

COPY

ILLINOIS FOP LABOR COUNCIL

and

VILLAGE OF WILLOWBROOK Police Officers

May 1, 2010 – April 30, 2013

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AGREEMENT

between

THE VILLAGE OF WILLOWBROOK

and

ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

May 1, 2010 through April 30, 2013

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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 1 RECOGNITION

Section 1.1 Representative Unit

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 Check-Off

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 2 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 3 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 4 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 5 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 6 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 (1½) 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.

Schedule Overtime Posted overtime assignments shall be filled by rotating seniority based on the seniority list posted in the patrol room. Bargaining unit members shall make one (1) selection

from the posted overtime when the pin is on their name. Bargaining unit members will have twenty-four (24) hours in which to make the selection, with the pin moving at 9:00am every day. The Department command shall be responsible for moving the pin Monday through Friday, with the Day Shift supervisor responsible for moving the pin on Saturday and Sunday. Any assignment not filled by the regular process on the day before the assignment; (Friday for Sunday and Monday details), shall be filled by pick or pass. A pick or pass movement is defined as the acceleration of the pick process from twenty-four (24) hour selection period to an immediate pick or pass process. If the assignment remains unfilled four (4) hours before the start of the detail the following will be implemented: If the assignment is for shift coverage, the least senior on-duty bargaining unit member will be ordered to fill the vacancy.

Un-Scheduled Overtime Vacancies created shall be offered to bargaining unit members on duty by seniority. If the vacancy is not filled by a bargaining unit member on duty, such shall be offered to other bargaining unit members by seniority, by the most senior first, then in descending order. If the vacancy stills remains unfilled, other sworn staff not in the rank of patrol Officer will be provided the opportunity for the overtime. Upon the vacancy not filled after all sworn staff as denoted above has been offered the opportunity, the vacancy shall be filled by the least senior bargaining unit member on duty for the shift needing to be filled.

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 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

Officers may continually add to their compensatory time bank up to fifty (50) hours of replenishable 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 7 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

The Village shall comply with the requirements of all current state and federal statutes regarding military leave, compensation, benefits and reinstatement, including but not limited to the Public Employee Armed Services Rights Act, 5 ILCS 330/10 or as amended. The Local Government Employees Benefits Continuation Act, 50 ILCS 140 or as amended; and the Illinois Family Military Leave Act, 820 ILCS 151/1 et seq. or as amended.

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.

Section 7.6 Public Employee Disability Act Leave

Officers will be afforded all applicable health coverage rights, wages, pension contributions and benefits pursuant to Section 10 of the current Illinois Public Safety Employee Benefits Act, 820 ILCS 320/10 or as amended. An Officer who sustains injuries and/or contracts a contagious disease in the line of duty which renders the Officer unable to perform his or her job duties will be afforded all applicable rights to leave pursuant to the current Illinois Public Employee Disability Act, 5 ILCS 345/1 et. seq. or as amended.

Section 7.7 Family and Medical Leave

The Village offers Family and Medical Leave pursuant to the Family and Medical Leave Act, or as amended.

Section 7.8 Family Military Leave

Officers will be afforded all applicable rights to family military leave pursuant to the Illinois Family Military Leave Act, 820 ILCS 151/1 *et. seq.* or as amended.

ARTICLE 8 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 per Article 16, Step 4 of the Grievance Procedure.

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 Health Insurance Buy-Back Program

Any employee who does not want to be covered by a Village health insurance plan may decline the coverage. This includes an employee declining family coverage, single coverage or declining dependent coverage and keeping single coverage (such employee must be eligible for the form of coverage). However, because having health insurance is vitally important, no individual will be allowed to decline coverage unless they can offer proof of coverage under another health insurance policy. An employee may only terminate their health insurance election to receive the buy-back benefit during the annual open enrollment period, and/or upon a qualifying event (e.g., divorce, birth of a child).

