

RESOLUTION NO. 13-R- 47

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE ILLINOIS FRATERNAL ORDER OF POLICE (IFOP) LABOR COUNCIL AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE SAID AGREEMENT

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BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Village hereby approves an Agreement between the Village of Willowbrook and the Illinois Fraternal Order of Police (IFOP) Labor Council, effective May 1, 2013 through April 30, 2016, and that the Mayor and Village Clerk are hereby authorized to sign the Agreement attached hereto and incorporated herein as Exhibit "A" and any other ancillary documents

ADOPTED and APPROVED this 26<sup>th</sup> day of August, 2013.



APPROVED:

John A. Triller  
Mayor

ATTEST:

Leroy Hansen  
Village Clerk

ROLL CALL VOTE:

AYES: BAKER, Berglund, Davi, Mistele, Ogerino

NAYS: Kelly

ABSTENTIONS: Ø

ABSENT: Ø

# **ILLINOIS FOP LABOR COUNCIL**

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**and**

## **VILLAGE OF WILLOWBROOK**

**Sergeants & Police Officers**

**May 1, 2013 – April 30, 2016**

**Springfield - Phone: 217-698-9433 / Fax: 217-698-9487**  
**Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058**  
**Web Address: [www.fop.org](http://www.fop.org)**  
**24-hour Critical Incident Hot Line: 877-IFOP911**



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## **PREAMBLE**

This Collective Bargaining Labor Agreement is entered into by and between the VILLAGE OF WILLOWBROOK, hereinafter also referred to as the "EMPLOYER" or "VILLAGE," and ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL, hereinafter also referred to as the "UNION" or "LABOR COUNCIL."

## **ARTICLE 1 RECOGNITION**

### **Section 1.1 Representative Unit**

Pursuant to ILRB Case No. S-UC-(S)-13-001 the Employer recognizes the Union as the sole and exclusive representative for all sworn police officers employed by the Village of Willowbrook in the ranks or titles: Patrol Officer, Sergeant.

Excluded: Chief of Police, Deputy Chief and all supervisory, managerial and confidential employees. For purposes of this contract, the term "Officer", "Police Officer" or "Covered Member" or such similar reference shall apply to the position of "Sergeant", unless denoted otherwise.

### **Section 1.2 Dues Check-Off**

With respect to any covered member from whom the Employer receives individual written authorization, signed by the covered member, in a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the covered members 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 Labor Agreement, covered members who are not members of the Labor Council shall, commencing thirty (30) days after the effective date of this Labor Agreement, pay a fair share fee to the Labor Council for collective bargaining and contract administration services tendered by the Labor Council as the exclusive representative of the covered members covered by this Labor Agreement. Such fair share fee shall be deducted by the Village from the earnings of non-members and remitted to the Labor Council each month. The Labor Council shall annually submit to the Village a list of the covered members covered by this Labor Agreement who are not members of the Labor Council and an affidavit which specified the amount of the fair share fee, which shall be determined in accordance with the applicable law.

## **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. This Article shall not apply to Sergeants.

### **ARTICLE 3 MANAGEMENT RIGHTS**

Except as specifically limited by the express provisions of this Labor 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 covered members of the Police Department, including the right to assign work and overtime;
5. To hire, examine, classify, select, promote, train, transfer, assign and schedule covered members;
6. To increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve covered members 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 covered members 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 Labor 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 Labor Agreement.

## **ARTICLE 4 ENTIRE AGREEMENT**

This Labor Agreement constitutes the complete and entire Labor 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 Labor Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Labor 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 3. 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 Labor Agreement.

## **ARTICLE 5 NO STRIKE**

### **Section 5.1 No Strike**

Neither the Labor Council nor any covered member, 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 Patrol Officer, Sergeant or steward of the Labor 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 Labor Council agrees to inform its members of their obligations under this Labor 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 covered members 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 covered members 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 Discipline of Strikers**

Any covered member 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 covered member 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 Labor Council shall have the right to grieve whether the covered member 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 covered members are assigned.

