18:30	19:00	19:30	20:00	20:30

The Institute for Aerobics Research also considers “Standards of Error” in calculating the standards. These standards of error represent statistical deviations from test results. Therefore, the following standards of error will be included in your scores:

1.5 mile run: subtract 55 seconds from final score, unless the test was passed at written standard

Sit & Reach: add ½ inch to final score

Sit-Ups: add 1 sit-up to final score

Push-Ups: no standard of error has been computed

The bench press may be substituted for push ups.

	AGE				
	20-29	30-39	40-49	50-59	60 & Older
Male	.99	.88	.80	.71	.65
Female	.59	.53	.50	.44	.43

The procedure to substitute the bench press for push-ups is as follows:

- 1) Estimate the weight that the officer will have to press in one try.
- 2) Load and weights to one-half of the required weight.
- 3) The officer is to press the one-half of estimated weight for an easy warm-up.

- 4) Increase the loading of weights in ten (10) pound increments, allowing a press after each increment is added. This allows the officer to warm up in three or four repetitions to prevent muscle injury. When the maximum weight is added, the officer is to lift this weight in one smooth repetition.

APPENDIX D

SECONDARY EMPLOYMENT

Western Springs

Department of Law Enforcement Services

General Order P411

SUBJECT: SECONDARY EMPLOYMENT

Issue Date: May 25, 2006
Revised Date: August 15, 2012
Relates to Standards: 22.3.3, 22.3.4
Indexed As: Secondary Employment
Extra Duty Employment

Issue Date: May 25, 2006
Revised Date: August 15, 2012
Relates to Standards: 22.3.3, 22.3.4
Indexed As: Secondary Employment
Extra Duty Employment

I. POLICY

A. The policy of the Department is to provide guidelines to employees of the types of secondary employment that is appropriate, and to establish procedures to maintain accountability for the welfare of the Department. These requirements are essential for the efficient operation of the Department and for the protection of the community.

II. PURPOSE

A. The purpose of this directive is to set forth guidelines to govern off-duty or secondary employment by members of the Western Springs Department of Law Enforcement Services.

III. DEFINITIONS

- A. *Employment:* The provision of a service, whether or not in exchange for a fee or other service, including self-employment. This includes any employment in which another may financially benefit from the employee's work, e.g., a family member or other person receiving compensation for the work of the employee. Employment does not include volunteer charity work.
- B. *Extra-Duty Employment:* Any employment that is conditioned on the actual or potential use of law enforcement powers by the sworn police employee.
- C. *Regular Off-Duty Employment:* Any employment that will not require the use or potential use of law enforcement powers by the off-duty employee.
- D. *Conflict of Interest:* Any secondary employment duty that is illegal, inconsistent, incompatible, or in opposition to the duties, functions, and/or responsibilities of employment with the Department.
- E. *Personnel:* Any employee or member of the Department and includes:
 - 1. Full-Time Officer: any sworn full-time member of the Department.
 - 2. Community Service Officer: any paid non-sworn employee, whether full or part-time, who performs limited field duties in conjunction with or support of other police personnel.
 - 3. Civilian Personnel: Any person performing a function within the Department, whether full or part-time, who is compensated for the work they perform and is not a sworn police officer.
- F. *Probationary Period:* A period of time beginning with the date of original appointment to employment with the agency and the length of such period as defined within the general policies of the municipality contained within the existing provisions of any bargaining agreement or is provided for through the establishment of a specific State Statute.
- G. *Secondary Employment:* Secondary employment is any employment other than the employee's regular employment with the Department, including both regular off-duty and extra-duty employment.

IV. PROCEDURE

- A. General Guidelines

The Department has a legitimate interest in regulating its employees' secondary employment. While the Department will not unreasonably restrict off-duty employment, it will require responsibility and accountability to the Department of personnel engaged in secondary employment.