Employees wishing to terminate their health insurance coverage in order to take advantage of this policy must complete a waiver form and return it to the Finance Department. This waiver will apply to both single (employee only) and dependent and family coverage. A copy of a current medical insurance card showing evidence of coverage through another health insurance carrier must be attached. Following this submission verifying coverage, the insurance through the Village will be terminated effective the first day of the following month after the form is submitted to Finance.

Employees wishing to take advantage of this policy acknowledge that neither the Village nor the Union is liable for any losses sustained by an employee electing to waive his/her health insurance coverage(s) under the existing group insurance plan in favor of coverage under an outside plan of any kind; and further, that the employee assumes all risks in deciding to waive coverage pursuant to this Section.

If single coverage is waived the reimbursement is fifty percent (50%) of the current single premium the Village pays. If family coverage is waived the reimbursement is fifty percent (50%) of the current single premium the Village pays. If dependent coverage is waived (employee goes from family to single coverage) the reimbursement is fifty percent (50%) of the current single premium the Village pays.

The reimbursement will be distributed through payroll over twenty-four (24) pay periods. All payments are considered income and are subject to normal withholdings. Individuals whose spouse is also a Village employee are eligible for this reimbursement plan.

Re-enrollment: Re-enrollment to Village coverage can be accomplished during the open enrollment period annually or immediately if the other coverage is terminated. It is understood that this section does not alter COBRA requirements of the Employer and employee.

ARTICLE 9 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 10 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), grandfather in-law, grandmother in-law, aunt, uncle 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, or mother (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. After five (5) occurrences and/or usage in a fiscal year, a doctor's note will be required for each subsequent personal sick leave usage by the Officer, with the exception of sick time use for family.

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 April 30) and must be scheduled in advance with approval of the Chief of Police.

ARTICLE 11 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 12 UNIFORM/CLOTHING ALLOWANCE

Section 12.1 Initial Uniform Issue

All newly hired Officers shall be provided a complete uniform and other necessary equipment. In addition, a newly hired Officer will received two (2): additional long sleeve shirts, short sleeve shirts, pants and turtlenecks.

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 13 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 they must contact the Department within the prescribed time; (11:00am-12.00pm) 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 14 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 15 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 annual vacation preference and shift 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.

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 16 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, except that all disciplinary actions up to and including termination for non-probationary covered members and at the election of the Officer, can only be appealed through the Labor Agreement's Article 16 Grievance Procedure or the Board of Police Commissioners, but not both. The parties agree that the Chief of Police or designee or agent for the Employer has the right to implement disciplinary action up to and including termination of a covered member for just cause only, and will not file charges with or review with, or present to the Village's Board of Police Commissioners any discipline unless the Officer has opted to have their appeal through the Board of Police Commissioners. Neither the Police Chief or designee nor the Village or their agents will file charges asking the Board of Police Commissioners to impose or review any discipline on any non-probationary bargaining unit employee if the Officer has selected to appeal through Article 16, Grievance Procedure.

The decision of the Police Chief or designee or agent of the Village with respect to any disciplinary action, up to and including termination shall be deemed final, subject only to the review of said decision through Article 16 Grievance Procedure if the Officer has selected appealing through Article 16 Grievance Procedure. The grievance shall be processed in accordance with Article 16 of this Labor Agreement at Step 4 of the procedure. No processing, review, implementation or relief shall be available from the Board of Police Commissioners with respect to any matter which is subject to the grievance and arbitration procedure set forth in Article 16 of this Agreement. The parties have negotiated an alternative procedure based upon the grievance and arbitration provisions of this Agreement, and the foregoing provisions with respect to the appeal and review of disciplinary action or discharge decisions shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be the Rules and Regulations of the Village's Board of Police Commissioners. Pursuant to Section 15 of the IPLRA and 65 ILCS § 10-2.1-17, the parties have negotiated an alternative procedure based upon the grievance and arbitration provisions of this Agreement.