### **Section 6.3 Hours of Work**

Except as provided elsewhere in this Agreement, covered member'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 covered member, 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 covered member'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/Patrol Officers**

The Chief of Police or designee(s) shall have the right to require overtime work, and full-time Patrol Officers may not refuse overtime assignments. In non-emergency situations, the Chief of Police or 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 full-time Patrol Officers may be selected for special assignments based on specific skills, ability and experience they may possess.

**Scheduled Overtime** Posted overtime assignments for full-time Patrol Officers shall be filled by rotating seniority based on the seniority list posted in the patrol room. Patrol Officers shall make one (1) selection from the posted overtime when the pin is on their name. Full-time Patrol Officers 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 Patrol Officer will be ordered to fill the vacancy.

**Un-Scheduled Overtime** Vacancies created shall be offered to full-time Patrol Officers on duty by seniority. If the vacancy is not filled by a full-time Patrol Officer on duty, such shall be offered to off duty full-time Patrol Officers by seniority, to the most senior first, then in descending order. If the vacancy stills remains unfilled, other covered members in the rank of Sergeant will be provided the opportunity for the overtime as described in Section 6.11. If the vacancy stills remains unfilled, other covered members will be provided the opportunity for the overtime. If the vacancy is not filled after all covered members as denoted above have been offered the opportunity, the vacancy shall be filled by the least senior full-time covered member in the rank of Patrol Officer on duty for the shift needing to be filled. Until two (2) or more Sergeants are staffed by the Village, Sergeants will be treated as Patrol Officers, for purposes of filling overtime assignments, as described in this Section 6.5.

#### **Overtime Details**

All overtime details (excluding shift overtime) shall be made available to all bargaining unit members. Bargaining unit members shall make selections based on the pick/pass process in accordance with the scheduled overtime procedure.

#### **Section 6.6 Officer-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**

Covered members 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**

Covered members 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 or designee.

#### **Section 6.10 Field Training Officer**

A covered member assigned as a Field Training Officer (FTO) shall receive additional compensation in the amount of one (1) hour at the covered member's overtime rate for each shift of service as an FTO.

### **Section 6.11 Required Over-Time/Sergeants**

The Chief of Police or designee(s) shall have the right to require overtime work, and Sergeants may not refuse overtime assignments. In non-emergency situations, the Chief of Police or 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 Sergeants may be selected for special assignments based on specific skills, ability and experience they may possess.

**Scheduled Overtime** Posted overtime assignments for Sergeants shall be filled by rotating seniority based on the seniority list posted in the patrol room. Sergeants shall make one (1) selection from the posted overtime when the pin is on their name. Sergeants 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 Sergeants will be ordered to fill the vacancy.

**Un-Scheduled Overtime** Vacancies created shall be offered to Sergeants on duty by seniority. If the vacancy is not filled by a Sergeant on duty, such shall be offered to off-duty Sergeants by seniority, by the most senior first, then in descending order. If the vacancy stills remains unfilled, other full time Covered Members in the rank of Patrol Officer on duty will be afforded the opportunity to fill the vacancy, by seniority. If the vacancy is not filled by a Full Time Covered Patrol Officer on-duty, off-duty full time Covered Patrol Officers by seniority, to the most senior first, then in descending order, will be provided the opportunity for the overtime. If the vacancy is not filled after all Covered Members, as denoted above, have been offered the opportunity, the vacancy shall be filled by the least senior Sergeant on duty for the shift needing to be filled. Until two (2) or more Sergeants positions are staffed by the Village, Sergeants will be treated as Patrol Officers, for purposes of filling overtime assignments, as described in Section 6.5 of this Agreement. Whenever two (2) or more Sergeants positions are staffed by the Village, overtime assignments for shift work and details (scheduled and unscheduled) for a Sergeant's position shall be first offered to Sergeants, in accordance with the procedures described in Section 6.11.

## **ARTICLE 7 FURLOUGHS**

### **Section 7.1 Furloughs**

The following are designated holidays for purposes of this Article:

New Year's Day  
Martin Luther King Day  
Good Friday  
Memorial Day  
Fourth of July  
Labor Day

Thanksgiving  
Day After Thanksgiving  
Christmas Eve  
Christmas Day  
New Year's Eve

Covered members shall receive eleven (11) days of paid furlough within each anniversary year in lieu of holidays. Covered members shall request a furlough and approval shall be given by the Chief of Police or designee with regard due to scheduling considerations, but approval of the use of furlough days shall not be unreasonably denied. At the separation of any covered member from Village employment, the Employer shall pay to such covered member an additional compensation equal to the accrued and prorated pay rate of furlough for the current anniversary year. Covered members will be paid extra pay, at their regular rate, for the hours they work on holidays.

