

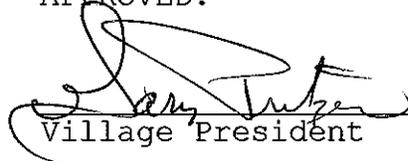
RESOLUTION NO. 06-R- 36

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE AN AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

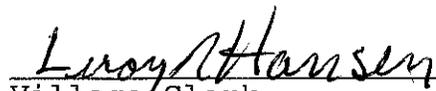
BE IT RESOLVED by the President and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Village hereby approves an Agreement between the Village of Willowbrook and the Illinois Fraternal Order of Police Labor Council, effective May 1, 2006 through April 30, 2010, and that the Village President and Village Clerk are hereby authorized to sign the Agreement attached hereto and incorporated herein as Exhibit "A" and any other ancillary documents.

ADOPTED and APPROVED this 12th day of June, 2006

APPROVED:


Village President

ATTEST:


Village Clerk

ROLL CALL VOTE: AYES: Baker, Mistele, Brown, Napoli, Schoenbeck, McMahon
NAYS: 0
ABSTENTIONS: 0
ABSENT: 0

AGREEMENT

between

THE VILLAGE OF WILLOWBROOK

and

ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

May 1, 2006, Through April 30, 2010

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EXHIBIT B	POLICE OFFICER EVALUATION

PREAMBLE

This collective bargaining agreement is entered into by and between the VILLAGE OF WILLOWBROOK, hereinafter referred to as the "EMPLOYER" or the "VILLAGE," and ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL, hereinafter referred to as the "UNION" or the "COUNCIL."

ARTICLE I **RECOGNITION**

Section 1.1 - Representative Unit. The Employer recognizes the Union as the sole and exclusive representative for all sworn police officers below the rank of sergeant ("Police Officers" or "Officers"), excluding sergeants, commanders, Deputy Chiefs of Police, and the Chief of Police and all supervisory, managerial and confidential employees.

Section 1.2 - Dues Checkoff. With respect to any Police Officer from whom the Employer receives individual written authorization, signed by the Officer, in a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the Officer the dues and initiation fee required as a condition of membership on the Union, or a representation fee, and shall forward such amount to the Union within (30) calendar days after close of the pay period for which the deductions are made. The amounts deducted shall be set by the Union.

Section 1.3 - Fair Share. During the term of this Agreement, Police Officers who are not members of the Council shall, commencing thirty (30) days after the effective date of this Agreement, pay a fair share fee to the Council for collective bargaining and contract administration services tendered by the Council as the exclusive representative of the Officers covered by this Agreement. Such fair share fee shall be deducted by the Village from the earnings of non-members and remitted to the Council each month. The Council shall annually submit to the Village a list of the Officers covered by this Agreement who are not members of the Council and an affidavit which specified the amount of the fair share fee, which shall be determined in accordance with the applicable law.

Section 1.4 - Indemnification. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suit or other forms of liability that may arise out of or by reason of any action taken by the Employer for the purpose of complying with any provisions of this Article. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved Police Officer.

ARTICLE II **PROBATIONARY OFFICERS**

Officers hired by the Employer shall serve a probationary period of eighteen (18) months. Probationary Officers are covered by the terms of this contract; however, the parties recognize that probationary Officers may pursue any remedies which are available to them under law.

ARTICLE III
MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Employer has and will continue to retain the right to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the Employer shall include, but not be limited to, rights:

1. To determine the organization and operations of the Police Department;
2. To determine and change the purpose, composition and function of each of its constituent departments and subdivisions;
3. To set standards for the services to be offered to the public;
4. To direct the Officers of the Police Department, including the right to assign work and overtime;
5. To hire, examine, classify, select, promote, train, transfer, assign and schedule Officers;
6. To increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve Officers from duties because of lack of work or funds or other proper reasons;
7. To establish work schedules and to determine the starting and quitting time, and the number of hours worked;
8. To establish, modify, combine or abolish job positions and classifications;
9. To contract out work;
10. To add, delete or alter methods of operation, equipment or facilities;
11. To determine the locations, methods, means and personnel by which the operations are to be conducted, including the right to determine whether goods or services are to be made, provided or purchased;
12. To establish, implement and maintain an effective internal control program;
13. To suspend, demote, discharge or take other disciplinary action against Officers in accordance with Illinois law; and
14. To add, delete or alter policies, procedures, general orders, rules and regulations.

Inherent managerial functions, prerogatives and policy-making rights whether listed above or not, which the Employer has not expressly restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance and arbitration

procedures contained herein, provided that no right is exercised contrary to or inconsistent with other terms of this Agreement.

ARTICLE IV
ENTIRE AGREEMENT

This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining between the parties for its term, subject to the provisions of Sections 4 and 7 of the Public Labor Relations Act. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the Employer as provided in the management rights clause, Article III. 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 understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE V
NO STRIKE

Section 5.1 - No Strike. Neither the Council nor any officers, agents or employees will instigate, promote, sponsor, engage in or condone any strike, sympathy strike, secondary boycott, slowdown, speed-up, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted abnormal and unapproved enforcement procedures or policies or work to the rule situations, mass resignations, mass absenteeism, or picketing which in any way results in the interruption or disruption of the operations of the Village, regardless of the reason for so doing. Each employee who holds the position of officer or steward of the Council occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Council agrees to inform its members of their obligations under this Agreement and their obligation not to strike as imposed by the Illinois Public Labor Relation Act and to direct them to return to work.

Section 5.2 - Union's Responsibility. Should any activity prescribed in Section 1 of this Article occur, which the Union has or has not sanctioned, the Union shall immediately:

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

Section 5.3 - No Lockout. The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Council.

Section 5.4 - Judicial Restraint. Nothing contained herein shall preclude the Village or the Council from obtaining judicial restraint and damages in the event the other party violates this Article.

Section 5.5 - Discipline of Strikers. Any Officer who violates the provisions of Section 5.1 of this Article shall be subject to disciplinary action up to and including discharge, as well as any statutory penalties. Any action taken by the Village against any Officer who participates in any action prohibited by Section 5.1 shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, provided that the Council shall have the right to grieve whether the Officer engaged in an action prohibited by Section 5.1 but, if the Village's determination is shown to be correct, not the appropriateness of the penalty imposed or any other issue. 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 VI

HOURS OF WORK

Section 6.1 - Purpose of Article. Nothing herein shall be construed as a guarantee of hours of work per day, per week or per work cycle, and nothing within shall preclude the Employer from restructuring the normal workday, work week or work cycle. It is the Employer's intent that such changes will be infrequent.

Section 6.2 - Work Schedules. The Employer shall continue to post the work schedules showing the shifts, workdays and work hours to which Police Officers are assigned.

Section 6.3 - Hours of Work. Except as provided elsewhere in this Agreement, an Officer's normal work hours shall generally consist of eight (8) consecutive hours of work. Each eight (8) hour work day shall include a thirty (30) minute paid lunch break and two fifteen (15) minute coffee breaks, which may be combined by the Officer, circumstances permitting. Failure to secure said breaks as a result of workload shall not occasion the payment of overtime.

Section 6.4 - Overtime Compensation. All hours worked in excess of one hundred sixty (160) hours in the twenty-eight (28) day work cycle shall be compensated at the overtime rate of time and one half (1^{1/2}) the Officer's regular hourly rate of pay. Hours paid for but not worked shall be considered as hours worked for purposes of computing overtime.

Section 6.5 - Required Overtime. The Chief of Police or his designee(s) shall have the right to require overtime work, and Officers may not refuse overtime assignments. In non-emergency situations, the Chief of Police or his designee(s), as a general rule, shall take reasonable steps to obtain volunteers for overtime assignments before assigning required overtime work. However, volunteers will not necessarily be selected for work in progress. Also, specific Officers may be selected for special assignments based on specific skills, ability and experience they may possess.

Section 6.6 - Officers in Charge. Officers designated as officers in charge will be paid \$4.00 for each hour worked in that capacity.

Section 6.7 - Call Back. Officers who are called back for emergencies for hours which are not immediately contiguous to the normal working schedule shall be guaranteed a minimum of two (2) hours' work at the overtime rate.

Section 6.8 - No Pyramiding. Compensation shall not be paid or compensatory time taken more than once for the same hours under any provisions of this Article of Agreement.

Section 6.9 - Compensatory Time. Compensatory time in lieu of overtime pay may be taken with the approval of the Chief of Police.

Section 6.10 - Field Training Officer. An Officer assigned as a Field Training Officer (FTO) shall receive additional compensation in the amount of one (1) hour at the Officer's overtime rate for each week of service as an FTO. An FTO who performs in that capacity three (3) days during a week shall be regarded as having served as an FTO for the entire week.