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, except the parties have negotiated an alternative procedure based upon the grievance and arbitration provisions of this Agreement, and the foregoing provisions with respect to the appeal and review of disciplinary action or discharge decisions shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be the Rules and Regulations of the Village's 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 17 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 18 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.

Section 18.8 Impasse Resolution/Interest Arbitration

The resolution of any bargaining impasse shall be resolved according to the provisions of the Illinois Public Labor Relations Act, 5 ILCS 315/14 or as amended.

Section 18.9 Temporary Light Duty Assignments

In order to aid a temporarily injured Officer through the transitional period toward full recovery from an injury, the Village offers temporary light duty assignments in circumstances where light duty work is available. Light duty assignments are not available in connection with and are not intended to cover permanent disabilities.

Such assignments are only available to Officers who have completed at least one (1) full year of service. Temporary assignments to light duty work are contingent upon work being available to meet the light duty restrictions within the Department or elsewhere in the Village, if not available in the Department. Changes in employee hours and days of work may be made to facilitate a light duty assignment for non-work related injuries only. Where an employee requests light duty, the Department will accept or deny the light duty request based upon the particular circumstances existing at the time of the request (e.g., number of Officers already out on vacation or other leave, the Department's current staffing needs, etc.). All requests for light duty and related communications must be directed to the Officer's immediate Supervisor. Before a light duty assignment will be considered, an Officer must submit a Light Duty Statement form to their Supervisor which has been completed and signed by the Officer's treating physician. Light duty is not available if the treating physician will not state specifically what restrictions are in place or the length of time that the restrictions will remain in effect. Once all restrictions have been clarified by the physician, the Department will determine whether any assignments are available that are consistent with the Officer's restrictions. The Village reserves the right to require an Officer to be examined in reference only to the restrictions by the Village's physician at Village expense, to confirm the ability and need of the Officer to work light duty.

Section 18.10 Duration of Light Duty

For all injuries (whether work related or non-work related), light duty will be offered for up to four (4) months in a rolling year for the same condition.

Section 18.11 Light Duty Assignment Scheduling and Pay

An Officer working in a light duty capacity will continue to earn the hourly wages the Officer earned before going on light duty. Officers on light duty are not eligible for overtime work unless requested by the applicable Supervisor and consistent with the light duty restrictions. An Officer on light duty assignment may not engage in other work or employment during the light duty period unless prior approved and the work is consistent with light duty restrictions. If an Officer engages in other work or employment during the light duty assignment period, the Officer will be deemed to have voluntarily terminated his or her employment, unless such has been previously approved.

ARTICLE 19 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, except that the parties have negotiated an alternative procedure based upon Article 16 Grievance Procedure of this Agreement and as expressed in this Agreement per Article 16, with respect to the appeal and review of disciplinary action or discharge decisions shall be in lieu of the Board of Police Commissioners at the Officers election, and shall expressly supersede and preempt, any provisions that might otherwise be the Rules and Regulations of the Village's Board of Police Commissioners. Pursuant to Section 15 of the IPLRA and 65 ILCS § 10-2.1-17, the parties have negotiated an alternative procedure based upon the grievance and arbitration provisions of this Agreement. The parties agree the affected Officer has the option of either appealing the disciplinary action either before the Board of Police Commissioners or Article 16 Grievance Procedure, but not both.

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 20 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 21 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 22 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 23 SALARIES**Section 23.1 Salaries**

During the term of this Agreement, each Police Officer shall be paid in accordance with the following schedule. Each May 1, Officers base salary will move forward one (1) step.

	Starting Salary	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
5/1/2010	55,169	55,169	58,217	61,266	64,315	67,364	70,412	73,461	76,510	79,559
5/1/2011	56,272	56,272	59,382	62,491	65,601	68,711	71,821	74,930	78,040	81,150
5/1/2012	57,397	57,397	60,569	63,741	66,913	70,085	73,257	76,429	79,601	82,773

Section 23.2 Initial Step Placement

Initial placement on the schedule and the May 1, 2010 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 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 23.4 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 24 DURATION

This Agreement shall be effective as of May 1, 2010 and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2013. 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, 2013.