#### **Section 7.2 General Leaves of Absence**

Covered members 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 Labor 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 members 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 members 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**

Covered members 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. A covered member who sustains injuries and/or contracts a contagious disease in the line of duty which renders the covered member unable to perform their 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**

Covered members 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 covered member 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 covered member accidental death and dismemberment insurance in the same amount at the Employer's expense. The Employer shall allow covered members collectively to purchase at the covered member'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 covered member comprehensive medical insurance policy including major medical insurance at the Employer's expense. The Employer shall provide for each covered member dental insurance policy at the Employer's expense. At the request of any covered member, the Employer shall provide a dental insurance policy and a comprehensive medical insurance policy including major medical coverage as provided to covered members to any eligible dependent of the covered member. The Employer's contribution toward the cost of the premium for dependent coverage will be eighty percent (80%). The Village will pay one-hundred percent (100%) of the premium for employee coverage under the HMO plan and eighty percent (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. Covered members 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 covered member shall be eligible to make application for conversion of benefits at their expense consistent with applicable laws. The Employer agrees to make its best effort to help secure such conversion benefits if requested by the covered member. Any covered member 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 the covered member's expense; or
- C. Conversion privileges at Employer's expense; or
- D. Conversion privileges at the covered member expense.

#### **Section 8.4 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. A Covered member disputing the decision of the Village Administrator may appeal the decision per Article 16 Grievance Procedure.

#### **Section 8.5 Death of an Officer**

In the event that a covered member dies while employed by the Village, the dependents of the covered member 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 covered member.

#### **Section 8.6 Health Insurance Buy-Back Program**

Any covered member who does not want to be covered by a Village health insurance plan may decline the coverage. This includes an covered member declining family coverage, single coverage or declining dependent coverage and keeping single coverage (such covered member 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. A covered member 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). Covered members 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. Covered member's wishing to take advantage of this policy acknowledge that neither the Village nor the Union is liable for any losses sustained by an covered member electing to waive their 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 covered member 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 covered member.

## **ARTICLE 9 VACATIONS**

### **Section 9.1 Vacation Leave**

All covered members are eligible for vacation with pay as follows:

- A. Covered members are entitled to ten (10) working days vacation per year upon the completion of twelve (12) months of service.
- B. Covered members are entitled to fifteen (15) working days vacation per year upon the completion of sixty (60) months of service.
- C. Covered members are entitled to twenty (20) working days vacation per year upon the completion of one hundred and twenty (120) months of service.
- D. Covered members 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 covered member shall take their vacation and the length of the vacation shall be determined by the Chief of Police with due regard to the wishes of the covered member 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 covered members. 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, a covered member shall be eligible for accrued, prorated vacation leave.

### **Section 9.8 Officers on Special Leave**

Covered members on special leave shall be subject to the following:

- A. Covered members on disability, military or sick leave for less than thirty (30) days shall earn vacation at the normal rate discussed above.

- B. Covered members on special leave without pay shall not earn vacations for the period of the leave.
- C. Covered members 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**

Covered members may be granted bereavement leave of absence with pay in cases of death of a member of the covered member'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**

Covered members 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, covered members may be granted time off in cases of a medical emergency involving other members of the Covered member's immediate family, as defined in Section 10.1, provided such person actually resides in the covered member's home. A "medical emergency" is an acute medical situation warranting the covered member'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**

Covered members 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 covered member is unable to perform his or her assigned duties.
- B. The covered member requesting sick leave or disability leave is subject to a demand of their supervisor or the Police Pension Board when applicable to present themselves to the Village Physician for examination as permitted by law.
- C. The employment status of any covered member 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 covered member 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 covered members ever being capable of resuming their duties.
- D. Covered members who have been deemed to have abused this policy shall be subject to disciplinary actions.



