

**AGREEMENT
BETWEEN
VILLAGE OF GLENWOOD, ILLINOIS
AND
METROPOLITAN ALLIANCE OF POLICE CHAPTER #612**

May 1, 2010 through December 31, 2011

PREAMBLE

THIS AGREEMENT entered into by the VILLAGE OF GLENWOOD, ILLINOIS (hereinafter referred to as the "Village" or the "Employer") and Metropolitan Alliance of Police Chapter #612 (hereinafter referred to as the "Union" or "MAP" or "Chapter") is in recognition of the Union's status as the representative of the Village's sworn full-time peace officers in the ranks of Sergeant or below in the Police Department, and has as its basic purpose the promotion of good working relations between the Employer and the Union; to encourage and improve efficiency and productivity; to prevent interruptions of work and interference with the operations of the Village; the establishment of an orderly procedure for the resolution of grievances as provided herein; and the establishment of an entire agreement covering all rates of pay, hours of work, and conditions of employment applicable to bargaining unit employees during the term of this Agreement.

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

ARTICLE I

RECOGNITION

Section 1.1. Recognition. The Village recognizes the Union as the sole and exclusive collective bargaining representative for all sworn full-time peace officers in the ranks of Sergeant or below employed by the Police Department of the Village (hereinafter referred to as "officers" or "employees"), but excluding all other employees, including, but not limited to, all employees holding the position of Police Chief or Assistant Police Chief; all sworn peace officers above the rank of Sergeant; all part-time or temporary employees; all civilian employees; all employees excluded from the definition of "peace officer" as defined by Subsection 1603(k) of the Illinois Public Labor Relations Act (as it existed on January 1, 1989); all non-Police Department employees; and all managerial, supervisory, confidential, professional, short-term security and craft employees, as deemed by the Illinois Public Labor Relations Act (as it existed on January 1, 1989).

Section 1.2. Probationary Period. All new employees and those hired after loss of seniority shall be considered probationary employees until they have completed a probationary period of eighteen (18) months of work. Time absent from duty or not served for any reason shall not apply toward satisfaction of the probationary period, except for holidays, vacation, and paid sick leave. Probationary employees shall be entitled to all rights, privileges, and benefits provided for in this Agreement, except that during an employee's probationary period, the employee may be suspended, laid off, or terminated without cause at the sole discretion of the Village. Such probationary employees shall have no recourse to the grievance procedure or to the Board of Fire and Police Commissioners to contest such a suspension, layoff, or termination. Furthermore, there shall be no seniority among probationary employees. Upon successful

completion of the probationary period, an employee shall acquire seniority, which shall be retroactive to his last date of hire with the Village in a position covered by this Agreement.

Section 1.3. Union Officials. For purposes of this Agreement, the term "Union Officials" shall refer to the Union's duly elected Officers (president, Vice-Presidents, Recording Secretary, and Secretary-Treasurer, Trustees, and Business Agents).

Section 1.4. Union Representative. (a) The Village agrees that employees have all rights afforded under the Illinois Uniform Peace Officer Disciplinary Act. The Village also agrees employees have Weingarten rights where information obtained from the questioning may be used in support of discipline of an employee.

(b) Information obtained in violation of this Section may not be used in support of disciplinary action.

ARTICLE II

UNION SECURITY AND RIGHTS

Section 2.1. Dues Check-Off. The Village will deduct from the first paycheck each month one-half of the appropriate dollar amount of union dues and from the second paycheck each month the second half of the appropriate amount of dues for each employee in the bargaining unit who has filed with the Village a voluntary, effective check-off authorization as provided by the Union. The amount of dues checked-off shall be equal to the current dues amount as stipulated by the Metropolitan Alliance of Police. The Union will give the Village thirty (30) days notice of any such change in the amount of uniform dues to be deducted. Dues shall be remitted to the Union by the tenth (10th) day of the month following deduction. A Union member desiring to revoke the dues check-off may do so by written notice to the Employer at any time during the thirty (30) day period prior to the annual anniversary date of the contract and the employer shall honor such request. The Union agrees to refund to the employee(s) any amounts paid to the Union in error on account of this dues deduction provision. The Village shall provide the Union within thirty (30) days, the name, address, rank, rate of salary, and starting date of any new employee hired into the bargaining unit.

Section 2.2. Fair Share. During the term of this Agreement, employees, who are not members of the Chapter, will, commencing thirty (30) days after the effective date of this Agreement, pay a fair share fee to the Chapter for collective bargaining and contract administration services tendered by the Chapter as the exclusive representative of the employees covered by this Agreement. Such fair share fee shall be deducted by the Employer from the earnings of non-members and remitted to the Chapter each month. The Chapter shall annually submit to the Employer a list of the Officers who will be covered by this Agreement who are not members of the Chapter and an affidavit which specifies the amount of the fair share fee, which shall be determined in accordance with the applicable law. Any employees objecting to the deduction of dues from their wages shall have the option of exercising their rights under the applicable law concerning objections to dues deductions and subsequent fair share fee calculations. The Union agrees to provide and be responsible for full compliance with all the requirements and rights held by fair share fee payers.

Section 2.3. Union Indemnification. The Chapter shall defend, indemnify, and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise from fair share or dues deduction issues as long as the employer does not initiate or prosecute said lawsuits.

Section 2.4. Fair Representation. The Union recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Union. The Union further agrees to indemnify, defend, and hold harmless the Village and its officials, representatives, and agents from any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for all legal costs resulting from any failure on the part of the Union to fulfill its duty of fair representation.

Section 2.5. Bulletin Board. The Village will make available space on a bulletin board in the Police Department for the posting of official union notices which are germane to its roll as the exclusive bargaining representative and which are not political or partisan in nature. The Union will limit the posting of Union notices to such bulletin board.

Section 2.6. Visit By A Union Representative. The Village agrees that a non-employee Union representative shall have reasonable access to the Police Department to meet with representatives of the Village after scheduling a mutually agreeable time, or with employees on non-duty time, after advising the Police Chief or the Chiefs designee by telephone or in writing of the matter requiring the Union's attention.

Section 2.7. Labor-Management Meetings. At the request of either party, the President of the Union and the Police Chief or their designees may meet at mutually agreed upon times, up to once each calendar quarter, to discuss matters of mutual concern that do not involve negotiations. The President of the Union may invite other bargaining unit members or Union representatives (not to exceed three) to attend such meetings. The Police Chief may invite other Village representatives (not to exceed three) to attend such meetings. Other parties may be invited to attend such meetings by mutual agreement of the Village and Union. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least seven (7) calendar days prior to the date of the meeting. This Article shall not be applicable to any matter that is being discussed pursuant to the grievance procedure set forth in this Agreement, or that is the subject of pending or threatened proceedings in court or before the Board of Fire and Police Commissioners. Attendance at these meetings shall be on non-duty time and shall not be considered as time worked for the employees involved, except for up to two (2) employees who attend such meetings on their regularly scheduled duty time and who shall remain available for emergency response.

ARTICLE III

MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Village retains all rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its employees, to make and implement decisions with respect to the operation and management of its operations in all respects, including all rights and authority possessed or exercised by the Village prior to the recognition of the Union as the bargaining agent for the employees covered by this Agreement. These rights and authority include, but are not limited to, the following: to plan, direct, control, and determine all the operations and services of the Village; to utilize and select suppliers and subcontractors; to supervise and direct the working forces; to establish the qualifications for hire and conditions for continued employment and to select hire, evaluate, promote, demote, and transfer employees; to schedule and assign work; to establish and enforce 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 Village operations and services shall be provided or purchased; to determine whether services are to

be provided by employees covered by this Agreement or by other employees or non-employees not covered by this Agreement; to make, alter, and enforce rules, regulations, orders, and policies; to evaluate employees; to discipline, suspend, and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; to layoff or otherwise relieve employees from duty because of lack of work or for other reasons; and to take any and all actions as may be necessary to carry out the mission of the Village in situations of local disaster or civil unrest emergencies as may be formally declared by the Mayor or the Mayor's designee or the Village Board of Trustees. In the event of such emergency action, the provisions of this Agreement may be suspended, if necessary, provided that all provisions of this Agreement shall be immediately reinstated once a local disaster or emergency condition ceases to exist.

ARTICLE IV

SUBCONTRACTING

Section 4.1. Notice of Discussion. Except for when an emergency situation exists, before the Village changes its policies involving the overall subcontracting of work in a general area where such policy change will result in the layoff of one (1) or more bargaining unit employees, the Village will notify the Union at least thirty (30) calendar days before it implements such subcontracting and will offer the Union an opportunity to meet and discuss the Village's subcontracting decision and its effect on bargaining unit employees before the date any existing bargaining unit employee is laid off (i.e., removed from the payroll as a direct result of the contracting out). These discussions will not be used, however, to delay the subcontracting, provided that the Village gives the thirty (30) day notice in a timely manner. Such discussions may include, among other items, the relative economic costs and effects of such action upon bargaining unit employees who may be laid off as a result of such subcontracting (provided, however, the Village's decision following such discussions shall be final and shall not be made the subject of a grievance or arbitration proceeding, nor shall the Village's decision and its implementation be made the subject of any unfair labor practice charge under the Illinois Public Labor Relations Act, as amended.)