ARTICLE VII **FURLOUGHS**

Section 7.1 - Furloughs. The following are designated holidays for purposes of this Article:

New Year's Day	Thanksgiving
Martin Luther King Day	Day After Thanksgiving
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Fourth of July	New Year's Eve
Labor Day	

Officers shall receive eleven days of paid furlough within each anniversary year in lieu of holidays. The Officer shall request a furlough and approval shall be given by the Chief of Police with regard due to scheduling considerations, but approval of the use of furlough days shall not be unreasonably denied. At the separation of any Police Officer from Village employment, the Employer shall pay to such Officer an additional compensation equal to the accrued and prorated pay rate of furlough for the current anniversary year. Employees will be paid extra pay, at their regular rate, for the hours they work on holidays.

Section 7.2 - General Leaves of Absence. Covered employees shall be entitled to general leaves of absence as set forth in the Village of Willowbrook Personnel Manual in effect at the date of execution of this Agreement.

Section 7.3 - Military Leave. Covered employees shall be entitled to military leave as set forth in the Village of Willowbrook Personnel Manual in effect at the date of execution of this Agreement.

Section 7.4 - Jury Duty. Covered employees shall be entitled to leave for jury duty as set forth in the Village of Willowbrook Personnel Manual in effect at the date of execution of this Agreement.

Section 7.5 - Benefits While on Leave. Covered employees shall be entitled to receive benefits while on approved leave as set forth in the Village of Willowbrook Personnel Manual in effect at the date of execution of this Agreement.

ARTICLE VIII INSURANCE

Section 8.1 - Coverage. The Employer shall provide for each Officer a term life insurance policy in an amount not less than one and three-quarters ($1\frac{3}{4}$) times base pay (annual base salary plus longevity) at the Employer's expense. In addition, the Employer shall provide for each Officer accidental death and dismemberment insurance in the same amount at the Employer's expense. The Employer shall allow Officers collectively to purchase at the Officer's expense additional life insurance or accidental death and dismemberment insurance up to \$100,000. Premiums for this additional coverage shall be paid through regular payroll deductions.

The Employer shall provide for each Officer a comprehensive medical insurance policy including major medical insurance at the Employer's expense. The Employer shall provide for each Officer a dental insurance policy at the Employer's expense.

At the request of any Officer, the Employer shall provide a dental insurance policy and a comprehensive medical insurance policy including major medical coverage as provided to Officers to any eligible dependent of the Officer. The Employer's contribution toward the cost of the premium for dependent coverage will be 80%.

The Village will pay 100% of the premium for employee coverage under the HMO plan and 80% of the premium for dependent coverage under the HMO plan. The Village agrees that it will use its best efforts to prevent any reductions in optical benefits provided in the current HMO plan.

Section 8.2 - Termination of Coverage. Benefits for life, medical, dental and accidental death and dismemberment shall terminate immediately upon resignation or termination. Officers shall, however, be afforded all rights under the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985 and any amendments to that statute.

Section 8.3 - Pensioned Officers. Any pensioned Officer shall be eligible to make application for conversion of benefits at his or her expense consistent with applicable laws. The Employer agrees to make its best effort to help secure such conversion benefits if requested by the Officer.

Section 8.4 - Temporary Coverage. Any Officer on leave of absence with or without pay or on temporary leave or on an extended disability leave shall have life, dental, medical and accidental death and dismemberment benefits as determined by the Village Administrator consistent with law. Such options of the Village Administrator may include:

- A. Full benefits at Employer's expense; or
- B. Full benefits at Officer's expense; or
- C. Conversion privileges at Employer's expense; or
- D. Conversion privileges at the Officer's expense.

Section 8.5 - Termination of All Benefits. Notwithstanding the above, the Village Administrator shall not grant benefits at the Employer's expense for a period exceeding thirty (30) days without first securing the approval of the President and Board of Trustees. An Officer disputing the decision of the Village Administrator may appeal his or her decision to the President and Board of Trustees.

Section 8.6 - Death of an Officer. In the event that an Officer dies while employed by the Village, the dependents of the Officer may make application for a continuation of medical and dental benefits. Should such dependents be eligible for such coverage as determined by the applicable carrier, the Employer shall provide for the full cost of such participation for one (1) full year following the death of the Officer.

Section 8.7 - Retirement Health Savings Plan. Within three (3) months of the effective date of this Agreement, the Employer will implement the National Fraternal Order of Police VantageCare Retirement Health Savings Plan ("Plan") to Police Officers. Any administrative costs related to such extension will be paid or assumed by the Employer. The Employer will maintain the Plan in force and effect during the remaining term of this Agreement, subject to the Plan's ongoing sponsorship by the ICMA Retirement Corporation, and subject further to the Plan's ongoing compliance with all applicable laws and regulations. Officers will be allowed to participate in and make contributions to the Plan, subject to the terms of the Plan. The Employer shall have no financial obligation or responsibility as a result of Police Officers' participation in the Plan, other than to pay into the Plan the contributions authorized and actually made by Officers. There shall be no direct Employer contributions. The Employer shall have no liability to Officers or their dependents for any losses suffered as a result of the management of the Plan and the investment of funds by its sponsors, administrators, and their agents.

ARTICLE IX **VACATIONS**

Section 9.1 - Vacation Leave. All Officers are eligible for vacation with pay as follows:

- A. Officers are entitled to ten (10) working days vacation per year upon the completion of twelve (12) months of service.
- B. Officers are entitled to fifteen (15) working days vacation per year upon the completion of sixty (60) months of service.
- C. Officers are entitled to twenty (20) working days vacation per year upon the completion of one hundred and twenty (120) months of service.

- D. Officers are entitled to twenty-five (25) working days vacation per year upon the completion of one hundred and eighty (180) months of service.

Section 9.2 - Vacation Computation. All vacation shall be computed from the anniversary date of employment.

Section 9.3 - Vacation Approval and Scheduling. The time at which an Officer shall take his or her vacation and the length of the vacation shall be determined by the Chief of Police with due regard to the wishes of the Officer and with particular regard to the needs of the Employer.

Section 9.4 - Accumulation of Vacation Leave. Vacations are to be taken in the year subsequent to the year in which they are earned. In exceptional circumstances, vacations may be postponed to the next six (6) months but not longer, with the approval of Chief of Police and the Village Administrator.

Section 9.5 - Pay in Lieu of Vacations. Vacations are provided for the recreation and relaxation of the Officers. Accordingly, there is no pay in lieu of vacation leave.

Section 9.6 - Advancement of Vacation Pay. Upon request the Chief of Police or the Village Administrator may approve the issuance of vacation pay on the last regular paycheck prior to approved vacation leave. Such approval may not be unreasonably withheld.

Section 9.7 - Termination of Employment. Upon termination of employment, an Officer shall be eligible for accrued, prorated vacation leave.

Section 9.8 - Officers on Special Leave. Officers on special leave shall be subject to the following:

- A. Officers on disability, military or sick leave for less than thirty (30) days shall earn vacation at the normal rate discussed above.
- B. Officers on special leave without pay shall not earn vacations for the period of the leave.
- C. Officers on leave receiving Workers' Compensation benefits from the Employer shall earn vacation at the normal rate discussed above.

ARTICLE X

BEREAVEMENT, EMERGENCY, AND SICK LEAVE

Section 10.1 - Bereavement Leave. Officers may be granted bereavement leave of absence with pay in cases of death of a member of the Officer's immediate family, defined as husband, wife, children, father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandfather or grandmother (including step or half relatives in the foregoing classifications) or other relatives that the Village Administrator may designate. Bereavement leave shall be granted for a maximum of three (3) working days, unless otherwise approved by the Village Administrator.

Section 10.2 - Emergency Leave. Officers may be granted time off in cases of a medical emergency involving a husband, wife, child, father, mother, father-in-law or mother-in-law (including step relatives in the foregoing classifications). In addition, Officers may be granted time off in cases of a medical emergency involving other members of the Officer's immediate family, as defined in Section 10.1, provided such person actually resides in the Officer's home. A "medical emergency" is an acute medical situation warranting the Officer's immediate presence and does not include pre-scheduled medical procedures, doctor's appointments, routine illnesses like colds or the flu, or similar types of medical care and conditions. Emergency leave will be granted by the Village Administrator for the duration of the emergency up to a maximum of three (3) working days.