B. Mandatory Approval

Prior to commencing any regular off-duty employment, including self-employment, personnel must submit a written request and obtain written approval for such employment. All approved requests are subject to periodic review and reconsideration for approval by the Director of Law Enforcement Services, and must be renewed on the first working day of each new calendar year. Personnel shall communicate, in writing, any such change that could invalidate the secondary employment approval currently on file in the employee's personnel file. The employee's request for regular off-duty employment will be submitted to the Director of Law Enforcement Services on the Secondary Employment Request (Appendix A) and will include the following information:

1. The secondary employer's name, address, phone number and the type of business;
2. A complete narrative of the type of work or duties to be performed;
3. The highest number of days and hours to be worked within a single week;
4. The name and phone number of the person who will be their immediate supervisor;
5. A complete list of any law enforcement-type equipment the employee must use on the job;
6. A Secondary Employment Addendum Form (Appendix B) and Indemnity Agreement (Appendix C) will also be completed and accompany the Secondary Employment Request form, except that secondary employment approved prior to December 1, 2008 for individual officers with specific employers may continue with the modified indemnity agreement previously approved.

C. Auxiliary officers and part-time civilian employees who are employed outside the Department do not need to comply with all mandatory approval processes outlined in item IV.B. Auxiliaries and part-time civilian employees are required to notify the Director of Law Enforcement Services of the name, address, and phone number of their employer and the type of business. Secondary Employment Request (Appendix A) need not be used to make this notification.

D. Regular Off-Duty Employment: Employees may engage in off-duty employment that meets the following criteria:

1. Employment of a non-police nature in which vested police powers are not a condition of employment; the work provides no real or implied law enforcement service to the employer and is not performed during assigned hours of duty. The work may include armed or unarmed security provided

the conditions set forth in 2 and 3 below are met and such employment does not require or involve the use of police powers or violate any of the other prohibitions set forth herein.

2. Employment that presents no potential conflict of interest between their duties as an officer and their duties for the secondary employer. Some examples of employment representing a conflict of interest are:
 - a. Process server, reposessor, bill collector, towing of vehicles, or in any other employment in which police authority might tend to be used to collect money or merchandise for private purposes.
 - b. Dressed in an official uniform, carrying a Department issued firearm or other Village equipment in the performance of tasks other than that of a police employee for the Village.
 - c. Personal investigations for the private sector or any employment that might require the officer to have access to police information, files, records or services as a condition of employment.
 - d. Assisting in the case preparation for the defense in any criminal, civil or other court proceedings.
 - e. For a business or labor group involved in a strike or lockout.
3. Employment that does not constitute a threat to the status or dignity of the police as a professional occupation. Examples of employment presenting a threat to the status or dignity of the police profession are:
 - a. Establishments which sell pornographic books, magazines, sexual devices, or videos, or that otherwise provide entertainment or services of a sexual nature.
 - b. Any employment involving the sale, manufacture or transport of alcoholic beverages as the principle business.
 - c. Any gambling establishment.
4. Other Prohibitions of Regular Off Duty Employment.
 - a. No employee engaged in secondary employment shall commit an act that violates any applicable general order, local ordinance, state or federal law, or be involved in any act which would bring disrepute to the Department or Village. Employees may not be employed by any entity in which the owner or manager of the business is of questionable character, having ties to criminal organizations or has a known record of serious criminal arrests; or the business is consistently or frequently found to be in violation of

state or federal law as well as municipal ordinances;

- b. Any secondary employment shall not involve the use of any Village equipment, facilities, or resources without the written consent of the Chief of Police. Employees may not exhibit any credentials or identify themselves as police officers while working for the secondary employer unless statutorily obligated to do so;
 - c. No employee may be employed by the Western Springs Fire Department or other such overlapping public safety entity with concurrent jurisdiction in case of emergency callout or disaster; and
 - d. No employee may be employed by a business in which the manager restricts the sworn member from certain areas within the premises to which the public has access.
- E. Extra-Duty Employment: Employees may engage in extra-duty employment as follows:
- 1. Where a government profit-making or not-for-profit entity has a contract agreement with the Police Department for officers in uniform who are able to exercise their official police duties.
 - 2. Types of extra-duty services which may be considered for contracting are:
 - a. Traffic control and pedestrian safety;
 - b. Crowd control;
 - c. Security and protection of life and property;
 - d. Routine law enforcement for public authorities;
 - e. Plain-clothes assignments.
 - 3. Private entities that wish to contract for extra or special duty services will be asked to correspond with the Director of Law Enforcement Services and indicate their understanding of the hourly rate for these services as well as execute a contractual agreement. A copy of this correspondence will be forwarded to the Finance Department for billing purposes.
 - 4. The Director of Law Enforcement Services or his/her designee is responsible for planning, staffing and coordinating all Special Duty events requiring extra-duty employment. All requests for this type of police service will be forwarded to the Director of Law Enforcement Services or his/her designee for approval.