ARTICLE V

HOURS OF WORK AND OVERTIME

Section 5.1. Application of Article. Nothing in this Article or Agreement shall be construed as a guarantee of hours of work per shift, per week, per work cycle, or any other period.

Section 5.2. Normal Work Period, Workday and Schedule. (a) The normal work period for shift employees (i.e. those assigned to around the clock operations) shall be fourteen (14) days. The schedule shall be either: (1) 2 days on, 2 days off, 3 days on, 2 days off, 2 days on and 3 days off, or (2) 2 days off, 2 days on, 3 days off, 2 days on, 2 days off and 3 days on. The normal workday for shift employees shall be twelve (12) hours, including a paid thirty (30) minute lunch break, which will normally be scheduled with the officer's immediate supervisor. In addition, each employee will schedule one (1) day off during the course of each two (2) consecutive fourteen (14) day periods -i.e. once every twenty-eight (28) days. Such days shall be scheduled with the approval of the Chief or his designee, except that in the case of duplicate requests for the same day off, the most senior officer shall be allowed to take the day. The normal work period for non-shift employees shall be seven (7) days, and shall be forty (40) hours of work based on five (5) eight (8) hour shifts per week.

(b) The current twelve (12) hour shift and rotation will be maintained during the duration of this agreement. However, if the number of full-time sworn and certified bargaining unit patrol officers available to perform full duties falls below sixteen (16), the Chief shall, upon 30 days notice to the Union, change the normal period and rotation to the 4-2 schedule incorporated in the parties 2001-2006 Collective Bargaining Agreement. In the event the number of full-time sworn and certified bargaining unit patrol officers available to perform full duties returns to sixteen (16), the schedule shall revert back to the twelve (12) hour schedule provided for herein thirty (30) days following the availability of sixteen (16) full-time sworn bargaining unit patrol officers. In addition, the Union membership may choose on an annual basis to revert to the eight (8) hour schedule in the parties 2001-2006 Agreement. In the event the Union chooses this alternative, it will notify the Chief no later than December 1st of a calendar year to become effective on February 1st of the following year.

(c) The Chief of Police shall, during the first week of November, post all shifts for selection by all full-time sworn bargaining unit patrol officers. Officers may then select their shifts and day-off key by seniority for the coming year, except that if the bid results in any shift having less than two (2) full-time sworn and certified patrol officers with at least a minimum of two (2) years of full-time experience as a police officer, the Chief may, at his discretion, reassign by seniority the least senior officer with two (2) or more years of full-time experience as a police officer to another shift to meet the requirements of two (2) officers with two (2) years full-time experience on a shift. In the event, such reassignment results in a surplus or deficiency of officers with less than two (2) years fulltime experience on a shift, the Chief may at his discretion reassign the least senior officer with less than two (2) years seniority to another shift.

(d) The Chief of Police shall, during the first week of November post all shifts for selection by all full-time sworn bargaining unit sergeants. Sergeants may then select their shifts and day-off key by seniority for the coming year.

(e) Unless the Union expressly agrees in writing to the contrary, no Employee will be required to work more than 16 consecutive hours.

(f) When officers are working 8 hour shifts, all four hour training blocks will occur between the hours of 8 a.m. and 12 p.m. on Monday through Thursday.

(g) For all purposes in this agreement, the officers assigned to work the midnight shift will be deemed to have worked on the date when their shift starts.

Section 5.3. Changes In Normal Work Period, Workday, and Work Schedule. The shifts, workdays and hours to which employees are assigned, shall be stated on the Departmental work schedule. Should it be necessary in the interest of efficient operations to establish temporary or permanent schedules departing from the regular and normal workday, work period, or work schedule, the Village shall (1) inform the Union of any such change before its is implemented; (2) allow the Union an opportunity to discuss it with the Village; and (3) absent an emergency, give at least seventy-two (72) hours notice of such change to the individuals affected by such change. Upon request, the Village shall negotiate with the Union over the impact of such change, although the Village may institute the change on a temporary basis pending the outcome of such impact negotiations and/or impasse resolution. The resolution of any bargaining impasse arising from such impact negotiations shall be in accordance with Article XXI (Impasse Resolution).

Section 5.4. Overtime Pay. All employees shall be paid at one and one-half (1 1/2) times their regular straight-time hourly rate of pay for each hour worked in excess of their normal work period and/or

their normal work day. Overtime pay shall be received in fifteen (15) minute segments as provided by the Fair Labor Standards Act (FLSA). For purposes of this Article, time worked shall include that time spent on duty as provided by the Fair Labor Standards Act (FLSA), and shall also include sick leave, vacation time, personal business leave, compensatory time, funeral leave, and leave for a work related injury compensable under worker's compensation, and any other approved time off. All overtime shall be paid on a bi-weekly basis, on the same schedule as the regular Village payday.

Section 5.5. Compensatory Time. Effective November 1, 2010, at the Employee's option, the Village shall grant compensatory time off in lieu of overtime payment at the applicable rate.

Employees shall be entitled to receive and utilize compensatory time pursuant to the terms of the Fair labor Standards Act. Employees shall be able to carry-over a maximum of 80 hours of compensatory time throughout the next fiscal year with all time over 40 hours to be paid at the end of the following fiscal year.

Unless mutually agreed otherwise, the status quo for Section 5.5 of the successor agreement beginning January 1, 2012 will be the language contained in Section 5.5 of the May 1, 2006-April 30, 2010 CBA.

Section 5.6. Court and Training Time. Patrol officers who would otherwise be off-duty shall be paid at their applicable hourly rate of pay, as provided in Section 5.4 above, for all hours worked (or a minimum of two (2) hours, whichever is greater) when (1) appearing in Court on behalf of the Village in the capacity of a commissioned officer, or (2) when preparing for an off-duty court appearance when in the presence of a prosecuting attorney, or (3) when participating in mandatory off-duty training exercises (such as firing range practice and SWAT team). Off-duty lunch periods shall not be counted toward hours worked.

Section 5.7. Call-Back Pay. All call-back is defined as a work assignment which does not immediately precede or follow an employee's regularly scheduled working hours. A patrol officer called back to work after having left work shall receive a minimum of three (3) hours pay at the applicable hourly rate of pay, as provided in Section 5.4 above, unless the individual is called back to rectify his own error. Detectives who are called in will receive a minimum of four (4) hours at the applicable hourly rate, as provided in Section 5.4 above.

Section 5.8. Required Overtime. The Chief of Police or the Chiefs designee(s) shall have the right to require overtime work and employees may not refuse overtime assignments. In non-emergency situations, the Chief or the Chiefs designee as a general rule shall take reasonable steps to obtain volunteers for overtime assignments before assigning required overtime work. However, volunteers will not necessarily be selected for work in progress. Also, specific employees may be selected for special assignments based upon seniority, specific skills, ability and experience they may possess. The Chief will endeavor to equalize overtime opportunities among patrol officers each calendar year. If a patrol officer demonstrates that he has not been offered his fair share of overtime opportunities, he shall be given first preference for overtime in the future until the imbalance is corrected.

Section 5.9. No Pyramiding. Compensation shall not be paid (nor compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

Section 5.10. Minimum Staffing. The Village guarantees a minimum staffing of three (3) full-time union officers per shift.

Section 5.11 Light Duty. At such time as an officer who is injured or ill on or off duty is determined to be able to work on a temporary light duty basis, the Chief, shall, based upon the availability of meaningful light duty work, offer such officer to return to work on a light duty basis so long as:

1. the employee's attending physician has provided a written prognosis of expected return to full duty within eighteen (18) months of the last day of work; and
2. the employee has a medical release from his or her physician to perform the light duty assignment.

Light duty cannot be unreasonably denied. The maximum light duty assignment for an off duty injury is four (4) months, except that light duty assignment may be extended upon approval of the Village Board of Trustees, and will only be granted, dependant upon the continued availability of meaningful light duty work. Under no circumstances may a temporary light duty position extend beyond 365 days. The light duty assignment will be performed only at the police department.

ARTICLE VI

SENIORITY, LAYOFF AND RECALL

Section 6.1. Definition of Seniority. For purposes of this Agreement, seniority for patrol officers shall be defined as an employee's length of continuous service from the last date of beginning continuous full-time employment in a position covered by this Agreement. Seniority for Sergeants shall be defined as the employee's length of continuous service in the rank of Sergeant (in addition to service in any higher rank or position within the Department). Seniority shall accumulate during all authorized paid leaves of absence. Seniority shall not accumulate from the first day of an authorized unpaid leave of absence (except for being called to active duty in the military service) or layoff of thirty (30) calendar days or more. Conflicts of seniority shall be determined on the basis of the order of employees on the eligibility list from which they were hired (in the case of patrol officers) or promoted (in the case of Sergeants).