Section 10.3 - Sick Leave. Officers shall be eligible for the sickness and disability leave benefits provided herein. The granting of sick leave and disability leave is contingent upon the following conditions:

- A. The Officer is unable to perform his or her assigned duties.
- B. The Officer requesting sick leave or disability leave is subject to a demand of his or her supervisor or the Police Pension Board when applicable to present himself or herself to the Village Physician for examination as permitted by law.
- C. The employment status of any Officer on extended sickness or disability leave shall be determined after the end of the initial one (1) year sickness or disability leave by the President and Board of Trustees except as provided by law or as determined by the Police Pension Board. In determining the continuing status of any sick or disabled Officer who may be under the jurisdiction of the President and Board of Trustees, such Board shall take into consideration all factors relevant to the nature of the sickness or the disability and likelihood of the Officer ever being capable of resuming his or her duties.
- D. Officers who have been deemed to have abused this policy shall be subject to disciplinary actions.
- E. All Police Officers shall be eligible to make application to the Police Pension Board. The Police Pension Board shall provide disability benefits as provided by law. Should an Officer either elect not to make such application, or be denied participation in the Police Pension Board, such Officer shall only be entitled to benefits under (F) and (H) below.
- F. All Officers shall be entitled to sick days consistent with the following guidelines:
 - 1. Sick days shall be paid at the rate of one hundred percent (100%) the normal rate of pay except as otherwise provided.
 - 2. Each Officer shall earn one (1) sick day for each completed month of employment.

3. An Officer shall accumulate no more than one hundred forty-four (144) such sick days. Once an Officer has accumulated said 144 days, he or she shall not be eligible for any additional accumulation.
 4. At the separation of any Officer from the Village, the Employer shall pay to such Officer, as additional compensation, a sum of money which shall equal his or her current rate of pay times fifty percent (50%) of the number of accumulated sick days not to exceed one hundred twenty (120) days) Any Officer terminated or discharged subsequent to disciplinary action shall not be eligible for this paid additional compensation.
 5. Approval of payroll for Officers on sick leave shall be the responsibility of the Chief of Police. Proof of eligibility for Officers requesting sick leave shall be at the discretion of the Chief of Police.
 6. Maternity leave benefits shall be as provided as any other sick leave benefit.
- G. Notwithstanding any provision contained herein to the contrary, when an illness or injury of a member of an Officer's immediate family does not warrant the granting of an emergency leave, an Officer may use sick days to provide necessary care to such family member, subject to the conditions set forth in Paragraph F. For purposes of this Paragraph G, a member of an Officer's immediate family is defined as a family member living in the Officer's home and a parent, parent-in-law, son, daughter, son-in-law, and daughter-in-law (including step parents and children) of an Officer not living in the Officer's home.
- H. Notwithstanding any provision contained herein above to the contrary, accumulated sick days may not be utilized as personal time off but rather are intended only to be utilized in the case of illness or injury of the Officer or a member of his/her immediate family, as described above.
- I. Officers on extended sick or disability leave, that is, sick leave in excess of thirty (30) calendar days shall not accrue vacation leave, sick leave or holiday leave benefits. Further, Officers on special leave without pay shall not earn sickness and disability benefits for the period of the leave.

Section 10.4 - Sick Leave Incentive. Each Officer who did not use a sick day in the prior year (May 1 thorough April 30) shall be provided with three (3) personal days which must be used during the next 12 months (May 1 through Aril 30) and must be scheduled in advance with approval of the Chief of Police.

ARTICLE XI

TRAINING AND ADVANCEMENT OF EDUCATION – REIMBURSEMENT

Section 11.1 - Education Reimbursement. The Employer agrees to continue to reimburse Officers for job-related training programs and job-related formal education. Annual reimbursement will be 100% up to a limit of \$2,250 per Officer. Reimbursement will be made

upon submission of proof of successful completion of the program or course with a grade of "C" or better. Officers who obtain reimbursement under improper circumstances will be required to reimburse the Village and will be subject to disciplinary action.

Section 11.2 - On-Duty Training. Police Officers attending required training sessions away from the Police Department shall either be provided transportation to and from the training location, if available, or shall be paid the prevailing rate mileage allowance for the use of their own vehicle.

Officers shall be compensated at the Officer's applicable straight or overtime hourly rate of pay for travel time to and from said training, up to a maximum of three (3) hours.

Police Officers attending training which is not required by the Department but at the request of the Police Officer shall do so on their own time and shall not be entitled to compensation. It is also agreed that the transportation to and from these training sessions will be the Officer's responsibility.

When an Officer is required to attend training which lasts three (3) or more days, he may submit for lunch meal expenses on the required form, not to exceed the state allowance. If an Officer is required to stay overnight, he may submit for meal expenses for breakfast, lunch, and dinner on the required form, not to exceed the state allowance.

Section 11.3 - Training Academy Expenses. Newly hired Officers attending a police training academy shall be compensated at the appropriate straight time rate of pay for eight (8) hours for each day spent in training and shall be compensated for mileage spent for round trips from either the Police Department or their home whichever is less. While an Officer is attending the academy, the Officer's payroll check, with written authorization, can be mailed to a location specified by the Officer.

ARTICLE XII

UNIFORM/CLOTHING ALLOWANCE

Section 12.1 - Initial Uniform Issue. All newly hired Officers shall be provided a complete uniform and other necessary equipment.

Section 12.2 - Uniform Allowance. Covered Officers who are employed as of January 1 of any fiscal year shall receive an annual uniform allowance during the calendar year. The amount of the uniform allowance shall be \$650 in 2007, \$700 in 2008, and \$750 in 2009 and thereafter. Acceptable uniform items shall be determined in accordance with Department rules, and acceptable vendors or manufacturers for shirts and pants will also be determined in accordance with Departmental rules. The Village shall also replace leather jackets and service revolver holsters that are no longer useable due to wear or damage upon approval by the Chief of Police. If the Village adopts a new uniform or equipment item that costs twenty-five dollars (\$25) or more, the Village will reimburse the Officer for the first such item purchased (or, in the case of long sleeve shirts, short sleeve shirts, pants and turtlenecks, for the first set of three items purchased).

Section 12.3 - Clothing Allowance. Covered Officers who are employed as of January 1 and who are assigned to the Investigative Division shall receive an annual uniform allowance as provided for in Section 12.2. However, to the extent that such Officers do not utilize their uniform allowance to purchase acceptable uniform items, they may utilize any unused portion of their uniform allowance as a clothing allowance for the purchase of business attire outwear in a style suitable for the performance of their duties. As with the uniform allowance, the clothing allowance will be paid out as a reimbursement following the submission of receipts. However, clothing allowance payments will be treated as wages, and the Employer will deduct payroll taxes as required by law.

Section 12.4 - Damage to Personal Property. The Village shall reimburse Officers for the reasonable cost of replacement of watches, eyeglasses or contact lenses which are destroyed or damaged in the line of duty.

ARTICLE XIII **COURT APPEARANCE AND COURT STAND-BY PAY**

- A. All Officers will receive a minimum of three (3) hours of overtime pay for court.
- B. If an Officer is on call-in status and contacts the Department within the prescribed time he or she will receive payment for one (1) hour of overtime.
- C. This policy does not require an Officer to remain at home while on call-in status. The Officer may contact this department from any location as long as the Officer can appear in court at the required time.
- D. If an Officer calls in and is required to appear, he or she receives his or her one (1) hour of overtime for the call-in and an extra minimum of three (3) hours for his or her court appearance.
- E. Current department practice of providing for the reimbursement of travel time for court appearance shall continue in effect for the term of this Agreement when Officers report for the court appearance from the Village Hall.

Should an Officer choose to report for the court appearance from a location other than the Village Hall, he will not be paid travel time and his overtime will commence upon his arrival at the court location.

ARTICLE XIV **BODY ARMOR/VESTS**

The Employer agrees to provide bullet proof vests/body armor replacements every five (5) years minimum level II-A. All vests provided to Officers in accordance with this Article will meet specifications developed by the Employer and shall be the property of the Employer. All Officers will be required to wear the vests/body armor while on duty.

ARTICLE XV
SENIORITY

Section 15.1 - Definition of Seniority. Where the term "seniority" is used in this Agreement, it will mean as follows:

- A. Seniority shall be defined as an Officer's length of full-time continuous service as a Police Officer in the Willowbrook Police Department.
- B. In the event that two or more Officers have the same seniority date, seniority shall be determined by the Officers' placement on the Police Commission's eligibility list.
- C. Village employees who become Police Officers shall be afforded seniority credit only for the purposes set forth in this contract.
- D. Except for vacation purposes, probationary Officers shall have no seniority rights. If an Officer satisfactorily completes the probationary period, his/her seniority shall be the date of original employment.

Section 15.2 - Loss of Seniority. An Officer's seniority will terminate in the following circumstances:

- A. The Officer resigns or quits;
- B. The Officer retires;
- C. The Officer is discharged or permanently removed from the payroll, and the separation is not reversed;
- D. The Officer does not return to work at the expiration of a leave of absence, provided that if the Officer shows that such failure to return was beyond his/her control, and he/she made a reasonable effort to communicate the circumstances to the Village promptly, the Officer's seniority will not terminate if he/she returns to work or obtains authorization for the absence from the Chief or his designee at the earliest possible time, not to exceed two (2) consecutive scheduled work days after the leave of absence expired;
- E. The Officer is absent for three (3) consecutive scheduled work days without authorization, provided that if the Officer shows that such absence was beyond his/her control, and he/she made a reasonable effort to communicate the circumstances to the Village promptly, the Officer's seniority will not terminate if he/she returns to work or obtains authorization for the absence from the Chief or his designee at the earliest possible time, not to exceed five (5) consecutive scheduled work days after the commencement of the absence; or
- F. The Officer does not return to work when recalled from layoff.