- a. The employee assigned to the special detail will be paid at their prevailing time and one-half rate.
5. A detail sign-up sheet will be posted allowing personnel to sign up for all details.
 - a. Outside details will be distributed on a rotating seniority basis.
 - b. Assignments to special details will not interfere with street coverage or the employee's abilities to work their normal tour of duty.

F. Limitations on Regular Off-Duty and Extra-Duty Employment:

1. In order to be eligible for secondary employment, personnel must be in good standing with the Department, and who is not on suspension. Continued approval of an employee's secondary employment is contingent on such good standing.
2. Employees who have not completed their field training, or who are on medical or other leave due to sickness, temporary disability or on-duty injury shall not be eligible to engage in any secondary employment.
3. Prior to obtaining regular off-duty or extra-duty employment, an employee shall comply with all departmental procedures for granting approval of such employment.
4. An employee may work a maximum of 24 hours of regular off-duty or extra-duty employment, or a total of 64 hours in combination with regular duty in a single week.
5. Work hours for all secondary employment must be scheduled in a manner that does not conflict or interfere with the employee's performance of duty.
6. An employee engaged in any secondary employment is subject to call-out in cases of emergency, and may be expected to leave their off-duty or extra-duty employment in such situations.
7. Permission for an employee to engage in outside employment may be revoked where it is determined pursuant to departmental procedures that such outside employment is not in the best interest of the Department. Furthermore, permission may be revoked in any case where an employee fails to perform adequately while on duty or receives disciplinary action in any way related to such outside employment.

8. No employee shall solicit any person, business, or other entity for secondary employment while on duty, or while acting as a Western Springs Department of Law Enforcement Services employee.

G. Liability

1. In working regular off-duty employment, personnel fully understand and agree to the terms and conditions contained herein. Personnel also agree not to file a claim of any kind or nature against or with the Department. In addition, if the employee, anyone at the employee's direction, or on the employee's behalf, or any third party or entity, does file a claim, the employee agrees to defend, hold harmless, and fully indemnify the Department for any costs, losses, claims, reasonable attorney fees, and/or expenditures incurred by the Department. The employee understands that it is their sole responsibility to arrange with the secondary employer for the protection of liability and health insurance, worker's compensation, and the like.
2. The Department shall not be responsible for medical expenses, losses, and/or costs incurred from injuries sustained while the employee is working in any regular off-duty employment.
3. The Department shall not be responsible for any expenses, losses, and/or costs associated with injury leave incurred from injuries sustained while the employee is working in any regular off-duty employment.
4. The Department shall not be responsible for any retirement, pension, or other types of expenses, losses, and/or costs incurred from injuries sustained while the employee is working in any regular off-duty employment.
5. The Department shall not be responsible for any third party liability incurred or created while an employee is working in any regular off-duty employment.
6. The Department shall not be responsible for any expenses, losses, and/or costs incurred for defense of any criminal prosecution against the employee as a result of any regular off-duty employment.

APPENDIX E

ELECTION, WAIVER AND RELEASE FOR DISCIPLINARY PROCESS

I, _____, a sergeant in the Village of Western Springs, and a member of the Metropolitan Alliance of Police, Chapter 456 being proposed for discipline by the Village of Western Springs Police Department, have been informed of my options to dispute discipline in accordance with the Collective Bargaining Agreement between the Village of Western Springs and the Metropolitan Alliance of Police, Chapter 456.