Section 6.2. Seniority List. On or about November 15 of each year, the Village will provide the Union with a seniority list of all employees in the bargaining unit setting forth each employee's seniority date and rank. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Village in writing within fourteen (14) days after the Union's receipt of the list. Upon request in writing to the Police Chief, an updated seniority list will be provided to the Union during the course of the year.

Section 6.3. 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 Revised Statutes (Chapter 24, Section 10-2.1-8, as it existed as of January 1, 1990), provided that the remaining employees are qualified to do the remaining work without further training. Any employee who is laid off, so long as they remain on the recall list, shall be given priority over any part-time police officers for any available part-time police officer's work at the then prevailing hourly rates established by the Village fm such part-time police officers.

Section 6.4. Recall. Employees who are laid off shall be placed on a recall list, including probationary employees, for a period of eighteen (18) months. If there is a recall, employees who are still

on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training.

Employees who are eligible for recall shall be given ten (10) calendar days notice of recall (with the first of the ten (10) days being the date of the notice to the employee is postmarked). The notice of recall shall be sent to the employee by certified mail with a copy similarly mailed or personally delivered to a designated representative of the Union, provided that the employee must notify the Police Chief or the Chief's designee of his or her intention to return to work within three (3) calendar 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 each employee to provide the Police Chief or the Chief's designee with his or her latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list. If the Village has not heard from the employee within ten (10) calendar days of mailing a properly addressed notice of recall, the employee's name shall be removed from the recall list.

Section 6.5. Termination of Seniority. Seniority for all purposes and the employment relationship shall be terminated if the employee:

- (a) Quits; or
- (b) Is discharged; or
- (c) Retires; or
- (d) Falsifies the reason for a leave of absence or is found to be working during a leave of absence without prior written approval of the Chief; or
- (e) Fails to report to work at the conclusion of an authorized leave of absence, layoff, or vacation; or
- (f) Is laid off and fails to respond to a notice of recall within three (3) calendar days after receiving notice of recall or to report for work at the time prescribed in the notice of recall or otherwise does not timely respond to a notice of recall as provided in Section 6.4 of this Agreement; or
- (g) Is laid off or otherwise does not perform bargaining unit work for the Village for a period in excess of eighteen (18) months; or
- (h) Is absent for three (3) consecutive working days without notification to or authorization from the Village.

ARTICLE VII

DISCIPLINE

Section 7.1. Discipline. The Village may discipline post-probationary employees only for just cause. The parties agree that written warnings shall be expunged from the employee's personnel file one year after issuance as long as the same infraction has not reoccurred. The parties further agree that the Chief shall have the power and authority to impose such disciplinary actions as oral or written warnings

and suspensions up to five days. Any disciplinary actions (filing of charges or lesser disciplinary action which the Chief may impose) will commence within at least thirty (30) days of the completion of the investigation concerning the violation. Suspensions will not occur without at least seven (7) day notice to the employee. An employee may request a status report of a disciplinary investigation every fifteen (15) days. The parties agree that nothing in this Agreement shall supersede the provisions of the uniform peace Officer's Disciplinary Act, 50 ILCS 725/1, et. seq.

Section 7.2. Fire and Police Commission Authority/Arbitration of Discipline. The parties recognize that the Fire and Police Commission of the Village of Glenwood has certain statutory authority over employees covered by this Agreement as defined in the Illinois Municipal Code, 65 ILCS 5/10-2.1-1 et. seq. This Agreement is nevertheless intended to supplement the authority of the Fire and Police Commission by providing non-probationary employees with the right to choose between having a dispute as to disciplinary action resolved through the grievance/arbitration procedure of this agreement or by a hearing conducted by the Fire and Police Commission. Accordingly, the parties agree that if a disciplinary matter as to which a grievance has been filed is not resolved at step three of the grievance procedure, the employee shall have the right to choose to have the dispute heard before the Fire and Police Commission, if the dispute is within the powers of the Commission, or to move the matter to arbitration pursuant to the grievance procedure. The filing of a notice with the Village by the Union to refer the grievance to arbitration shall constitute notice of the employee's election to appeal the disciplinary dispute through the grievance arbitration procedure and to waive any hearing before the Fire and Police Commission. Notwithstanding the above, the parties agree that oral and written warnings may not be referred to arbitration. In the event of any conflicts between this procedure and any Village ordinances or the Fire and Police Commission rules, the provisions of this Agreement shall take precedence. The administration of discipline by the Village in all other respects shall be carried out as stated in the sections which follow.

ARTICLE VIII

(GRIEVANCE PROCEDURE)

Section 8.1. Definition. A "grievance" is defined as a complaint arising under and during the term of this Agreement raised by an employee or the Union against the Village alleging that there has been an alleged violation, misinterpretation, or misapplication of an express written provision of this Agreement, except that any dispute or difference of opinion concerning any oral or written warnings shall not be considered a grievance under this Agreement. Written reprimands can be grieved up to and excluding arbitration.

Section 8.2. Procedure. A grievance filed against the Village will be processed in the following manner:

1. An employee who has a grievance is encouraged to resolve the grievance informally through discussions with his immediate supervisor who is not a member of the bargaining unit and who is not otherwise represented by MAP. Any employee or authorized Union Official acting on behalf of the Union who has a grievance that cannot be resolved informally shall submit the grievance in writing to the immediate supervisor who is not a member of the bargaining unit and who is not otherwise represented by MAP 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 specific relief requested. All grievances must be presented no later than ten (10) calendar days from the date of the occurrence of the event first giving rise to the grievance.

The immediate supervisor shall render a written response to the grievant within seven (7) calendar days after the grievance is presented.

2. If the grievance is not settled at Step 1 and the grievant wishes to appeal to Step 2 of the grievance procedure, it shall be submitted in writing to the Police Chief within seven (7) calendar days after receipt of the Village's answer in Step I or within seven (7) calendar days of when the Village's answer in Step I was due. The Chief shall offer to discuss the grievance with the grievant and a Union Official at a mutually agreeable time within seven (7) calendar days of his or her receipt of the grievance. The Chief may have present other persons whom the Chief deems appropriate. If no settlement of the grievance is reached, the Chief will provide a written answer within seven (7) calendar days of the discussion or within fourteen (14) calendar days of his or her receipt of the grievance, whichever occurs first.

3. If the grievance is not settled at Step 2 and the grievant wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted in writing to the Mayor within seven (7) calendar days after receipt of the Village's answer in Step 2 or within seven (7) calendar days of when the Village's answer in Step 2 was due. The Mayor or the Mayor's designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within seven (7) calendar days with the grievant and a Union Official. The Mayor may have other persons present whom he or she deems appropriate. If no settlement of the grievance is reached, the Mayor or the Mayor's designee shall provide a written answer to a designated Union Official within seven (7) calendar days following the meeting or within fourteen (14) calendar days of his or her receipt of the appeal whichever occurs first.

Section 8.3. Arbitration. If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within fourteen (14) calendar days of receipt of the Village's written answer as provided to the Union at Step 3 or within fourteen (14) calendar days of when the Village's answer in Step 3 was due:

- a. The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said seven (7) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who are all members of the National Academy of Arbitrators and who reside in Illinois. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Village and the Union shall have the right to alternately strike three (3) names from the panel, with the Union striking first. The person remaining shall be the arbitrator.
- b. The arbitrator shall be notified jointly by the parties of his or her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Village representatives.
- c. The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union retain the right to employ legal counsel.
- d. The Arbitrator shall submit his or 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 only if both parties mutually agree to do so 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 Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.
- g. The Union and Village agree that the Union has the right to bring class grievances on behalf of more than one member.

Section 8.4. Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question 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 state or federal laws or court decisions or rules and regulations of state or federal administrative bodies that have the force and effect of law. Any decision or award of the arbitrator rendered within the limitations of this Section 8.4 shall be final and binding upon the Village, Union, and the employees covered by this Agreement.

Section 8.5. Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted at Step I within ten (10) calendar days after the discovery of the occurrence of the event first giving rise to the grievance.

If a grievance is not presented by the employee or the Union within the time limits set forth above, it shall be considered "waived" and may not be pursued further by the employee or the Union. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer. If the Village does not hold a meeting or answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Union may elect to treat the grievance as denied at that 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.

Section 8.6. Miscellaneous. No member of the bargaining unit or other non-bargaining unit employee represented by the Union shall have any authority to settle or respond to a grievance as defined in Section 8.1. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit or other Village employee represented by the Union concerning the meaning, interpretation, or application of any provision of this Agreement shall impose any obligation or duty or be considered to be authorized by or binding upon the Village unless and until the Village has agreed thereto in writing. Nothing in this Section 8.6 shall make a bargaining unit employee liable or subject to discipline for following the directives and orders of any superior officer.