Section 15.3 - Application of Seniority. Seniority shall be considered for vacation preference, provided that detectives, officers in charge, and Officers shall be treated as separate job classifications for purposes of vacation selection.

Section 15.4 - Layoffs and Recall. Should the Employer determine that it is necessary to decrease the number of Officers in the bargaining unit, it will lay off Officers in the order of inverse seniority in accordance with the provisions set forth in the Illinois Compiled Statutes. Where practicable, affected Officers and the Union will be given notice of contemplated layoffs at least two (2) weeks prior to the effective day of the layoff(s). Laid off Officers will have recall rights for a period of two (2) years.

Section 15.5 - Right of Recall. Any Officer who has been laid off shall be placed on the appropriate reinstatement list and shall be recalled in the inverse order of layoff, provided the Officer is fully qualified to perform the work to which he is recalled without further training.

Section 15.6 - Notice of Recall. Officers who are eligible for recall shall be given ten (10) calendar days' notice of recall, which shall be sent to the Officer by certified or registered mail, return receipt requested, with a copy to the Union, provided that the Officer must notify the Chief of Police or his designee of his intention to return to work within five (5) days after receiving notice of recall. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt request, to the mailing address last provided by the Officer, it being the obligation and responsibility of the Officer to provide the Chief of Police or his designee with his latest mailing address. If an Officer fails to timely respond to a recall notice by return mail or in person, his name shall be removed from the recall list.

Section 15.7 - Seniority List. As soon as practicable after signing of this contract, the Employer will furnish the Union a list showing the name, address, job title and last hiring date of each Officer in the bargaining unit, and whether the Officer is entitled to seniority or not. The Employer shall post a similar list without Officers' addresses. Within thirty (30) calendar days after the date of posting, an Officer must notify the Employer of any alleged errors in the list or it will be considered binding on the Officer and the Union. When changes or additions to those lists become necessary, the Employer will provide notification to the Union of such changes or additions. A revised seniority list will be posted once a year. After such posting, an Officer must again notify the Employer of any alleged errors or the information in the list shall be considered binding on the Officer and the Union.

ARTICLE XVI

GRIEVANCE PROCEDURE

Section 16.1 - Definition. A grievance is defined as a claim by an employee or the Union that the Employer has violated, misinterpreted or misapplied an express provision of this Agreement except that any dispute concerning a matter or issue which is subject to the jurisdiction of the Board of Police Commissioners shall not be considered a grievance.

Section 16.2 - Procedure. A grievance filed against the Employer shall be processed in the following manner:

Step 1: The grievance shall be submitted in writing to the Officer's immediate supervisor within seven (7) calendar days after the occurrence of the event giving rise to the grievance, or within seven (7) calendar days after the Officer knew about or reasonably should have known about the occurrence of the event giving rise to the grievance, whichever is later. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. Within fourteen (14) calendar days after submission of the grievance, the supervisor shall discuss the grievance with the grievant and provide a written answer to the grievant.

Step 2: If the grievance is not settled at Step 1 and the grievant or the Union desires to appeal, it shall be referred by the Union to the Chief of Police in writing within seven (7) calendar days after receipt of the response in Step 1. The grievance shall state specifically the basis upon which the grievant believes the grievance was improperly denied at the previous step in the Grievance Procedure. Within fourteen (14) calendar days after receipt of the appeal, the Chief of Police or a Deputy Chief designated by the Chief shall meet with the grievant and, if no agreement is reached, provide a written answer to the grievant.

Step 3: If the grievance is not settled at Step 2, the grievant shall submit the grievance in writing to the Village Administrator within seven (7) calendar days of the Chief of Police's or Deputy Chief of Police's response. The written grievance submitted to the Village Administrator shall state all facts relevant to the grievance, the provisions of the contract allegedly violated, all action taken to date in the Grievance Procedure and the relief suggested. If the Village Administrator deems it appropriate, he may meet and discuss the grievance with the grievant. The Village Administrator shall provide his/her written response to the grievant and his/her Union representative within seven (7) calendar days of his/her receipt of the grievance.

Step 4: If the grievance is not settled at Step 3 and the Union wishes to appeal the grievance, the Union shall notify the Village Administrator of its intent to proceed to arbitration and shall refer the grievance as described below within fourteen (14) calendar days of receipt of the Village Administrator's written response.

- a. If the parties fail to reach agreement on an arbitrator within seven (7) calendar days, the Employer and the Union will jointly contact the Federal Mediation and Conciliation Service and request it to provide the parties with a list of arbitrators in accordance with its rules and procedures for selecting arbitrators. Such arbitrators must be members in good standing with the National Academy of Arbitrators.
- b. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally by the parties.

- c. Each party shall be responsible for compensating its own representatives and witnesses.

Nothing in this section shall prevent the Employer and the Union from voluntarily agreeing on the selection of a grievance arbitrator.

Section 16.3 - Limitations on Authority of Arbitrator. The arbitrator shall have no power to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the first step of the Grievance Procedure. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of governmental administrative agencies that have the force and effect of law. (The Employer is not such an agency.) The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Employer or the Board of Police Commissioners. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding upon the Employer, the Union and the Officers covered by this Agreement.

ARTICLE XVII

UNION REPRESENTATIVES

Section 17.1 - Union Representatives. The Employer recognizes the right of the Union to select Union representatives, and the Union agrees to furnish the Employer with the names of said representatives selected by the Union. The union representatives shall be deemed as the Union's official spokesperson. Union representatives are not permitted to conduct Union business during work hours without the permission of the Chief of Police.

Section 17.2 - Union Business. Duly authorized business representatives of the Union will be permitted at reasonable times to enter the appropriate Village facility for purposes of handling grievances or observing conditions under which Officers are working. These businesses representatives will be identified to the Chief/Designee(s) to enter and conduct their business so as not to interfere with the operation of the Employer. If such approval is granted, the Chief/Designee(s) shall designate an area where such business is to be conducted and the period of time to be provided. The Union will not abuse this privilege, and such right or entry shall at all times be subject to general department rules applicable to non-employees.

ARTICLE XVIII

MISCELLANEOUS

Section 18.1 - Non-Discrimination. The Employer and the Union agree that neither shall discriminate in employment by reason of race, color, religion, national origin, political or union activity, age, sex, marital status or handicap.

Grievances filed under this Section may be processed up to but not including arbitration. Grievants dissatisfied with the disposition of such grievances may file charges with the applicable administrative agency.

Section 18.2 - Bulletin Boards. The Employer will make a bulletin board available for the use of the Union in non-public locations. The Union will be permitted to have posted on this bulletin board notices of a non-controversial nature, but only after submitting them to the Chief/Designee for approval and posting. There shall be no distribution or posting by Officers of advertising or political material, notices or other kinds of literature on the Employer's property other than herein provided.

Section 18.3 - Partial Invalidity. In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof.

Section 18.4 - Subcontracting. It is the general policy of the Employer to continue to utilize its Officers to perform work they are qualified to perform. The Employer may, however, subcontract where circumstances warrant.

The Union recognizes that the Employer has statutory and charter rights and obligations in contracting for matters relating to the Village operations. The rights of contracting or subcontracting are vested in the Employer. In cases of contracting or subcontracting resulting in layoff of employees covered by this Agreement, the Employer will hold advance discussions with the Union prior to letting the contract and will advise the Union of the nature, scope and work to be performed by the subcontracting. The Union will have the opportunity to submit proposals during these meetings for the purpose of decreasing the effects of any subcontracting on members of the bargaining unit.

Section 18.5 - Secondary Employment. Officers may have secondary employment, provided that they shall not be employed in any outside capacity in which they represent themselves as members of the Willowbrook Police Department, and provided further that the Chief reserves the right to deny or cancel secondary employment which fails to meet all of the following conditions:

- A. That said secondary employment shall be with the prior written approval of the Chief.
- B. That said secondary employment shall not interfere with any of the Officer's obligations to the Village.
- C. That said secondary employment shall not bring the image of the Village or the Police Department into disrepute.
- D. That said secondary employment shall not involve the Officer's use of any Village equipment, facilities, or resources without the Chief's written consent.

- E. That said secondary employment shall not interfere with an Officer's ability to respond to emergency calls.
- F. An Officer shall be allowed to engage in security related employment when said employment is located geographically outside the Village limits. In addition, the Officer must comply with all provisions of General Order 1015 as it may be revised from time to time to comply with Accreditation Standards.

Section 18.6 - Ratification and Amendment. This Agreement shall become effective when ratified by the Village Board and the Council and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

Section 18.7 - Inoculations and Immunizations.