SIGNED AND ENTERED into this 13TH day of December, 2010.

FOR: ILLINOIS FRATERNAL ORDER
OF POLICE LABOR COUNCIL

Kevin S. Krug 12-13-10
Kevin S. Krug Date

Timothy J. Kobler 12-13-10
Timothy J. Kobler Date

Michelle L. Strugala 12-13-10
Michelle L. Strugala Date

Robert R. Schaller 12/13/10
Robert R. Schaller Date

FOR: VILLAGE OF WILLOWBROOK

Robert A. Napoli 12-20-11
Village President Date
Robert A. Napoli

Leroy Hansen 12-20-10
Village Clerk Date
Leroy Hansen

EXHIBIT A

**VILLAGE OF WILLOWBROOK POLICE OFFICERS CLASSIFICATION AND SALARIES
AS OF MAY 1, 2010**

<u>NAME</u>	<u>INITIAL STEP</u>	<u>SALARIES 05-01-10</u>
Pelliccioni, Andrew	9	79,559
Long, Mark	9	79,559
Gaddis, Dave	9	79,559
Kolodziej, Ted	9	79,559
Eisenbeis, Scott	9	79,559
Altobella, Mark	9	79,559
Skiba, John	9	79,559
Handzik, John	9	79,559
Polfliet, Dan	9	79,559
Kobler, Tim	9	79,559
Schaller, Bob	9	79,559
Drake, Chris	9	79,559
Chavez, Jose	9	79,559
Biggs, Darren	9	79,559
Strugala, Michelle	9	79,559
Kaspar, Lauren	4	64,315
Volek, Nickolas	3	61,266

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.

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. Each member of the bargaining unit shall be granted a six (6) month "performance interview" with their supervisor on or about November 1, of each year. If deficiencies are denoted on the six (6) month interview, the bargaining unit member will be re-interviewed in three (3) months.

The Employer or supervisor may not require the Officer to issue a specific number of citations or warnings within a designated period of time. The Employer or supervisor may not compare the number of citations or warnings issued by the Officer to the number of citations or warnings issued by another Officer. This evaluation period is designated from the month of May to May.

PATROL OFFICER EVALUATION

Name / Rank:

Evaluation Date:

PERFORMANCE ASSESSMENT CATEGORIES

1. Interpersonal Relationships	☐ MEETS EXPECTATIONS	☐ DOES NOT MEET EXPECTATIONS
Evaluates Officers' interaction with the community while providing law enforcement services and with persons in the Departmental environment including Supervisory and Command Staff, support personnel and peers in accordance with Agency guidelines.	The Officer establishes a climate of mutual trust and rapport with persons. Officer does not enter into situations with predetermined beliefs and opinions. Officer remains neutrally objective and responsive to the individual's concerns and service delivery needs. Officer's decision-making reflects understanding and execution of realistic law enforcement service delivery options and alternatives. Officer is responsive. Demonstrates ownership, accountability and responsibility for his/her actions and behaviors. Officer seeks assistance and does not hesitate to ask questions and seek clarification. Officer request additional training opportunities.	Officer's actions are tense and fail to reflect concern and empathy for the individual(s) and verbal and on verbal gestures, actions and behaviors intentionally or unintentionally communicate his/her personal bias by failing to remain objective and neutral during call/incident handling. Officer becomes verbally and/or non-verbally defensive; is reluctant to request / seek clarification / assistance necessary for corrective action.
2. Jurisdictional Geography and Orientation	☐ MEETS EXPECTATIONS	☐ DOES NOT MEET EXPECTATIONS
Evaluates Officer's competence to expeditiously respond to locations while operating police motor vehicle during general patrol and emergency response situations within Agency guidelines.	Officer consistently responds to locations and destinations by most direct route. Officer demonstrates knowledge of routing shortcuts as well as tactical response considerations including concealment cover, low visibility approaches, etc. Does not compromise public or officer safety.	Officer is unable to execute and articulate current street location. Officer is unable to demonstrate multitasking capability to execute safe operation of the patrol vehicle.
3. Motor Vehicle Operation and Use of Emergency Equipment	☐ MEETS EXPECTATIONS	☐ DOES NOT MEET EXPECTATIONS
Evaluates Officer's competence to operate the police motor vehicle and equipment during general and emergency situations regardless of environmental conditions and vehicular and pedestrian volumes with Agency guidelines.	Officer consistently operates the police motor vehicle within compliance of all traffic laws and procedural guidelines. Maintains control of the police motor vehicle while responding to calls for service and during general patrol operations. Responds to calls for service and/or general patrol operations at safe and defensible speeds. Promptly reacts to pedestrian and driver actions by taking appropriate and timely evasive actions. Officer demonstrates multitasking abilities by minimizing the loss of eye contact with the roadway while utilizing the police radio, computer, etc.	Inattentiveness results in speed and traffic control signal errors; places other motorists and/or pedestrians at risk. Drives too fast or too slow while responding to calls for service or during general patrol operations. Safe operation of the patrol vehicle is compromised as a result of improper lane usage, approaches to intersections, failure to anticipate driver and pedestrian behaviors. Officer fails to demonstrate the multitasking capacity to safely operate the police motor vehicle while observing people, places, situations and events while simultaneously operating emergency equipment.
4. Telecommunication Protocols and Skills	☐ MEETS EXPECTATIONS	☐ DOES NOT MEET EXPECTATIONS
Evaluates Officer's ability to effectively utilize law enforcement communications equipment and computer-based data/information systems (e.g., in-vehicle radio, portable radio, computer-laptop, cell phone, video camera, tape recorder, etc.) while following Agency procedures and guidelines.	Officer effectively responds to radio / computer in an accurate, brief, and clear fashion. Officer provides Telecommunications with prompt and accurate patrol unit location. Officer listens to transmissions for other law enforcement units and self-initiates backup response. Officer utilizes appropriate codes and procedures when transmitting and receiving information/data, is not discourteous. Officer's transmissions are clearly articulated, brief and complete under commonly occurring and stressful circumstances.	Officer fails to follow and utilize telecommunications procedures for transmitting and receiving information. Does not actively listen and hear transmissions, inattentive to computer terminal messages, require dispatched to be repeated. Officer misses transmissions of other law enforcement units and fails to promptly self-initiate backup response. Does not provide Telecommunications with prompt and accurate patrol unit location. Fails to think through and preplan radio transmissions before keying microphone and transmitting; cuts off messages. Officer's radio transmissions are not clear, speaks too fast and/or too slowly, and takes excessive pauses. Requires assistance to access computer-based information systems including NCIC, state and local/agency databases, including file checks on individuals, locations, property, etc.