ARTICLE IX

NO STRIKE -NO LOCKOUT

Section 9.1. No Strike. Neither the Union nor any officials, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, hand-billing, slowdown, speed-up, sit-down, concerted stoppage of work, concerted refusal to perform overtime, mass

resignations, mass absenteeism, 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.

Each employee who holds the position of a Union Official or other position of authority with the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Section. Accordingly, the Union agrees to notify all Union Officials and agents of their obligations and responsibility for maintaining compliance with this Section, including their responsibility to abide by the provisions of this Section by remaining at work (that is, those who are employees of the Village) during any interruption as outlined above. In addition, in the event of a violation of this Section of this Article, the Union agrees to inform its members of their obligations under this Agreement and to encourage and direct them to return to work by all means available under its Constitution, By-Laws, or otherwise.

Section 9.2. No Lockout. The Village will not lock out any employees during the term of this Agreement as a result of an actual or anticipated labor dispute with the Union.

Section 9.3. Penalty. The only matter which may be made the subject of a grievance or a proceeding before the Board of Fire and Police Commissioners concerning disciplinary action imposed for an alleged violation of Section 9.1 is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

ARTICLE X

HOLIDAYS

Section 10.1. Holidays. The following are paid holidays for eligible employees:

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Day

If the Mayor and Village Board of Trustees, in their discretion, add holidays for a given year beyond those listed above which are to be observed by all regular full-time employees who are not represented for purposes of collective bargaining, then such additional holiday(s) shall be granted to the employees covered by this Agreement. If the Village grants one or more such additional holidays in one year, it will not be obligated to continue to grant them in future years.

Employee recognition events or parties shall not be considered holidays for purposes of this Article, but any employee covered by this Agreement shall be allowed to attend any such Village-wide events or, at the discretion of the Chief, shall be given an equivalent amount of comp time.

Section 10.2. Eligibility Requirements. Employees shall work all holidays when scheduled as part of their normal Departmental work schedule. To be compensated for a holiday, an employee must work the full scheduled day before and after the holiday, in addition to the full holiday when scheduled as part of their normal Departmental work schedule.

Section 10.3. Holiday Pay. (a) Employees assigned to around-the-clock shift operations who satisfy the eligibility requirements of Section.10.2 shall be paid, for each holiday for which they satisfy the eligibility requirements, an additional regular day's pay in effect when the holiday occurred if the holiday falls on a scheduled day off and the employee does not work the holiday. Employees who satisfy these eligibility requirements and work a full shift on the holiday shall receive an additional regular day's pay at time and one half (1-1/2) rates in effect when the holiday occurred as holiday pay. Such additional holiday pay will be distributed to all officers in one single check on the first pay period in December of each year, starting with the year 2002. If payment is not made at the time indicated herein, each Employee will receive one addition day of holiday pay.

(b) Note, in applying this Section 10.3, the shift that starts the day before the holiday and includes a portion of the holiday will receive an additional regular day's pay at time and one half (1-1½) rates, not the shift that starts on the day of the holiday and includes a portion of the day after the holiday. Using Christmas as an example, the shift that starts on Christmas Eve and ends on Christmas Day will receive an additional regular day's pay at time and one half (1-1/2) rates while the shift that starts at on Christmas Day and ends on the day after Christmas will not be deemed as having worked on the holiday and an additional regular day's pay.

(c) Employees assigned to non-shift operations shall be given the holiday off without loss of pay; the holiday will be observed by non-shift employees on the same day it is observed by other Village employees. In the event, however, that a non-shift employee fills in for a shift employee on a holiday, he shall be compensated for such holiday in the same manner as other shift employees, as provided in the preceding paragraph of this Section.

Section 10.4. Personal Business Leave. With prior approval of the Police Chief, employees may request to use up to two (2) shifts per calendar year to attend to personal business which cannot be rescheduled to off-duty hours. Personal business leave days must be used by the end of the calendar year or they will be lost; they cannot be carried over from year to year. Such requests shall be made no later than forty-eight (48) hours in advance of the desired time off. The Chief has discretion to approve or deny such requests. Under no circumstances will such requests be approved if the absence, in the Chief's judgment, would cause another employee to be held over or called back to work. Requests for time off for personal business that were previously approved may be revoked by the Chief, if subsequently it appears to the Chief that another employee would have to be held over or called back to cover all or part of the requesting employee's work schedule.

ARTICLE XI

VACATIONS

Section 11.1. Eligibility and Allowances. Every employee shall be eligible for paid vacation time after the completion of one (1) year of continuous full-time employment with the Village in a position covered by this Agreement. Employees shall start to earn vacation allowance as of their date of hire. Vacation allowances shall be earned monthly, based on the following schedule:

<u>Length of Completed Continuous Service</u>	<u>Number of Hours Per Year</u>
After completion of one (1) year	80 hours
After completion of five (5) years	120 hours
After completion of ten (10) years	160 hours
After completion of twenty (20) years	200 hours

Employees shall earn vacation allowances for any month in which they receive compensation for more than eighty-five (85) hours of work. For purposes of this section, vacations and holidays, as well as actual work time, shall be considered "hours of work"; no other paid or unpaid absence from duty shall be counted as "hours of work".

Section 11.2. Vacation Pay. The rate of vacation pay shall be the employee's regular straight-time pay in effect for the employee's regular job assignment on the payday immediately preceding the employee's vacation.

Section 11.3. Scheduling and Accrual. On or before November 1st the Police Chief or the Chief's designee shall post a schedule of days available for vacation during the upcoming calendar year. The Village may limit the number of employees of a given rank or position that can be off at anyone time. The employees on each shift shall then select their vacation preferences in the order of their seniority, with the most senior employee having first choice, the next most senior having second choice, and so on. Employees may schedule all or some portion of their allotted annual vacation days on the initial sign-up. The vacation periods requested pursuant to this procedure shall be submitted to the Police Chief or the Chief's designee for approval by March 1 of each year. The Police Chief or the Chief's designee shall review the requests and post a vacation schedule on or before April 1. After the vacation schedule has been established, employees can trade or reschedule vacation days only with the approval of the Police Chief or the Chief's designee.

After the vacation schedule has been established, any remaining unscheduled vacation days shall be taken on a first-requested, first received basis. Previously unscheduled vacation time must be scheduled with the Police Chief and is subject to his or her approval. Requests to take previously unscheduled vacation must be submitted to the Chief at least forty-eight (48) hours in advance of the start of the vacation, and will be subject to Departmental policies limiting the number of employees that will be allowed time off at anyone time. Employees who do not schedule all of their vacation time on the seniority sign-up as provided in the preceding paragraph of this Section 11.3 assume the risk that some of their vacation days may be forfeited if they cannot be scheduled later in the year.

Vacation allowances are earned on an anniversary year basis. Vacations to be scheduled and taken during a given calendar year are vacation allowances earned during the employee's anniversary year that will be completed during that calendar year (for example, an employee hired on August 1 will schedule vacation days for 1989 that he earns from August 1, 1998 to August 1, 1989). In the event an officer's seniority is terminated for any reason after he has taken vacation time that was not fully earned, the Village may deduct any vacation benefits that were used but unearned from any final compensation due to the officer. All vacation days must be taken by the end of the calendar year in which they are to be scheduled or they will be lost, unless the Police Chief authorizes in writing such days to be carried over to the following calendar year or to be bought back, or some combination of the two, as the Chief in his or

her discretion determines, The Chief will not unreasonably deny such a request where the employee has been unable to schedule his vacation due to circumstances beyond his or her control.

ARTICLE XII

SICK LEAVE

Section 12.1. Purpose and Allowance. Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees to work while sick. Any employee contracting or incurring any non-service connected sickness or disability (except where the injury or illness is incurred while the employee is performing compensated service outside of his employment with the Village) shall receive sick leave with pay as set forth in this Article.

Section 12.2. Days Earned in Accumulation. Employees shall be allowed eight (8) hours of sick leave for each month of service. Sick leave shall be earned by an employee for any month in which the employee is compensated for more than one hundred twenty (120) "hours of work". For purposes of this Section only, vacations and holidays, as well as actual work time, shall be considered "hours of work"; no other paid or unpaid absence from duty shall be counted as "hours of work". Sick leave cannot be taken before it is actually earned.

Section 12.3. Notification. Notification of absence due to sickness shall be given to an individual designated by the Police Chief (normally the Shift Supervisor on duty) as soon as possible on the first day of such absence and every day thereafter (unless this requirement is waived by the Chief in writing), but no later than two (2) hours before the start of the employee's work shift. Failure to properly report an illness may be considered as absence without pay and may subject the employee to discipline, as well.