- A. Exposure to Contagious Diseases. The Village agrees to provide for inoculations or immunization shots for members of an employee's family (family to include all immediate members and those living in the employee's home prior to the employee's exposure) when such becomes necessary as a result of said employee's exposure to contagious diseases where said employee has been exposed to said disease in the line of duty. The employee agrees that family members shall submit these expenses to their individual insurance carrier prior to the Village paying for same. However, if the insurance carrier refuses said payment the Village agrees to be responsible for said payment.
- B. Hepatitis B Inoculations. The Village agrees to provide, and pay all expenses for, Hepatitis B inoculations to those employees not previously receiving these shots. This inoculation shall be provided for at a medical facility chosen by the Village.

ARTICLE XIX
DISCIPLINE OF OFFICERS

Section 19.1 - Board of Police Commissioners. The parties recognize that the Board of Police Commissioners of the Village has certain statutory authority over Officers covered by this Agreement, including, but not limited to, the right to make, alter and enforce rules and regulations. Nothing in this Agreement is intended in any way to replace or diminish the authority of the Board of Police Commissioners.

Section 19.2 - Written Reprimand. In cases of written reprimand, notation of such reprimand shall become a part of the employee's personnel file and a copy given to the employee.

Section 19.3 - Observance of Statutory Requirements. The Employer will observe the provisions of the Uniform Peace Officer's Disciplinary Act (50 ILCS 725/1 et seq.) in conducting an interrogation of an Officer during a formal investigation of the Officer's alleged misconduct. As provided in the Act, the term "interrogation" does not include questioning (1) as part of an informal inquiry or (2) relating to minor infractions of agency rules which may be noted on the officer's record but which may not in themselves result in removal, discharge or

suspension in excess of 3 days. The Employer will also observe the requirements of the Illinois Public Labor Relations Act 5 ILCS 315/1 et seq.), as construed by the Illinois State Labor Relations Board, regarding the right of an Officer to have union representation during an investigatory interview.

Section 19.4 - Review of Personnel Records. The Employer will accord Officers the rights to inspect, copy, correct and comment upon his/her personnel records that are set forth in the Illinois Personnel Record Review Act (820 ILCS 40/1 et seq.).

Section 19.5 - Just Cause. No Officer covered by this Agreement shall be suspended, relieved from duty, disciplined in any manner, or separated without just cause.

ARTICLE XX

NO SOLICITATION

The Illinois Fraternal Order of Police Labor Council and the Willowbrook Bargaining Unit agree that their Officers, agents, members, employees, or any person or entity that identifies itself with them will not contact any merchant, resident, citizen or person located within the Village of Willowbrook for any financial, commercial or charitable purpose including but not limited to the solicitation of contributions or donations, the sale of advertising or the sale of tickets to fundraising events without the prior written approval of the Village Administrator.

The Illinois Fraternal Order of Police Labor Council also agrees to use its best efforts to obtain the compliance of the Fraternal Order of Police State Lodge and the Fraternal Order of Police Grand Lodge with the requirements of this Article, and to request in writing that these organizations and their contractors and affiliates comply with the same. In the event that the State Lodge and/or the Grand Lodge do solicit, it is agreed that the Illinois Fraternal Order of Police Labor Council will request in writing that the organization not use the name of the Village of Willowbrook, the Willowbrook Police Department, and/or the Willowbrook Police Officers in connection therewith.

ARTICLE XXI

DRUG AND ALCOHOL TESTING

- A. Employees are prohibited from:
1. Being under the influence of alcohol during the course of the workday;
 2. Failing to report to their supervisor any known adverse side effects of any medication or prescription drugs they are taking; and
 3. Consuming, possessing, selling or purchasing illegal drugs at any time.
 4. Abuse of prescription drugs.
- B. Type of Testing. Officers may be tested for drug or alcohol use in any of the following circumstances:

1. When there is reasonable suspicion of drug or alcohol abuse;
 2. As part of regularly scheduled physical examinations;
 3. Following any vehicular accident involving personal injury or property damage in excess of \$1000 occurring on duty or on a special detail;
 4. When an Officer has been involved in a major incident, such as, a shooting, an injury to arrestees or citizens or where there is suspicion of the use of excessive force; or
 5. When an Officer is assigned to a departmental drug enforcement group or where an Officer is assigned primarily to drug enforcement.
- C. Order to Take Test. The Village shall provide the employee with written documentation of the facts or inferences which gave rise to the reasonable suspicion prior to any order requiring a covered employee to take said test.
- D. Tests to be Conducted. For drug testing, the Village shall use only a clinical laboratory or hospital facility that is licensed per the Illinois Clinical Laboratory Act, which laboratory shall comply with all NIDA rules.
- E. Results. As to drug testing, the Village shall be notified in the event that a sample has tested positive or negative for a particular drug on both the initial and confirmatory test. As to alcohol testing, test results showing an alcohol concentration of .03 shall be considered positive.
- F. Right to Contest. The Union and/or the employee shall have the right to contest and/or grieve any alleged violation of this Article. In addition, the affected employee has the right to obtain an independent test from the testing sample for purposes of at the employee's expense.
- G. Discipline. The Village reserves the right to discipline employees up to and including discharge for violations of this Article.

ARTICLE XXII

LABOR-MANAGEMENT MEETINGS

Section 22.1 - Meeting Request. The Union and the Employer agree that in the interest of efficient management and harmonious employee relations, that meetings be held if mutually agreed between Union representative and responsible administrative representative of the Employer. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "labor-management meeting" and expressly providing the agenda for such meeting. Such meetings and locations, if mutually agreed upon, shall not be unreasonably withheld and shall be limited to:

- A. Discussion on the implementation and general administration of this Agreement;

- B. A sharing of general information of interest to the parties;
- C. Notifying the Union of changes in conditions of employment contemplated by the Employer which may affect Officers; and
- D. Discussion of safety issues.

Section 22.2 - Content. It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "labor-management meetings" nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 22.3 - Attendance. Attendance at labor-management meetings shall be voluntary on the Officer's part, and attendance during such meetings shall not be considered time worked for compensation purposes. Normally, three (3) persons from each side shall attend these meetings, schedules permitting.

ARTICLE XXIII SALARIES

Section 23.1 - Salaries. During the term of this Agreement, each Police Officer shall be paid in accordance with the following schedule:

	Starting Salary	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
5/1/06	49,281	49,281	52,005	54,728	57,452	60,175	62,898	65,622	68,345	71,069
5/1/07	51,129	51,129	53,955	56,780	59,606	62,432	65,257	68,083	70,908	73,734
5/1/08	53,047	53,047	55,978	58,910	61,841	64,773	67,704	70,636	73,567	76,499
5/1/09	55,169	55,169	58,217	61,266	64,315	67,364	70,412	73,461	76,510	79,559

Section 23.2 - Initial Step Placement. Initial placement on the schedule and the May 1, 2006 salary for each Officer who was a member of the bargaining unit on the Effective Date hereof are set forth in Exhibit A.

Section 23.3 - Step Movement. Step movement shall be by merit. On May 1 of each year of this Agreement, any Officer who has received a final evaluation score of 3.0 or better during the prior contract year will move to the next step. The parties agree that the document attached as Exhibit B, entitled "Village of Willowbrook Police Patrol Officers Evaluation," shall be the evaluation tool in effect during the term of the Agreement. The denial of a step movement shall be grievable, and the standard for the reversal of said denial shall be a determination that denial of the increase was unreasonable under the circumstances. Any such denial grieved under this section of the contract shall initiate with Step 3 under the grievance procedure as provided for in this Agreement. Each member of the bargaining unit shall be granted a six month "performance interview" with their supervisor beginning with November 1, 2006.

Section 23.4 - Entry Level Salaries. The Village may, in its discretion, pay new hires at a higher rate than is provided in the schedule as long as it does not exceed the pay of any current Officer.

Section 23.5 - Longevity. Effective May 1, 2002, and each year of this Agreement thereafter, the Village shall pay each Officer who as of May 1 has completed the number of full years of service as a sworn peace officer with the Village of Willowbrook set forth below a longevity stipend in the percentage of base annual salary (determined under Section 23.1) as set forth below.

Complete Full Years of Service	Percentage of Base Salary
11-15	One percent (1%)
16 or more	Two percent (2%)

**ARTICLE XXIV
DURATION**

This Agreement shall be effective as of May 1, 2006 and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2010. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no less than one hundred twenty (120) days prior to the anniversary date of this Agreement that it desires to modify or terminate this Agreement.

In the event that such notice is given, negotiations shall begin no later than fifteen (15) days after such notice unless otherwise mutually agreed. This Agreement shall remain in full force and effect during the period of negotiations unless either party notifies the other in writing with not less than ten (10) days' notice of its intent to terminate after April 30, 2010.

SIGNED AND ENTERED into this 20th day of June 2006.