5. Directed Patrol Strategies/Self Initiated Field Activity	☐ MEETS EXPECTATIONS	☐ DOES NOT MEET EXPECTATIONS
Evaluates Officer's competence to utilize multiple sources of information to initiate proactive patrol activity within Agency guidelines.	Officer anticipates trends and patterns of recurring incidents and potential problem areas. Officer utilizes data during uncommitted patrol times to initiate extra patrol. Officer recalls information for roll call, shift activity logs, BOLOs, etc. and utilizes this information to follow-up or facilitate problem resolution. Officer communicates information pertinent to the patrol beat and sector.	Officer fails to identify high crime areas requiring extra attention. Officer fails to utilize shift briefing information, wants/warrants files, accident locations indexes and career criminal/sexual offender files to proactively plan. Officer fails to observe and detect out-of-the-ordinary (suspicious persons, places, events, circumstances or activities). Officer avoids taking action.
6. Patrol Tactics (Safety)	☐ MEETS EXPECTATIONS	☐ DOES NOT MEET EXPECTATIONS
Evaluates Officer's ability to safely and consistently execute patrol operational tactics within Agency guidelines.	Officer anticipates and reacts to the physical movements and verbal actions of others. Officer maintains disciplined focus by recognizing, assessing, and controlling scenes that contain rapidly changing, chaotic, or unpredictable events. Officer maintains visual contact and scanning of individuals and target(s). Officer offsets patrol vehicle, keeps dominant hand-free, maintains reactionary gap, and protects weapon. Officer's verbal and nonverbal actions neutralize and/or de-escalate situations. Officer does not hesitate to immediately provide physical and/or verbal backup assistance, without prompting. Officer recognizes crime scenes and manages persons entering/exiting same as well as preserving potential trace evidence. Officer investigates and conducts comprehensive and orderly crime scene search/ does not disturb/contaminate potential trace evidence.	Officer fails to safely execute field operations by exposing self and others to unnecessary dangers. Officer does not maintain visual contact. Officer fails to stay on task. Officer fails to offset patrol vehicle, keep dominant hand-free, maintain reactionary gap, and protect weapon. Officer does not promptly request back-up assistance when required. Officer fails to control the movements of others through clearly articulated verbal and nonverbal commands. Officer fails to immediately react to and follow protocols. Officer fails to protect crime scene. Officer fails to conduct a comprehensive and orderly crime scene search by recognizing, collecting, identifying, preserving and recording physical evidence.
7. Criminal Statutes/Ordinances	☐ MEETS EXPECTATIONS	☐ DOES NOT MEET EXPECTATIONS
Evaluates Officer's knowledge and application of substantive and criminal laws within Agency guidelines.	Officer demonstrates knowledge and application of substantive criminal laws. Officer can distinguish criminal and noncriminal activity. Demonstrates understanding of laws or arrest, search and seizure. Officer demonstrates understanding and application of frisk and search principles and practices in field contact/custody situations. Officer demonstrates knowledge of warrant procurement and execution requirements. Officer provides accurate and complete testimony in court proceedings.	Officer fails to establish the necessary elements of criminal offenses; is uncertain of crime(s) were committed. Officer fails to lawfully apply procedural principles of arrest, search and seizure. Officer is unable to identify criminal codes/ordinances to assist in investigating/reporting criminal offenses. Officer fails to demonstrate knowledge of warrant procurement and execution requirements. Officer does not provide accurate and complete testimony in court proceedings.
8. Information Processing – Case Building – Reporting	☐ MEETS EXPECTATIONS	☐ DOES NOT MEET EXPECTATIONS
Evaluates Officer's competence to accurately investigate, take notes, follow-up and report incidents and criminal offenses in a timely, comprehensive and logically organized manner. Submits reports in accordance within Agency protocol.	Officer's reports contain the essential information by documenting the vents in the order that they occurred. Grammar, spelling, word usage, sentence structure error(s) do not compromise clarity of meaning. Reports are complete for the information/facts. Officer proof reads reports and forms for errors and omissions and makes corrections before submitting it.	Officer's reports are incomplete and inaccurate for information and facts. Officer is unable to complete reports and forms Officer fails to review field notes. Officer's grammar, spelling, word usage contains numerous errors and the sentence structure is