Section 12.4. Medical Examination. The Village may, at its discretion, require an employee to submit a physician's verification of illness, and such verification will be required for sick leave of three (3) consecutive duty shifts or more. The Village may also require a physician's verification that the employee is well enough to return to work.

Falsification of any verification of illness shall be just cause for discipline, up to and including discharge. Any employee who fraudulently obtains sick leave will reimburse the Village for the sick leave and the Village may deduct such amounts from his paycheck. The Village, at its option, may require an employee to submit to an examination by a physician or other medical professional chosen by the Village; if the Village requires an employee to submit to an examination by a physician designated by the Village, the Village will pay the medical expenses to the extent they are not covered by insurance.

If required by the Village to receive a physician's verification or examination, the Employee will be paid for the time necessary to obtain the verification/examination and the Village will pay all out of pocket expenses associated with said verification/examination.

Section 12.5. Sick Leave Utilization. Sick leave shall be used in no less than an increment of one-half (1/2) shift. Sick leave may be utilized only for the purposes specified in Section 12.1. Sick leave shall accrue to a maximum of 1040 hours of sick leave for current employees employed as of April 16, 1998. Employees hired prior to April 16, 1998, who have between 1040 and 1200 hours in their sick leave bank as of April 16, 1998, shall be grandfathered at the level of their sick leave bank as of April 16, 1998. If

such an employee's sick leave bank subsequently falls down to 1040 hours, then 1040 hours shall thereafter be the maximum sick leave accumulation for such employee. For employees hired after April 16, 1998, sick leave shall accrue to a maximum of four hundred eighty (480) hours of sick leave.

Without penalty, in a calendar year, an employee may use up to five (5) eight (8) hour sick days without need for a doctor's note.

For the sixth through eighth use of a sick day(s) without a doctor's note, in a calendar year, the employee will only receive 50% of the value of the full sick day (but will still be credited with having used a full sick day).

For all sick days used after the eighth sick day (i.e. the ninth sick day) without a doctor's note, in a calendar year, the employee will only receive 25% of the value of the full sick day (but will still be credited with having used a full sick day).

The value of an employee's sick leave benefits are never diminished providing that the employee, employee's spouse, or employee's child is the one who is injured or sick, and also providing that the employee supplies a doctor's note (i.e. physician, medical doctor, osteopath, chiropractor, dentist, orthodontist, nurse-practitioner, or other licensed medical professional holding the title of "doctor") of said illness or injury. The Chief of Police may order an employee to have his/her doctor provide the note directly to the Employer or the employee can provide other reasonable means of verifying the validity of the doctor's note.

By way of example, if an employee presents a doctor's note for the first three days sick, then does not present a note for the next three, that employee will still have two unexcused days before the value of his/her sick days will be diminished. Nonetheless, the Employer reserves the right to take disciplinary action against any employee who fraudulently abuses sick time.

An employee hired prior to April 16, 1998 who has at least twenty (20) years of service on the Department as full-time sworn peace officer and who elects normal retirement at age fifty (50) or older, shall be paid for unused sick leave days at the rate of one hundred percent (100%) of his or her regular daily rate of pay in effect on the 30th of April immediately preceding his or her last day of active work for the Village for all accrued and unused sick leave days accumulated as of his or her last day of active work for the Village, up to a maximum of one hundred thirty (130) eight (8) hour days (maximum of 1040 hours of pay); however, that the fifty (50) year or older requirement shall not apply during a one-time window period from August 1, 1998 through April 1, 2006. During this window period, officers seeking to be paid for unused sick days must have 20 years of service as of the designated retirement date. If an officer cannot or chooses not to give the Village six (6) months notice of his pending retirement, the Village will have a grace period of up to six (6) months within which to prepare the check for unused sick time. The village will extend the provisions of this paragraph to the widow or widower of an active employee.

Section 12.6. Sick Leave Bank. There will be a "Sick Leave Bank Program" established conforming to the rules, regulations, and guidelines as established in the "Memorandum of Understanding" that is attached to this Contract. Disputes regarding the "Sick Leave Bank Program" as it is established will be subject to the grievance procedure as outlined in Article 8, but any such grievance shall terminate at Step 3, Mayor's Level, and there shall be no right to take such grievances to arbitration as set forth in Section 8.3. The Oversight Committee of this program will have membership from both the Union and the Village. See attached "Memorandum of Understanding."

ARTICLE XIII

ADDITIONAL LEAYES OF ABSENCE

Section 13.1. Unpaid Discretionary Leave. The Village may grant an unpaid leave of absence under this Article to any bargaining unit employee where the Village determines there is good and sufficient reason The Village shall set the terms and conditions of such leaves.

Section 13.2. Application for Leave. Any request for a leave of absence shall be submitted in writing by the employee to the Police Chief or the Chiefs designee as far as in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by the Police Chief or the Chiefs designee and it shall be in writing.

Section 13.3. Military Leave. Military leave shall be granted in accordance with applicable law. Employees must apply for such leave as soon as they are aware of the need for such leave.

Section 13.4. Funeral Leave. In the event of a death in the immediate family, an employee may take three (3) consecutive workdays off and receive regular straight-time pay. Such leave period ordinarily shall start the day after the employee learns of the death, unless the employee learns of the death while on duty, in which case he may elect to begin funeral leave immediately. For purposes of this Section, immediate family shall include only legal spouse, parent, child (including step-children), brother, sister, parent-in-law, step-parents, brother-in-law, sister-in-law, grandparent, grandchild, or any person who resided in the same home as the Employee at the time of his/her death. An employee will receive one work day off for the death of a spouse's grandparent. An employee may use an additional two (2) sick days (without penalty) to attend a funeral of one of the persons named in this Section where more than four (4) hours of travel is required. An employee shall provide satisfactory evidence of the death of a member of his immediate family and of the employee's attendance at the funeral if so requested by the Village.

Section 13.5. Union Business Leave. To the extent that there is no disruption of service, increase in costs, or interference with operations, leaves of absence without pay shall be granted up to one (1) employee at a time who is selected, delegated, or appointed by the Union to either (a) attend Union meetings, conventions, or educational conferences; or (b) attend grievance meetings or appeal hearings.

Section 13.6. Leave for Illness, Injury, or Pregnancy. In the event an employee is unable to work by reason of illness, or injury (including those compensable under workers' compensation), or pregnancy, the Village may grant a leave of absence without pay during which time seniority shall not accrue for so long as the employee is unable to work, except that for a work related injury compensable under workers' compensation, an employee shall accrue seniority for the first twelve (12) months of leave.

To qualify for such leave, the employee must report the illness, injury, or inability to work because of pregnancy as soon as the illness, injury, or pregnancy is known, and thereafter, furnish to the Police Chief or the Chiefs designee a physician's written statement showing the nature of the illness, injury, or state of pregnancy and the estimated length of time that the employee will be unable to report for work, together with a written application for such leave. Thereafter, during such leave, the employee shall furnish a current report from the attending doctor at reasonable intervals as required by the Village.

Before returning from leave of absence for injury, illness, or pregnancy, or during such leave, the employee, at the discretion of the Village, may be required to have a physical examination by a doctor designated by the Village to determine the employee's capacity to perform work assigned. A leave of absence for illness, non-job related injury, or pregnancy will under no circumstances be granted until an employee's entire accrued sick and vacation leave is first exhausted.

Section 13.7. Benefits While on Leave. Unless otherwise stated in this Article or otherwise required by law, length of service shall not accrue for an employee who is on an approved non-pay leave status as provided in Section 6.1. Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a pay status. Unless otherwise stated in this Article, an employee returning from leave will have his seniority continued after the period of the leave. Upon return, the Village will place the employee in his or her previous assignment, if vacant, if not vacant, the employee will be placed in the first available assignment according to the employee's seniority, where skill and ability to perform the work without additional training is equal.

If, upon the expiration of a leave of absence, there is not work available for the employee or if the employee could have been laid off according to his seniority except for his leave, he shall go directly on layoff.

During an approved unpaid leave of absence or layoff under this Agreement, an employee shall be entitled to coverage under applicable group medical and life insurance plans to the extent provided in such plans(s), provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the Village.

Section 13.8. Non-Employment Elsewhere. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment without prior written approval of the Chief Employees who engage in employment elsewhere during such leave without such prior written approval may immediately be terminated by the Village.

ARTICLE XIV

WAGES

Section 14.1. Base Wages. (a) Base wages shall take effect for patrol officers on the next payroll which is at least 5 working days after the date this contract has been approved and executed by the Parties and at specified dates thereafter are set forth on the Wage Schedule attached to this Agreement as Appendix A. Base wages shall take effect for Sergeants on the next payroll which is at least 5 working days after the date this contract has been approved and at specified dates thereafter are set forth on the Wage Schedule attached to this Agreement as Appendix B. Retroactive wage increases dating back to May 1, 2010 shall be due and payable on the next payroll which is at least 15 working days after the date this contract has been approved and executed by the Parties. Retroactive payments due to the Village and retroactive deductions from the Officer shall be deducted from retroactive wages or, if retroactive wages are not sufficient to cover all retroactive deductions, any unpaid amounts shall be deducted from the employee's next regular pay check. No employee's base wages shall be reduced as a result of the implementation of these wage schedules. Step Range increases shall be granted on the Wage Schedules attached to this Agreement as Appendices A and B on the employee's applicable anniversary date.