ILLINOIS FRATERNAL ORDER OF
POLICE LABOR COUNCIL

Kevin S. Krug 06-07-06
Lucy J. [Signature]
Mal [Signature]
Ruth Schuler

VILLAGE OF WILLOWBROOK

[Signature]
 Village President

ATTEST:

Leroy O'Hanlon
 Village Clerk



EXHIBIT A

**VILLAGE OF WILLOWBROOK
POLICE OFFICERS
CLASSIFICATION AND SALARIES
AS OF MAY 1, 2006**

<u>NAME</u>	<u>INITIAL STEP</u>	<u>SALARIES 5-1-06</u>
Oggerino, Paul	9	71,069
Pelliccioni, Andrew	9	71,069
Long, Mark	9	71,069
Svehla, Art	9	71,069
Gaddis, Dave	9	71,069
Kolodziej, Ted	9	71,069
Eisenbeis, Scott	9	71,069
Altobella, Mark	9	71,069
Skiba, John	9	71,069
Handzik, John	9	71,069
Polfliet, Dan	9	71,069
Kobler, Tim	9	71,069
Schaller, Bob	9	71,069
Drake, Chris	8	68,345
Chavez, Jose	6	62,898
Biggs, Darren	5	60,175
Strugala, Michelle	5	60,175

EXHIBIT B

Village of Willowbrook Police Officer Evaluation

The Village's Performance Evaluation Program is designed to provide the employee and the employer an opportunity to assess the performance of an individual. The evaluation is designed to provide the employee with the type of feedback necessary to perform the job in a highly effective manner, to identify areas of strength and areas where performance could be improved, as well as to assist the Village in accomplishing its goals and continuing to offer a high quality of service.

The Performance Evaluation Program is probably the most important interpersonal action you will have with that person each period. Used properly, an evaluation can be a positive motivator and a tool to assist that employee in improving performance. An evaluation shall be used as an opportunity for you to communicate with your employee offering praise for good performance and identifying the area(s) that could use improvement.

The Performance Evaluation Program is made up of three components. The first component is the Supervisor's Evaluation. This evaluation shall be conducted by your immediate supervisor and will carry a weight of seventy percent (70%) of the overall evaluation score. The second component is the Peer Evaluation. All Officers on the same patrol shift or in the same unit as the Officer being evaluated will complete a Peer Evaluation. The evaluations scores generated by the Patrol Officers will be compiled and averaged to create the Peer Evaluation Score. This score will comprise twenty percent (20%) of the overall evaluation score. The third component to the evaluation is the Self Evaluation. Each employee will complete an evaluation form on himself. The score derived from the Self Evaluation will make up ten percent (10%) of the overall evaluation score.

As part of the Supervisor's Evaluation, each employee will be required to provide individual goals for the subsequent evaluation period. These goals may pertain to training, duty assignments, enhancement of skills or abilities or other objectives the employee wishes to accomplish within the evaluation period. These goals must be agreed upon by the employee and Supervisor and must contain a measurement indicator to determine if the goal has been obtained. The rater must take into account the department's financial and staffing needs in approving the individual goals.

It is important when you are evaluating to consider everything the employee has done since the last evaluation and not just the last few activities you can remember. You are encouraged to keep notes throughout the rating period for reference when completing this evaluation. Refer to the employee's job description to thoroughly understand the duties and requirements of the position. Remain as objective as possible eliminating personal prejudice, bias, or favoritism. It is important that you recognize that an employee may be excellent in one area and only average in another. Your evaluation must be based on demonstrated performance, not anticipated or personal feelings.

The evaluation instrument contains seven key traits that have been determined to be the basis for a high-quality officer. The traits are as follows:

1. Communication
2. Problem Solving/Discretion
3. Initiative
4. Professionalism
5. Technical Knowledge
6. Productivity
7. Flexibility/Dependability

Contained within each of the traits is a series of characteristics that make up the trait. The rater will score each of the characteristics on a basis of 1 through 5, using the definitions contained in this manual. The score for each characteristic is then averaged with the other scores within the trait category for a trait score. The trait scores are then compiled to provide the overall rater's score.

Raters will be asked to rate an employee on a scale of 1 to 5 in the appropriate areas on the scale using the following criteria:

5	Performance is consistently and significantly beyond established standards. Achieves performance goals and objectives at a fully outstanding level and demonstrates exceptional skill levels.
4	Performance is consistently above adequate skills levels. Achieves performance goals and objectives, often beyond expectations.
3	Performance consistently meets job requirements. Achieves performance goals and objectives as stated.
2	Performance is less than expected and needs improvement. Performance goals and objectives are met only under close supervision.
1	Performance is substantially weak. Performance goals and objectives are not met even under close supervision.

Upon completion of the evaluations, the Supervisor is responsible for reviewing the evaluation with the employee. The review should entail comments, both positive and negative, related to the employee's performance throughout the evaluation period. Specific examples of behaviors or work issues should be discussed and appropriate documentation used to substantiate the rater's score(s).

In the event that a dispute arises out of an evaluation, the Police Chief shall serve as the Appeals Officer. The Appeal's Officer shall review the written evaluation and any pertinent written documentation that was considered during the evaluation process. The Appeals Officer shall determine if the evaluation score was reasonable under the circumstances. Under this scenario, the Appeals Officer shall have the right to amend the disputed score based upon the evidence presented.

Upon completion of the evaluation review meeting, the rater(s) must complete the Evaluation Summary Sheet, provided below. The Evaluation Summary Sheet is used for the

calculation of the employee's overall evaluation score. One sheet for each of the three components will be provided and then merged to yield the final evaluation score using the process described previously.

Trait	Trait Name	Trait Score
1	Communication	
2	Problem Solving/Discretion	
3	Initiative	
4	Professionalism	
5	Technical Knowledge	
6	Productivity	
7	Flexibility/Dependability	
OVERALL SCORE		

The final step in the evaluation process is the sign-offs. The employee and supervisor must acknowledge that they have seen and reviewed the evaluation. The signature on the documents does not necessarily indicate that the parties agree with the evaluation contained in the document, but simply that they have been discussed. Contained in the sign-off sheet is a request for appeals. Should either party request a review by the Appeals Officer, such a meeting will be scheduled.

**Village of Willowbrook
Police Officer Evaluation**

REVIEW PERIOD	FROM:		THRU:
Supervisor Name:	Signature:		Date:
Employee Name:	Signature:		Date:
Employee Title/Assignment:			
Department:			

Definitions of Trait Ratings

- | | |
|---|--|
| 5 | <i>Performance is consistently and significantly beyond established standards. Achieves performance goals and objectives at a fully outstanding level and demonstrates exceptional skill levels.</i> |
| 4 | <i>Performance is consistently above adequate skills levels. Achieves performance goals and objectives, often beyond expectations.</i> |
| 3 | <i>Performance consistently meets job requirements. Achieves performance goals and objectives as stated.</i> |
| 2 | <i>Performance is less than expected and needs improvement. Performance goals and objectives are met only under close supervision.</i> |
| 1 | <i>Performance is substantially weak. Performance goals and objectives are not met even under close supervision.</i> |

Village of Willowbrook Police Performance Evaluation

COMMUNICATION

1

VERBAL	Speech is difficult to understand. Uses expression or terms not understood by others. Uses language that offends. Has difficulty making self understood in oral communications.
WRITTEN	Written communication is unclear or disorganized. Terms are inappropriate, too sophisticated, or too simplistic.
NONVERBAL	Displays body language that does not match verbal statements. Displays inappropriate or unprofessional body language.
INTERPERSONAL	Is not sensitive to the citizens needs and circumstances. Is uncooperative in dealing with others. Does not treat others in a fair, consistent, impartial manner. Has difficulty maintaining composure and self-control, especially during high pressured situations.
PUBLIC RELATIONS	Displays a lack of concern for citizens and their problems. Fails to provide the public with safety resource information. Does not make daily contacts with citizens while on duty. Reacts slowly to citizens request. Displays an impatient behavior.

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5

Speaks in a clear, precise and understandable manner. Is able to explain Village positions, policies, procedures, services, programs, and activities to others. Generally uses correct grammar, vocabulary, and sentence structure in verbal communications, appropriate to work settings.
Written communication is understandable. Exhibits little problem with grammar, vocabulary, or organization. Content is appropriate. Masters complex details and technical issues in an orderly, coherent style.
Displays appropriate body language. Is aware of and uses body language to enhance communication
Treats people in a manner that shows sensitivity to their needs and circumstances. Treats others with basic courtesy, and is effective in dealing with people. Demonstrates an understanding of difficult situations. Is cooperative in dealing with others in a fair, consistent manner. Maintains composure and self control.
Understands the need for positive public contacts. Is able to diffuse a citizen complaints effectively. Attempts to make daily contact with citizens while on patrol. Promptly responds to citizens requests and takes appropriate action to insure the citizen's satisfaction. Shows patience, tact, and diplomacy when providing services.