	Officer's reports are infrequently returned for correction/revision.	confusing and/or incomplete. Officer's reports require extensive corrections and revision in order to meet submittal quality standards. Officer's reports are not completed in an acceptable time frame.
9. Problem Solving and Decision Making	☐ MEETS EXPECTATIONS	☐ DOES NOT MEET EXPECTATIONS
Evaluates Officer's competence to define and resolve problems consistently within Agency guidelines.	Officer thinks through and develops multiple options for problem resolution by: 1) Accurately defining the problem. 2) Identifying multiple options for resolving the situation. 3) Selecting the most viable course of action and justifying why, and 4) Following through on the action plan.	Officer fails to identify and examine multiple options for problem resolution; hesitates to fails to take action. Officer arrives on locations with a preconceived solution to resolve situations without fully defining the problem(s). Officer fails to utilize problem solving and decision making components or consider alternative options for resolving situations. Officer is unable to determine agency guidelines to facilitate problem-situation resolution.
10. Traffic Enforcement and Scene Management/Investigation	☐ MEETS EXPECTATIONS	☐ DOES NOT MEET EXPECTATIONS
Evaluates Officer's ability to perform traffic enforcement, directs and control vehicular and pedestrian traffic and manage accident scenes and complete accident investigations within Agency guidelines.	Officer utilizes knowledge of the jurisdiction to spontaneously effect traffic enforcement activity at high-accident locations. Officer demonstrates knowledge of motor vehicle citations and ordinances by determining the most appropriate enforcement action. Cites hazardous action violation(s) when applicable. Officer can articulate his/her decision with due regard to the type of violation and the degree of public safety risk, etc.	Officer fails to take safe, effective command of vehicle/pedestrian control. Officer requires assistance to secure and document applicable information at property damage and/or personal injury accident scene(s). Officer's reports require extensive corrections and revision in order to meet standards.
11. Appearance	☐ MEETS EXPECTATIONS	☐ DOES NOT MEET EXPECTATIONS
Employee maintains appearance consistent with the department's policy and procedure.	Officer's uniform is clean. Officer's personal appearance reflects positively on the Department. Officer is clean shaven at the beginning/end of each shift. Officer's exterior vest cover is neat and clean.	Officer's uniform is un-kept. Officer is unshaven. Officer's uniform is not neatly pressed. Officer's uniform color is faded. Officer's exterior vest cover is worn and/or dirty.
12. Acceptance of Supervision	☐ MEETS EXPECTATIONS	☐ DOES NOT MEET EXPECTATIONS
Employee understands assigned duties, responsibilities. Does not require direction or instruction consistently.	Officer understands assigned duties and responsibilities as well as their role with the Department. Officer does not require direction or instruction beyond what would be expected of an officer.	Officer resists direction. Officer does not accept some assigned tasks without complaints.

EXCEEDS EXPECTATIONS (Comments)

1. Interpersonal Relationships
2. Jurisdictional Geography and Orientation
3. Motor Vehicle Operation and Use of Emergency Equipment
4. Telecommunication Protocols and Skills
5. Directed Patrol Strategies/Self Initiated Field Activity
6. Patrol Tactics (Safety)
7. Criminal Statutes/Ordinances
8. Information Processing – Case Building – Reporting
9. Problem Solving and Decision Making
10. Traffic Enforcement and Scene Management/Investigation
11. Appearance
12. Acceptance of Supervision

DOES NOT MEET EXPECTATIONS (Comments)

1. Interpersonal Relationships
2. Jurisdictional Geography and Orientation
3. Motor Vehicle Operation and Use of Emergency Equipment
4. Telecommunication Protocols and Skills
5. Directed Patrol Strategies/Self Initiated Field Activity
6. Patrol Tactics (Safety)
7. Criminal Statutes/Ordinances
8. Information Processing -- Case Building -- Reporting
9. Problem Solving and Decision Making
10. Traffic Enforcement and Scene Management/Investigation
11. Appearance
12. Acceptance of Supervision

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: _____

CHIEF OF POLICE

Comments: (attach additional sheet if necessary):

Signature: _____

Date: _____

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 jump 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		
--------------------	--	--

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

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. except that the parties have negotiated an alternative procedure based upon Article 16 Grievance Procedure of this Agreement and as expressed in this Agreement per Article 16, with respect to the appeal and review of disciplinary action or discharge decisions shall be in lieu of the Board of Police Commissioners at the Officers election, and shall expressly supersede and preempt, any provisions that might otherwise be the Rules and Regulations of the Village's Board of Police Commissioners. Pursuant to Section 15 of the IPLRA and 65 ILCS § 10-2.1-17, the parties have negotiated an alternative procedure based upon the grievance and arbitration provisions of this Agreement. The parties

agree the affected Officer has the option of either appealing the disciplinary action either before the Board of Police Commissioners or Article 16 Grievance Procedure, but not both.