In accordance with section 6 of the Grievance Procedure, the employee shall have three (3) calendar days to submit a copy of the Election Form and Decision to the Union for approval to arbitrate the discipline. The Union shall have an additional seven (7) calendar days to approve or deny the request for arbitration. If the Union authorizes an arbitration concerning the discipline, it shall notify the Chief or the Chief's designee in writing of the intent to arbitrate within ten (10) calendar days of the issuance of the Decision to Discipline. If approved by the Union for arbitration, the Election Form shall constitute a grievance which shall be deemed filed at the arbitration step of the grievance procedure. When a grievance is elected, the arbitrator will determine whether the discipline was imposed with just cause, and whether the discipline was excessive. If the arbitration is not approved by the Union within ten (10) calendar days of the Decision to Discipline, or is not elected by the employee, the employee retains his rights to appeal discipline before the Village of Western Springs Fire & Police Commission in accordance with the Illinois Municipal Code, Division 2.1, Board of Fire and Police Commissioners, 65 ILCS 5/10-2.1 *et seq.*, as amended.

_____ (*initial*) I understand that I may elect to pursue a grievance over such discipline (option A), or I may choose to dispute the discipline before the Village of Western Springs Board of Fire and Police Commissioners (option B), but not both. I understand that an election of one of these procedures is a waiver of my rights and remedies to the other to the extent described within Section 6 of the grievance procedure.

I have had an opportunity to discuss these options with a union representative and choose to dispute the proposed discipline before the following forum:

A. Grievance Arbitration

By selecting the grievance process alternative, I acknowledge my understanding that the Village has the right to unilaterally impose the proposed discipline immediately (meaning: retroactive to the date of the decision to discipline), subject to possible later modification or reversal by an arbitrator should I or the Union choose to pursue a grievance through arbitration, provided that the Chief simultaneously provides me with a copy of all reports and evidence relied upon by the Chief to demonstrate the alleged rule violation, including mitigating and exculpatory evidence. An arbitrator will determine whether the discipline was imposed with just cause, and whether the discipline was excessive.

By election to file a grievance over my discipline I hereby release the Village of Western Springs, the Western Springs Board of Fire and Police Commissioners and the Metropolitan Alliance of Police, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election.

I hereby elect the grievance arbitration procedure and waive my rights to a hearing before the Village of Western Springs Board of Fire and Police Commissioners as described within Section 6 of the grievance procedure. This document will be considered my grievance.

Agreed: _____

Date: _____

Witness: _____

Date: _____

B. Board of Fire and Police Commissioners

By selecting an appeal of discipline before the Village of Western Springs Board of Fire and Police Commissioners, I understand that I will have a hearing over such discipline before the Board of Fire and Police Commissioners of the Village of Western Springs in accordance with their rules and the laws of the State of Illinois as provided within the Illinois Municipal Code, Division 2.1, Board of Fire and Police Commissioners, 65 ILCS 5/10-2.1 *et seq.*, as amended. I agree that such hearing shall be a waiver of the grievance/ arbitration procedures of the collective bargaining agreement between the Village of Western Springs and the Metropolitan Alliance of Police.

By election to have a hearing before the Board of Fire and Police Commissioners over my suspension or discharge, I hereby release the Village of Western Springs, the Western Springs Board of Fire and Police Commissioners and the Metropolitan Alliance of Police, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election. I understand that this hearing will be subject to the Rules and Regulations of the Village of Western Springs Board of Fire and Police Commissioners.

I agree that such hearing shall be a waiver of the grievance/ arbitration procedures of the collective bargaining agreement between the Village of Western Springs and the Metropolitan Alliance of Police. I hereby acknowledge that charges will be filed with the Board of Fire and Police Commissioners requesting my discipline. This document will be considered my request for a hearing concerning this discipline.

Agreed: _____

Date: _____

Witness: _____

Date: _____

Received by the Chief of Police's Office: _____

Date: _____