PROBLEM SOLVING/ DISCRETION

DISCRETION/DECISION MAKING	Actively refrains from making decisions or attempting to solve problems. Shows pattern or history of poor decision making and or problem solving ability. Demonstrates history of not incorporating department policies, rules, procedures in decision making or problem solving.
CONFLICT RESOLUTION	Is reluctant to become involved in or avoids controlling conflict situations. Occasionally demonstrates a lack of self control and loss of temper.

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1 2 3 4 5

Is able and willing to make decisions and engage in problem solving activity. Uses past experience and knowledge to make decisions and problem solve. Exercises sound and professional judgment when involved in decision making and problem solving.
Identifies a problem, seeks a solution, and follows through with reasonable action in order to resolve a conflict. Resolves conflict in most situations requiring intervention. Usually controls situation with voice, words, bearing and/or physical force. The degree of physical force is appropriate in each situation.

INITIATIVE

INITIATIVE/ CREATIVITY	Recognizes the need for work related activity and suspicious circumstances, but occasionally fails to take appropriate action. Occasionally avoids assigned tasks. Understands the department mission, but exhibits difficulty in prioritizing activity.
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Recognizes and identifies police related activity and takes appropriate follow-up action. Has a broad understanding of the department mission, including priorities of all levels. Can operate independently. Can be self motivated. Is able to come up with original suggestions or solutions.

PROFESSIONALISM

INTEGRITY	Places self interests over public or department's interests. Commits acts which could bring discredit to him/herself or the department
LEADERSHIP	Appears hesitant to take charge or control, or assist in difficult situations when appropriate. Lacks confidence. Seldom called upon by others for assistance or advice.
APPEARANCE	Employees appearance is not consistent with departments uniform policy and procedure. Uniform is not kept clean. Personal appearance reflects negatively on the department.

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Places interests of public above self interests. Honest with colleagues and the public. Actions do not bring discredit to him/herself or the department.
Demonstrates competence in taking charge, control or lending assistance to others in difficult situations. When appropriate, take charge and will lead, advises, guide, direct, or motivate others in difficult situations. Can inspire enthusiasm in decisions when needed.
Employee maintains appearance consistent with department's uniform policy and procedure. Uniform is kept clean. Personal appearance reflects positively on the department.

TECHNICAL KNOWLEDGE

GENERAL ORDERS/ PROCEDURES	Demonstrates an unacceptable level of knowledge, skills, methods, and techniques, based upon his/her length of time in the position. Ineffectively performs the work of the assigned department. Does not possess a working knowledge of the administrative policies and procedures of the Village and Police Department.
LAWS	Displays only limited awareness of current changes in the law and procedure. Has difficulty understanding applicable laws, court rulings, and Rules of Evidence. Requires supervisor interacting in most cases.
OPERATION AND CARE OF EQUIPMENT	Does not follow the correct procedures and guidelines for operation of equipment.
SAFETY PRACTICES	Consistently, or after receiving direction, fails to follow proper safety procedures. Does not follow safety rules or procedures when operating equipment. Consistently fails to ensure the safety of him/herself or others.
TRAINING	Does not seek educational opportunities for advance training. Attends training sessions only as assigned by department personnel.

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Demonstrates an acceptable level of knowledge, skills, methods and techniques, based upon his/her length of time in the position. Effectively performs the work of the assigned department. Has an understanding working knowledge of the administrative policies and procedures of the Village and Police Department.
Is aware of changes in law and procedure. Understands applicable laws, procedures, court rulings, and Rules of Evidence. Can handle routine cases without supervisor interaction.
Follows the correct procedures and guidelines for operation of equipment. Demonstrates the required care to insure that equipment is properly used and maintained.
Understands and follows established safety procedures and regulations, as they apply to the use of equipment, the safety of him/herself, co-workers, and public at large. Exercises an acceptable level of care and caution in completing potentially hazardous work assignments. Uses and wears protective equipment and clothing appropriate to the work activity.
Seeks to advance career through outside training and educational opportunities. Identifies training and education opportunities which consistent departmental goals and objectives.

PRODUCTIVITY

QUALITY	Work is done with little regard for quality and no detail. Work products are incomplete and vague.
QUANTITY	Does not complete a fair share of work defined in job assignment.
EFFICIENCY	Use excessive time to handle assignments. Fails to submit work products on time. Does not thoroughly investigate citizens concerns.
INDIVIDUAL GOALS	
DEPARTMENT GOALS AND OBJECTIVES	Actively does not coincide with goals and objectives of the Department. Work does not reflect the Department's mission.

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Completes work of high quality, attends to detail. Completes work products that are accurate, complete and thorough.
Completes fair share of work; volume of work is what is expected of employees in job classification. Examples of criteria to be used will include cases handled and projects completed.
Fulfills commitments in a timely fashion. Thoroughly investigates citizens concerns and ensures satisfactory resolution. Maximizes availability to citizens and is responsive to needs.
See Attached Goal Sheet
Works well with others in achieving job objectives and organizational goals. Focuses on the needs of the entire organization.

**FLEXIBILITY/
DEPENDABILITY**

RESPONSIBILITY	Does not accept responsibility for actions. Deflects responsibility. Claims that they never received the information that would have aided in avoiding the failure.
ACCEPTANCE OF SUPERVISION	Resists direction. Does not accept some assigned tasks without complaint.
ADAPTABILITY	Has difficulty adapting behavior and attitudinal responses to changing circumstances, policies, and attitudes of others. Does not consider supervisor's or co-workers suggestions and points of view.
ATTENDANCE	Excessive absences. Improper use of sick leave. Fails to follow proper procedures relating to absences.

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Accepts responsibility for own actions. Does not make excuses for situations.
Understands his/her assigned duties and responsibilities as well as his/her role in the organization. Does not require direction or instruction beyond what would typically be expected of an Officer.
Adapts behavior and attitudinal responses to changing circumstances, policies, and attitudes of others including peers and supervisors, in order to obtain desired goals. Considers supervisor's and co-worker's suggestions and points of view.
Is reliably present at work and observes regular work hours. Appears at work on time and prepared to start at the beginning of the shift. Notifies appropriate supervisor or other personnel in event of unplanned absences.

INDIVIDUAL GOALS

This section must be completed by the supervisor and employee at the end of the performance year. The supervisor should copy the goals/objectives and measurement standards set at the beginning of the performance year into the first and second columns. Then, the supervisor should circle a rating for each performance objective based upon how well the objective was achieved. Use the 1 through 5 rating scale to determine compliance or accomplishment of the goal(s). Attach additional sheet if necessary.

INDIVIDUAL GOAL	MEASUREMENT STANDARD	RATING SCORE
		Rating (circle one) 1 2 3 4 5
		Rating (circle one) 1 2 3 4 5
		Rating (circle one) 1 2 3 4 5

COMMENTS

Please provide comments on specific trait and characteristics. Please use additional pages if necessary.

<i>Trait:</i> _____	<i>Characteristic:</i> _____
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<i>Trait:</i> _____	<i>Characteristic:</i> _____
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<i>Trait:</i> _____	<i>Characteristic:</i> _____
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Comments (cont.)

<i>Trait:</i> _____	<i>Characteristic:</i> _____
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<i>Trait:</i> _____	<i>Characteristic:</i> _____
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<i>Trait:</i> _____	<i>Characteristic:</i> _____
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Comments (cont.)

<i>Trait:</i> _____	<i>Characteristic:</i> _____
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<i>Trait:</i> _____	<i>Characteristic:</i> _____
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<i>Trait:</i> _____	<i>Characteristic:</i> _____
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SIGNATURES

I have reviewed this document and discussed the contents with my supervisor. I understand that my signature does not necessarily indicate that I agree with the evaluation contained in this document, and that I may attach written comments which will be reviewed by senior management staff and included with this form in my personnel file.

Comments: (attach additional sheet if necessary):

Employee Signature: _____ **Date:** _____

I REQUEST A REVIEW OF THIS EVALUATION BY THE APPEALS OFFICER.

IMMEDIATE SUPERVISOR

Comments: (attach additional sheet if necessary):

Signature: _____ **Date:** _____

DEPARTMENT HEAD

Comments: (attach additional sheet if necessary):

Signature: _____ **Date:** _____

EVALUATION SCORE

The scores from the three component evaluations shall be recorded and factored using the weight scale established. The overall score shall be that which is used to determine movement in the pay scale.