2. 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.

MEMORANDUM OF UNDERSTANDING

The purpose of this Memorandum of Understanding is to set forth the agreement between the Village of Willowbrook and the Illinois Fraternal Order of Police Labor Council regarding the special terms of employment that will apply to a Police Officer functioning as a Canine Officer, including the duties and compensation of the Officer. These special terms are as follows:

1. The Willowbrook Police Department's General Order concerning the operation of the Canine Unit will apply.
2. Travel time with the canine shall not be compensable except for such travel time entitled to compensation under the applicable collective bargaining agreement and Fair Labor Standards Act, and except when such travel time is created by another jurisdiction's requesting the use of the Canine Unit.
3. The Department will replace, without cost to the Canine Officer, any uniform items specially designated and required for use by the Canine Officer that become damaged while performing duties related to the canine. This replacement shall be in addition to the uniform allowance provided for in the applicable collective bargaining agreement.
4. The Canine Unit will generally be assigned to patrol duties. However, it is understood that the workday and work period of the Canine Unit may be changed with or without notice from time to time in order to meet the Department's needs for the Unit.
5. Subject to the operating needs of the Department, the Canine Officer will be allowed one (1) hour, or such time as is reasonably necessary, during the course of his/her duty shift to perform the following duties relative to the canine: exercise, grooming, feeding (one meal), training, visits to the veterinarian for routine checkups and shots, and procuring food and supplies.
6. The Canine Officer will also be allowed an additional eight (8) hour day every other month for additional training and maintenance of the canine. This Paragraph will be reviewed and, if necessary, adjusted after one year of operation of the Canine Unit.
7. The Canine Officer will perform certain limited tasks at home related to the canine while not on-duty, including cleaning the canine's kennel or other place where the canine is kept, cleaning up after the canine; feeding the canine (one meal for on-duty days and two meals for off-duty days); and exercising the canine (off-duty days). The Officer will maintain a detailed daily record of the amount of time spent on these tasks which will be available for inspection by the Chief of Police upon request. The parties estimate that the amount of time required to perform these tasks is approximately four (4) hours per week. Recognizing that the performance of these limited tasks requires substantially less skill than the regular work of the Canine Officer, the parties agree that he or she will receive a monthly stipend (including an overtime factor) of \$200. This Paragraph will be reviewed and, if necessary, adjusted after one year of operation of the Canine Unit.

For the Illinois Fraternal Order of Police,
Labor Council:

Kevin S. Krug 12-13-10
Kevin S. Krug Date
FOP Field Supervisor

Timothy J. Kobler 12-13-10
Timothy J. Kobler Date

Michelle L. Strugala 12-13-10
Michelle L. Strugala Date

Robert R. Schaller 12-13-10
Robert R. Schaller Date

For the Village of Willowbrook:

Robert A. Napoli 12-20-11
Robert A. Napoli Date
Village President

Leroy Hansen 12-20-10
Leroy Hansen Date
Village Clerk

Officer Acknowledgement: Having read this Memorandum and its attachment, I understand and agree with the special terms applicable to a Canine Officer.

[Signature] 12-22-10
Canine Officer Date

Dues Authorization Form
ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCKTOWER DRIVE
SPRINGFIELD, ILLINOIS 62704

I, _____, hereby authorize my employer, _____, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. (In addition, I authorize my Employer to deduct from wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of its certification as exclusive bargaining representative to the date this dues deduction is implemented, in such manner as it so directs.)

Date: _____

Signed: _____

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704

(217) 698-9433

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