(b) Step Range increases will be granted automatically to officers as indicated in the wage schedules attached hereto as Appendices "A" and "B".

Section 14.2. Field Training: Officer and On-Call Detective Pay. (a) Field training officers (FTO) shall receive an additional one (1) hour of pay at straight time rates for each full duty shift during which the ITO has a new employee assigned to the FTO for field training and evaluation.

(b) Detectives shall receive an additional one hour of pay at straight time rates for each twenty-four (24) hour period they are required to be on call to respond to calls for service. This payment shall be accepted and deemed to fully compensate detectives for such on-call duty.

Section 14.3. Tuition Reimbursement. When a full-time employee is enrolled in an accredited university, college, or adult education program and the course and/or degree program being undertaken is related to his or her duties with the Village, the following tuition reimbursement plan shall apply when prior written approval for such reimbursement has been received from the Police Chief and the Mayor. Such approval may be refused at the Chief's or Mayor's discretion. Tuition reimbursement shall be capped at \$1500 per year.

The Village, upon receiving a tuition payment receipt consistent with the requirements of Paragraphs (a) and (c) of this Section, and subject to availability of budgeted funds, shall reimburse the employee at the rate of one hundred percent (100%) with a grade of "A", seventy-five percent (75%) with a grade of "B", or fifty percent (50%) with a grade of "c" or a "Pass". There shall be no reimbursement for grades below "C" or for "Incompletes".

Books, fees, mileage, lodging, and other incidental expenses will not be reimbursed; only tuition is subject to reimbursement. The Village will not provide reimbursement if other sources (such as scholarships, grants, etc.) have or will provide for reimbursement. The Village reserves the right to deny some requests for tuition reimbursement if it is felt that the tuition is out of line with other area schools where similar courses can be taken at a more reasonable tuition cost. Any employee who receives tuition reimbursement from the Village must remain employed by the Village for a period of one (1) year after the date of reimbursement or the employee will be required to pay back the Village for the tuition reimbursement; such payments may be deducted from final paychecks or other monies owed to the employee by the Village.

Section 14.4. Educational Incentive Pay. Educational incentive pay currently being paid to employees employed as of July 26, 1991 shall not be reduced. The Village will pay the following annual educational incentive pay amounts for qualifying employees. The following conditions will govern any increase in educational incentive pay for current employees and all educational incentive pay for new employees:

- a) Educational incentive pay will be paid only for college-level courses completed at a college or university that is fully accredited (i.e., by the North Central Association of Colleges and Schools).
- b) Only credit hours for which the employee received a grade of "c" or better (or a "Pass" in a course taken on a "Pass/Fail" basis) will be eligible to be counted for education incentive pay.
- c) The Village may require verification of college credit and grades by requiring the employee to have the college or university issue certified transcripts to the Village.
- d) Only course(s) for which the Village has received sufficient evidence of completion will be eligible to be counted for educational incentive pay.

- e) Educational incentive pay will not be paid to employees required to possess an Associates or Bachelor college degree or its equivalent as a condition of employment.
- f) Only courses taken as part of an Associates or Bachelors degree program in law enforcement will be counted for educational incentive pay, unless the Chief and the Mayor issue a written statement to the employee that a specific course that otherwise satisfies requirements a through e above has been determined by the Village to be specifically related to the employee's duties with the Village and will be counted for purposes of education incentive pay.
- g) The educational incentive pay will be added to the officer's base rate of pay within two pay periods after the Village receives notice from the officer of completion of said class.

The following annual educational incentive pay amounts will be paid out over the course of the years as an addition to the employee's regular base pay:

<u>Credit Hours Completed by May 1</u>	<u>Annual Educational Incentive Pay</u>
At Least 15 Semester Hours	\$250.00
At Least 30 Semester Hours	\$500.00
At Least 45 Semester Hours	\$750.00
At Least 60 Semester Hours	\$1000.00
Associates Degree or more (reasonably related to law enforcement)	\$1,250.00

Educational incentive pay amounts are non-cumulative (for example, an employee with 30 semester hours will receive \$500, not \$500.00 plus \$250.00). The retroactive increase in Educational Incentive Pay provided by this contract shall be due and payable on the next payroll which is at least 15 working days after the date this contract has been approved and executed by the Parties.

Section 14.5. Acting Shift Commander Pay. When an employee in the bargaining unit other than a Sergeant is required to assume the duties and responsibility of Shift Commander for two (2) to four hours during a full duty shift, (s)he shall be paid an additional one (1) hour straight pay. When an employee in the bargaining unit other than a Sergeant is required to assume the duties and responsibility of Shift Commander for four (4) or more hours during a full duty shift, (s)he shall be paid an additional two (2) hour straight pay.

Unless the chief has a reasonable objection to the most senior patrol officer serving as acting shift commander, the most senior patrol officer will be deemed the acting shift commander.

Section 14.6. Weapons Proficiency Pay. Within 30 days of April 30th of each year employees shall receive a separate check for weapons proficiency pay based upon the average of their weapons proficiency score achieved during the prior fiscal year, at a single course to be selected by the range officer for the fiscal year.

<u>Average Score</u>	<u>Payment</u>
90% -100%	\$400.00

80% -90%	\$300.00
70% -80%	\$200.00

If an officer scores less than 70%, and after he has been so informed and given an opportunity to raise that score above 70%, he shall be subject to disciplinary action. The retroactive increase in Weapons Proficiency Pay provided by this contract shall be due and payable on the next payroll which is at least 15 working days after the date this contract has been approved and executed by the Parties. The score will be based on the current State firearms standard.

Section 14.7. Longevity. Effective May 1, 2010, employees will receive the following increases for longevity on the respective anniversary dates:

<u>Years of Service</u>	<u>Longevity Pay</u>
5 – 9	1% added to base pay
10-19	2.5% added base pay
20-29	3.5% added to base pay
30	5% added to base pay
31+	2.5% added to base pay

The longevity pay is not cumulative. For illustration purposes, on an Employee's fifth anniversary with the Department as a full-time police officer, he/she will receive 1% on top of their base salary. The officer will still only receive 1% on top of his/her base salary in their sixth, seventh, eighth, and ninth years of service. Then, on their tenth anniversary date, that officer will have 2.5% added to the base salary. The progression through the rest of the schedule will continue in the same manner.

ARTICLE XV

UNIFORM ALLOWANCE

Section 15.1. Uniform Allowances. (a) Employees who are required to wear and regularly and continuously maintain prescribed items of uniform clothing and personal equipment shall be issued or reimbursed for the purchase of same in amounts not to exceed One Thousand dollars (\$1,000.00) in the first fiscal year of this contract from a vendor designated by the Village (upon presentation of required receipts), under the following circumstances:

1. The Police Chief or the Chiefs designee determines that an employee's clothing or equipment is damaged beyond repair through causes other than negligence of the employee; or
2. The Police Chief or the Chiefs designee determines that an employee's clothing or equipment is worn and in need of replacement because of ordinary wear and tear; or
3. The Police Chief or the Chiefs designee specifies new or additional items of uniform clothing and personal equipment.

(b) In each subsequent fiscal year of this contract, the amount of the uniform allowance shall be fifty dollars (\$50.00) more than the amount paid for the prior fiscal year. Officers assigned to specialty positions will receive an additional \$50 per annum to compensate them for additional equipment and clothing needs associated with those specialty positions.

(c) The retroactive increase in the Uniform allowance provided by this contract shall be due and payable on the next payroll which is at least 15 working days after the date this contract has been approved and executed by the Parties.

(d) Alternatively, if an employee requests the issuance of a check, rather than complying with the terms of Section 15(a)(1)-(3), the Village will issue a check for the full amount available under this Section within 30 days of April 30.

(e) Plain-clothes detectives will receive an additional Two Hundred (\$200.00) uniform allowance that shall be paid in the same manner as set forth above. Employees shall be required to clean and maintain uniforms and plain clothes properly and at their own expense, and will be responsible for the return of uniforms and equipment purchased with the Village funds in good condition, less normal depreciation and destruction in the course of employment.