Trait	Trait Name	Supervisor	Peer	Self	AVERAGE
1	Communication			X	
2	Problem Solving/Discretion			X	
3	Initiative			X	
4	Professionalism			X	
5	Technical Knowledge			X	
6	Productivity			X	
7	Flexibility/Dependability			X	
FINAL EVALUATION SCORE					

VILLAGE OF WILLOWBROOK POLICE FITNESS EXAM AND STANDARDS

The Village of Willowbrook Police Department Fitness Exam will consist of five separate tests. Each test is designed to evaluate an officer's physical abilities while performing job related duties. An officer must comply with these fitness standards at all times to ensure they are ready and fit for duty. The five drills are:

1. 3 Minute Box Step Drill
2. Vertical Jump Drill
3. 1 Minute Sit-Up Drill
4. Max Push-Up Drill
5. 300 Meter Run Drill

1. 3 Minute Box Step Drill: The box step test is an aerobic recovery level indicator. The test simulates the officer's ability to climb steps. The three-minute box step test requires an officer to step on and off a 1-foot box for three minutes. Twenty-four steps must be taken each minute. The officer's heart will be monitored thirty seconds after completing the Box Step Test to measure their beats per minute.

2. Vertical Jump Drill: The vertical jump test evaluates how explosive an officer's leg strength is. Leg strength is critical to the job of Police Patrol Officer because it provides a stable basis from which to perform all job tasks. The vertical jump test requires the officer to place his/her right or left hand up against the wall, and reach to the highest point on the wall. The officer is then required to jump straight into the air and reach to the highest point on the wall. The officer's performance will be measured in inches and scored.

3. 1 Minute Sit-Up Drill: This test is designed to evaluate the strength of the officer's low trunk and abdominal area. This area is critical to activities such as exiting a patrol car, ducking behind barriers and apprehending suspects. The one-minute sit-up drill requires an officer to perform as many sit-ups possible within a one-minute period. All sit-ups must be performed with arms crossed on top of the chest.

4. Max Push-Up Drill: This test is designed to evaluate the officer's upper body strength. Upper body strength is critical for engaging suspects, weapon usage, assisting an injured individual and protecting one's self. The max push-up drill requires an officer to do as many push-ups as he/she is capable of without stopping or resting in between push-ups. There is no time require for this particular test. Push-ups must be started with arms fully extended. An officer must lower their arm extension to a 90-degree angle on every push-up.

5. 300 Meter Run Drill: The 300-meter run requires an officer to sprint 300 meters. This test is design to evaluate the officer's stamina and quickness. This test may be used to determine how capable an officer performs in a foot pursuit situation.

Implementation

The Physical Fitness exam will begin with a 3 Minute Box Step Test. An officer will have to step on and off a 1-foot box for three minutes. After the Box Step Test is completed, the

officer's heart rate will be monitored. The maximum beat per minute an officer must have is 135 beats per minute. A five-minute rest period is awarded after completing the Box Step Test.

The second drill is a Vertical lump test. The minimum an officer must jump is sixteen inches. An officer rests for three minutes after the test is completed.

Once the three-minute rest period is over, officers perform a one-minute sit-up drill. The minimum amount of sit-ups required is thirty-five. There is a five-minute rest period after the sit-up drill is completed.

Next, the officer must perform the maximum push-up drill. The officer must do a minimum of twenty-eight push-ups. No timetable is administered to this particular fitness drill. Once the drill is completed, a five-minute rest period is rewarded.

After the five-minute rest period, the officer runs the 300-meter dash. The dash must be completed in ninety seconds. A seven-minute rest period is rewarded after completion of the run.

A licensed fitness trainer will administer the physical fitness exam to ensure that all officers meet the required standard for each individual drill.

Officers' weight, height, and body fat will be measured after completing the physical fitness exam. However, the results will not be assessed in the final score.

<i>Performance Exercise</i>		<i>Requirement</i>
3 Minute Box Step Test Drill	No more than	135 Beats per Minute
Vertical Jump Drill	No less than	16 Inches
1 Minute Sit-Up Drill	No less than	35 Sit-Ups
Push-Up Drill	No less than	28 Push-Ups
300 Meter Run Drill	No more than	90 Seconds

SCORE

The Physical Fitness Exam is a pass/fail test. In order for an officer to successfully pass the entire fitness exam they must pass all five fitness drills. Failure to pass one fitness drill shall constitute a failed test process, and will require the officer to re-take the entire fitness exam.

<i>Performance Exercise</i>	<i>Pass</i>	<i>Fail</i>
3 Minute Box Step Test		
Vertical Jump		
2 Minute Sit-Up Drill		
Push-Drill		
300 Meter Run		

FINAL SCORE		
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I. DISTRIBUTION:

All

II. IF. PURPOSE:

The purpose of this order is to establish guidelines and procedures for the physical fitness testing for patrol officers.

III. DISCUSSION:

The physical well being of a patrol officer is the utmost importance to the Village of Willowbrook Police Department. A physically fit officer will be able to render aid, physically defend himself and others, and perform the physically demanding aspects of patrol work.

IV. POLICY:

It is the policy of the Willowbrook Police Department that patrol officers maintain a predetermined level of fitness throughout their career with the department.

V. REGULATIONS:

A. Applicability

1. Patrol officers will be subject to random but not recurrent physical fitness testing, effective May 1, 2003. This test shall include, but is not limited to tests that determine strength, cardiovascular fitness, and the physical well being of the patrol officer. Refer to Appendix A.
2. Each patrol officer shall be required to successfully complete the physical fitness test at least once in every twelve-month period. The Chief of Police will randomly, but not recurrently, select patrol officers for fitness testing at various times of the year. In the event that the Chief of Police determines there is a cause for retesting a patrol officer who has already completed physical fitness testing within the twelve-month period, the Chief of Police may require the patrol officer to take the physical fitness test again.
3. The physical fitness test does not preclude additional fit-for-duty testing under the procedure set forth in paragraph B of this section V upon return to work due to an injury or illness or for just cause.
4. Patrol officers who successfully complete the physical fitness testing shall be subject to random testing beginning with May 1st of the following year.

B. Failure to complete or successfully complete testing

1. Patrol officers who fail to complete or successfully pass any portion of the physical fitness test may be subject to the following process prior to issuance of progressive discipline:
 - a. Failure of test – retest within 90 days
 - b. Failure of first retest – counseling, retest within 45 days
 - c. Failure of second retest – verbal warning, retest within 45 days
2. Patrol officers who fail to complete or successfully pass any portion of the physical fitness test after completing the procedures contained in Article V.B.1. may be subject to progressive discipline as follows, all subject to and in accordance with the Rules and Regulations of the Board of Police Commissioners and the provisions of 65 ILCS 5/10-2.1-1 et seq.
 - a. First failure – written warning
 - b. Second consecutive failure – 3 day suspension without pay
 - c. Third and additional consecutive failures – 5 day suspension without pay

Once discipline is served, the testing process will be concluded and no further discipline will be issued with regard to that test.

C. Successful completion of testing

Patrol officers who successfully complete the physical fitness testing following disciplinary proceedings shall have a fresh start with regard to future testing. The patrol officer shall be subject to random physical fitness testing beginning with May 1st of the following year in accordance with section V.A.1 of this General Order.

D. Other remedies

This General Order does not preclude the Village of Willowbrook Police Department from exercising any rights that existed prior to the issuance hereof with regard to an officer who cannot perform the essential functions of his or her job.

VI. PROCEDURE:

A. Scheduling of testing

1. Pre-testing

The Village of Willowbrook will offer a pre-physical fitness test once a year without ramification to all patrol officers. The results of the pre-test shall be forwarded directly to the patrol officer.

2. Required testing

Once a patrol officer receives notification from the Chief of Police, the patrol officer shall be required to schedule the physical fitness test within fourteen (14) days of receiving notice, with the representative of the health facility designated by the Village of Willowbrook.

B. Failure to successfully complete or pass physical fitness testing

1. The Department shall make available, to the patrol officer, fitness or nutritional counseling upon unsuccessful completion of the fitness test. A fitness professional selected by the Village of Willowbrook shall provide this information.

2. If it is determined by the representative of the health facility or the Chief of Police that the officer is unwilling to make a reasonable effort to complete the physical fitness test or if the officer is unwilling to take the physical fitness test, the Chief of Police shall issue the appropriate discipline.

3. The Chief of Police may at his discretion waive or restructure any portion of the physical fitness test or waive progressive discipline (a) if there is supportive evidence indicating that a patrol officer has made a reasonable effort or (b) in order to comply with any applicable laws or regulations. The Chief of Police may issue conditions with the waiver at his discretion.

TO: FOP Negotiating Committee

FROM: Alan Zordan

Re: Uniform/Clothing Allowance

Because the 2006 uniform allowance has already been paid out, and Officers may have already purchased uniform items without knowledge that the uniform allowance provision would be modified, the Village will not implement the new uniform/clothing allowance provision in Section 12.2 until January 1, 2007. In other words, we will not require the submission of receipts or require the payback of moneys not expended with respect to the 2006 uniform allowance. However, after January 1, 2007, the Village will pay out the uniform/clothing allowance during the course of the year as Officers submit proper receipts for authorized items in accordance with the new Section 12.2 of the Agreement. We appreciate the Union's cooperation in revising the uniform/clothing allowance to assure that both the Village and Officers are in compliance with applicable tax laws.