(f) Prescribed items of uniform clothing and personal equipment that are covered by the uniform allowance are the following:

- a. Uniform shirts -long and short sleeves
- b. Uniform pants -winter and summer
- c. Uniform ties
- d. On-duty leather -holsters, belts, ammo pouch
- e. Handcuffs
- f. Handcuff case
- g. Magazines for duty weapons
- h. Baton and ring
- l. Uniform boots and shoes
- J. Leather and weapon repairs
- k. Uniform windbreakers and leather jackets
- l. Winter hats
- m. Name plates
- n. Uniform rain gear
- o. Bullet-proof vests
- p. Dickeys
- q. Duty Weapons
- r. Summer Hats
- s. Uniform baseball style caps
- l. Flashlights
- u. Flashlight holder
- v. Bag or briefcase
- w. Gloves
- x. Cool max shirt
- y. Metal ticket book holder

- z. Sunglasses
- aa. Binoculars
- bb. Badge holder & wallet
- cc. Off-duty badge
- dd. Folding lock-blade knife
- ee. Outside vest cover

The Village, at its expense, will provide officers with business cards. The Village, at its expense, will provide Employees with new bulletproof vests that meet or exceed the NIJ standard (i.e. level IIIa), every 5 years (or less). The Village will replace damaged bulletproof vests.

ARTICLE XVI

INSURANCE

Section 16.1. Coverage. (a) The Village shall continue to make available to non-retired employees and their dependents substantially similar group health and hospitalization insurance with a 90/10 co-pay and life insurance coverage and benefits as existed prior to the signing of this Agreement. The Village reserves the right to change or offer alternative insurance carriers, health maintenance organizations, or benefit levels or to self-insure as it deems appropriate, so long as the new alternative, or remaining coverage and benefits are substantially similar to those which they are replacing.

(b) Eligible retirees who elect to continue coverage under the plan of benefits shall be allowed to continue under the plan at their own cost until Medicare eligible or until alternate coverage becomes available through an employer or spouse. Upon achieving Medicare eligible status or alternate coverage, retirees must elect Medicare Parts A, B, C or D and obtain alternate Medicare supplemental coverage or alternate coverage. All Medicare eligible participants shall be provided thirty (30) days notice of termination prior to discontinuation of coverage under the plan.

Section 16.2. Cost. (a) Effective as of May 1, 2010 through the end of this Agreement, employees subject to this Agreement that have elected single group health and hospitalization coverage shall pay 10% of the premium for single group health and hospitalization coverage to the Village.

(b) Effective as of May 1, 2010 through the end of this Agreement, employees subject to this Agreement that have elected any form of dependent group health and hospitalization coverage (i.e. family, employee + spouse, employee + child), shall pay 10% of the premium for single group health and hospitalization coverage plus 20% of the difference between the cost of the dependent group health and hospitalization coverage elected and the cost of single coverage.

(c) The employees' portion of the cost of group health and hospitalization coverage shall be deducted from paychecks, except any retroactive contributions owed to the Village for the period back to May 1, 2007 may be deducted from any retroactive pay owed to the employee.

(d) In order to control future group health and hospitalization insurance costs, the Village may at any time from July 1, 2007 to the end of this Agreement, increase the individual and dependent

deductibles for group health and hospitalization coverage to an amount that cannot exceed \$500.00 for an individual deductible and \$1,500.00 for any dependant/family deductible.

Section 16.2.1. Definitions. Substantially similar benefit levels refer to the level of coinsurance (i.e. percentages) and coverage. Plans, rates, co-pays, networks, vendors, and prescription and/or vision benefits are not guaranteed.

Section 16.3. Cost Containment. The Village reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 16.4. Life Insurance. The current Village coverage of fifty thousand dollars (\$50,000) for life insurance for each employee covered by this Agreement in effect at the time of the signing of this Agreement shall continue for the life of this Agreement, at no cost LO the employee. An employee, at the employee's sole cost, may purchase additional life insurance subject to the rules, limitations and requirements of the life insurance provider.

Section 16.5. Terms of Insurance Policies to Govern. The extent of coverage under the insurance policies (including HMO and self-insured plans) referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning an employee's claim for benefits under said insurance policies or plans shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carriers) or plan administrators) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Village, nor shall such failure be considered a breach by the Village of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carriers) or plan administrators) from any liability it may have to the Village, employee, or beneficiary of any employee.

ARTICLE XVII

GENERAL PROVISIONS

Section 17.1. Gender. Unless the context in which they are used clearly required otherwise, words used in this Agreement denoting gender shall be deemed to refer to both the masculine and feminine.

Section 17.2. Ratification and Amendment. This Agreement shall become effective when ratified by the Union and the Village Board of Trustees and promptly thereafter shall be signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

Section 17.3. Fitness Examinations. If there is any question concerning an employee's fitness for duty, or fitness to return to duty following a layoff or leave of absence, the Village may require, at its expense, that the employee have an examination by a qualified and licensed physician or other appropriate medical professional selected by the Village. The Village may also require any or all employees to take a complete physical exam as often as once a year, with one weeks notice to the employee.

Section 17.4. Physical Fitness Requirements. The Village will provide all officers with a physical fitness program that consists of newly purchased exercise equipment in the basement of the Senior Center, which officers can use at their leisure. Use of this equipment is voluntary and as such, officers opting to use said equipment will need to sign a waiver of liability.

Section 17.5. Drug and Alcohol Testing. The Village may require an employee to submit to urine and/or blood tests if the Village determines there is reasonable suspicion for such testing. In addition, the Village may require random testing of individual employees, to the extent permitted by law.

The Village shall use only licensed clinical laboratories for such testing and shall be responsible for maintaining a proper chain of custody. The taking of urine samples shall not be witnessed unless there is reasonable suspicion to believe that the employee is tampering with the testing procedure. If the first test results in a positive finding, a confirmatory test (OCIMS or a scientifically accurate equivalent) shall be conducted at Village expense. An initial positive test result shall not be submitted to the Village unless the confirmatory test result is also positive as to the same sample. Upon request, the Village shall provide an employee with a copy of any test results, without charge, which the Village receives with respect to such employee.

A portion of the tested sample shall be retained by the laboratory so that the employee may arrange for another confirmatory test (OC/MS or a scientifically accurate equivalent) to be conducted by a licensed clinical laboratory of the employee's choosing and at the employee's expense. Once the portion of the tested sample leaves the clinical laboratory selected by the Village, the employee shall be responsible for maintaining the proper chain of custody for said portion of the tested sample.

Use, sale, purchase, delivery, or possession of illegal drugs at any time and at any place (on or off the job) while employed by the Village (except when authorized in the line of duty), abuse of prescribed drugs, failure to report to the Chief any known adverse side effects of medication or prescription drugs which the employee may be taking, consumption or possession of alcohol while on duty (except when authorized in the line of duty), or being under the influence of alcohol while on duty (which shall be defined as a blood alcohol level of more than .03%), shall be cause for discipline, including termination, subject to confirmation by the Glenwood Board of Fire and Police Commissioners. While all such disciplinary issues shall be subject to the exclusive jurisdiction of the Glenwood Board of Fire and Police Commissioners, all other issues relating to the drug and alcohol testing process (e.g., whether there is reasonable suspicion for ordering an employee to undertake a test, whether a proper chain of custody has been maintained, etc.) may be grieved in accordance with the grievance and arbitration procedure set forth in this Agreement.

Section 17.6. Outside Employment. Employees shall file and keep current with the Chief a written record of their outside employment, including self-employment, and addresses and telephone numbers where they can be contacted if necessary. Employees may not hold outside jobs, including self-employment, which will result in a conflict of interest or infringe on the employee's ability to do his job for the Village. In addition, any outside employment where the employee will wear his uniform or otherwise represent himself as a police officer of the Village must be approved in advance by the Chief.

Section 17.7. No Smoking. All employees are strongly encouraged to quit smoking. Any employees who do not quit smoking may be required by Village or Department Policy to confine their smoking to a designated area(s), and such area(s) shall be designated in the Police Station.

Section 17.8. Application of Agreement to MEG Unit and Other Special Assignment

Employees. Notwithstanding anything to the contrary in this Agreement, officers who are assigned to the Metropolitan Enforcement Group (MEG) or to any other governmental or intergovernmental agency having an independent law enforcement authority or basis of jurisdiction, and officers assigned to perform law enforcement functions under the partial direction of another governmental entity (such as school liaison officers), shall be subject for the duration of such assignment to the practices, policies, procedures, and directives which are generally applicable to officers assigned to that agency or which are applied pursuant to the authority of the other governmental entity, even though such practices, policies, procedure:), and directives may be inconsistent or in conflict with the provisions of this Agreement. The application of such practices, policies, procedures, and directives shall not be subject to the grievance and arbitration procedures of this Agreement. Without in any way limiting the generality of the foregoing, the practices, policies, procedures, and directives of MEG applicable to hours of work and overtime shall be deemed to supersede inconsistent or contrary provisions of Article V of this Agreement. It is further agreed that for any assignment covered under this Section, the employee's seniority shall continue to accumulate.

Section 17.9. Termination Effect. Upon the termination of the Agreement, all benefits and obligations hereunder shall be terminated, and shall not survive the Agreement, unless interest arbitration is invoked as provided under Section 14 of the Illinois Public Labor Relations Act, in which event the Village will maintain the status quo as required by Section 14(1) of the Act. The parties may also extend the terms of this Agreement by written agreement.

Section 17.10. Extra Detail Work Outside Department. Any officer of extra detail work received from and to be performed outside the department are to be made first to full time, bargaining unit employees.

ARTICLE XVIII

MAINTENANCE OF ECONOMIC BENEFITS

All economic benefits which are not set forth in this Agreement and are currently in effect shall continue and remain in effect until such time as the Village shall notify the Union of its intention to change them. Upon such notification, and if requested by the Union, the Village shall meet and discuss such change before it is finally implemented by the Village. Any change made without such notice shall be considered temporary pending the completion of such meeting and confer discussions. If the Union becomes aware of such a change and has not received notification, the Union must notify the Village as soon as possible and request discussions if such discussions are desired. The Failure oft he Union to request discussions shall act as a waiver of the right to such discussions by the Union.

ARTICLE XIX

SAVINGS CLAUSE

If any provision of the Agreement, or the application of such provision, is or shall at any time be contrary to or unauthorized by law, or modified or affected by the subsequent enactment of law, or held invalid and unenforceable by operation of law or by any board, agency, or court of competent jurisdiction, then such provision shall not be applicable or performed or enforced, except to the extent permitted or authorized by law and such provision shall be deemed modified the extent necessary to conform to law; provided that in such event all other provisions of this Agreement shall continue in effect. Upon the

issuance of a final decision (i.e., after the exhaustion of all appeals or lapse of time for filing such appeals by either the Village or the Union) holding a provision of this Agreement invalid and unenforceable, such provision shall be subject to immediate re-negotiation upon written request of either the Village or the Union served on the other party within fourteen (14) calendar days of such final decision. The resolution of any bargaining impasse shall be in accordance with Article XXI (Impasse Resolution).

If there is any conflict between the provisions of this Agreement and any legal obligations or affirmative action requirements imposed on the Village by federal or state law, such legal obligations or affirmative action requirements thus imposed shall be controlling.

ARTICLE XX

ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated in this Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, except as specifically provided in Sections 5.3, 17.4, and Article XIX, the Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter, whether or not referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. It is expressly agreed that the Village may unilaterally exercise any management rights consistent with Article III even though the exercise of such rights may involve subjects or matters not referred to or covered in this Agreement. By no means does the Union waive, and in fact expressly does reserve, its right to impacts or effects bargaining regarding any changes to the status quo or under any other circumstances allowed under Illinois law.

ARTICLE XXI

IMPASSE RESOLUTION

Upon the expiration of this Agreement, the remedies for the resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended (Chapter 48, Section 1614, as it existed on January 1, 1990), with the following exceptions:

- 1) The arbitrator shall be selected in accordance with the selection procedure set forth in Section 8.3(a) of this Agreement.
- 2) Fourteen (14) calendar days before the first day of the interest arbitration hearing, the party requesting arbitration shall deliver by messenger to a designated representative of the nonmoving party its final offer on each issue legitimately in dispute which is subject to interest arbitration. Within seventy-two (72) hours thereafter, the non-moving party shall deliver by messenger to a designated representative of the moving party its final offer on each issue; and

- 3) The party requesting arbitration shall proceed with its case first at the interest arbitration hearing, followed by the other party. Once both parties have presented their cases in chief, both parties may present rebuttal evidence and/or witnesses

ARTICLE XXII

TERMINATION

This Agreement shall be effective as of May 1, 2010 and shall remain in full force and effect until 11:59 p.m. on the 31st day of December 2011. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the December 31 anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the December 31 anniversary date.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

Executed this _____ day of _____, 2010

VILLAGE OF GLENWOOD

METROPOLITAN ALLIANCE OF POLICE
CHAPTER #612

Kerry Durkin, Mayor

Joseph Andalina, President

Donna Gayden, Village Administrator

Glenn White, Chapter President

Appendix A

Base Wage Schedule for Glenwood Patrol Officers

<u>Step</u>	<u>Description</u>	<u>Effective May 1, 2010</u>
1.	Starting Wage Probationary Period	\$44,000.48
2.	Effective upon completion of 1.5 Years	\$53,404.28
3.	Effective upon completion of 2.5 years	\$56,322.87
4.	Effective upon completion of 3.5 years	\$59,237.07
5.	Effective upon completion of 4.5 years	\$62,157.13
6.	Effective upon completion of 5.5 years	\$65,074.26
7.	Effective upon completion of 6 years	\$67,989.92

With the exception of those in Step 1, all wages are retroactive to May 1, 2010.

Appendix B

Base Wage Schedule for Glenwood Police Sergeants

Step	Description	Effective May 1, 2010
1.	Starting Sergeant Wage	\$70,306.28
2.	Effective upon completion of 1 Year as Sergeant	\$72,136.45
3.	Effective upon completion of 2 Years as Sergeant	\$74,919.92
4.	Effective upon completion of 3 Years as Sergeant	\$77,701.92

All wages are retroactive to May 1, 2010.

MEMORANDUM OF UNDERSTANDING

The Village of Glenwood and Metropolitan Alliance of Police Chapter #612 acknowledge and understand that an employee may, due to no fault of the employee, from time to time experience an illness that necessitates the employee taking days off in a number greater than that available to the employee through his or her individually accumulated sick time. The Village and the officers have reached an understanding, that beginning with the effective date of this Memorandum of Understanding, there shall be established a Sick Leave Bank as set forth below.

SICK LEAVE BANK

The Village, in cooperation with the Police Officers, shall establish a Sick Leave Bank to be administered by the Police Officers. The Police Officers shall establish rules for the implementation of the Bank, which supplement and are not inconsistent with the following provisions:

1. Membership in the Bank shall be voluntary. To be a member of the Bank, employees must join each May by donating one (1) sick leave day for that fiscal year to the bank. Each employee is limited to a total donation of six (6) days in anyone fiscal year. The total number of days available in the Bank shall, not exceed one thousand (1,000) days at the commencement of any fiscal year.
2. An employee may not withdraw days from the Bank for illness until the employee's own accrued sick leave has been depleted and written verification of illness from a licensed physician has been received by the Sick Leave Bank Committee. Days withdrawn from the Bank by a given employee will be limited to a maximum of ninety (90) days.
3. The Bank shall be applicable only to the personal illness of the employee and not to the employee's family member.
4. A Committee of three (3) employees will administer the Bank with one Committee member appointed to chair the Committee. This Committee will formulate the rules and regulations governing the Sick Leave Bank and all administrative contingencies not covered by these rules will be decided by a simple majority vote of the Committee or a quorum thereof. The Village will be provided with copies of these rules and regulations and any addenda that result from such administrative decisions.
5. For the first year, the member will only be allowed to withdraw the number of days they donated that year. The Committee will be able to allow the withdrawal of days in excess of their donation made.
6. Members will only be allowed one incident per year to withdraw days from the Bank.
7. The Committee will make a semi-annual report to the Village Administrator and to the Mayor concerning days contributed to the Bank and all days withdrawn from the Bank. A copy of written verification of illness from a licensed physician as submitted by an employee will also be attached to the activity report.
8. The employees shall not hold the Village or its officials and employees liable for any decisions made by the Sick Leave Bank Committee. The police officers agree to hold harmless and

indemnify the Village and any of its officials or employees for any claim, damages, or legal actions regarding the Bank.

9. In the event that the bank is terminated by the action of the Sick Leave Bank Committee, the available days will be prorated to contributing members of the Bank. No employee may receive more than the total number of days the employee contributed to the Bank.

Executed this _____ day of _____, 2010

VILLAGE OF GLENWOOD

METROPOLITAN ALLIANCE OF POLICE
CHAPTER #612

Kerry Durkin, Mayor

Joseph Andalina, President

Donna Gayden, Village Administrator

Glenn White, Chapter President

GLENWOOD POLICE DEPARTMENT

SICK LEAVE BANK WAIVER

I _____ hereby DONATE the following number of sick days
(Print or type name)
(__ days) to the Glenwood Police Officer's Sick Leave Bank. This donation is made freely and of my own
will. I have not been coerced and I am not expecting to gain anything, other than membership in the Sick
Leave Bank, from this donation.

Signature

Date

SIDELETTER

The Union agrees to waive its right to uniform allowances for the fiscal year running from May 1, 2010 through April 30, 2011. During this same time period, the Employer cannot discipline employees for the condition of their uniforms.

Executed this _____ day of _____, 2010

VILLAGE OF GLENWOOD

METROPOLITAN ALLIANCE OF POLICE
CHAPTER #612

Kerry Durkin, Mayor

Joseph Andalina, President

Donna Gayden, Village Administrator

Glenn White, Chapter President