- E. All covered members 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 covered member either elect not to make such application, or be denied participation in the Police Pension Board, such covered member shall only be entitled to benefits under (F) and (H) below.
- F. All covered members 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 covered member shall earn one (1) sick day for each completed month of employment.
  3. A covered member shall accumulate no more than one hundred forty-four (144) such sick days. Once a covered member has accumulated said one hundred forty-four (144) days, the covered member shall not be eligible for any additional accumulation.
  4. At the separation of any covered member from the Village, the Employer shall pay to such covered member, as additional compensation, a sum of money which shall equal the covered member current rate of pay times fifty percent (50%) of the number of accumulated sick days not to exceed one hundred twenty (120) days. Any covered member terminated or discharged subsequent to disciplinary action shall not be eligible for this paid additional compensation.
  5. Approval of payroll for covered members on sick leave shall be the responsibility of the Chief of Police or designee. Proof of eligibility for covered members requesting sick leave shall be at the discretion of the Chief of Police or designee. 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 covered member, with the exception of sick time use for family.

Maternity leave benefits shall be 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 a covered members immediate family does not warrant the granting of an emergency leave, a covered member 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 a covered members immediate family is defined as a family member living in the covered members home and a parent, parent-in-law, son, daughter, son-in-law, and daughter-in-law (including step parents and children) of a covered member not living in the covered member 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 covered member's or a member of their immediate family, as described above.
- I. Covered members 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, covered members 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 covered member who did not use a sick day in the prior year (May 1 through April 30) shall be provided with three (3) personal days which must be used during the next twelve (12) months (May 1 through April 30) and must be scheduled in advance with approval of the Chief of Police or designee.

### **ARTICLE 11 TRAINING AND ADVANCEMENT OF EDUCATION – REIMBURSEMENT**

#### **Section 11.1 Education Reimbursement**

The Employer agrees to continue to reimburse covered members for job-related training programs and job-related formal education. Annual reimbursement will be one-hundred percent (100%) up to a limit of two thousand two hundred-fifty dollars (\$2,250) per covered member. Reimbursement will be made upon submission of proof of successful completion of the program or course with a grade of "C" or better. Covered members 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**

Covered members 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. Covered members shall be compensated at the covered member'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. Covered members attending training, which is not required by the Department, but at the request of the covered member, 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 covered members responsibility. When a covered member is required to attend training which lasts three (3) or more days, covered member may submit for lunch meal expenses on the required form, not to exceed the state allowance. If a covered member is required to stay overnight, covered member 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 covered members 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 a covered member is attending the academy, the covered member's payroll check, with written authorization, can be mailed to a location specified by the covered member.

## **ARTICLE 12 UNIFORM/CLOTHING ALLOWANCE**

### **Section 12.1 Initial Uniform Issue**

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

### **Section 12.2 Uniform Allowance**

Covered members 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 seven hundred fifty dollars (\$750) 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 or designee. If the Village adopts a new uniform or equipment item that costs twenty-five dollars (\$25) or more, the Village will reimburse the covered member 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 members, 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 covered members 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 covered members 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 covered members will receive a minimum of three (3) hours of overtime pay for court.
- B. If a covered member is on call-in status they must contact the Department within the prescribed time; (11:00am-12:00pm) the covered member will receive payment for one (1) hour of overtime.
- C. This policy does not require a covered member to remain at home while on call-in status. The covered member may contact this department from any location as long as the covered member can appear in court at the required time.

- D. If a covered member calls in and is required to appear, the covered member receives their one (1) hour of overtime for the call-in and an extra minimum of three (3) hours for their 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 Labor Agreement when covered members report for the court appearance from the Village Hall.

Should a covered member choose to report for the court appearance from a location other than the Village Hall, he will not be paid travel time and the covered member's overtime will commence upon their 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 covered members in accordance with this Article will meet specifications developed by the Employer and shall be the property of the Employer. All covered members 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 a covered member's length of full-time continuous service as a Police Officer in the Willowbrook Police Department.
- B. In the event that two (2) or more covered members have the same seniority date, seniority shall be determined by the covered member's 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 Patrol Officers shall have no seniority rights. If a covered member satisfactorily completes the probationary period, their seniority shall be the date of original employment.

##### **Section 15.2 Loss of Seniority**

A covered member's seniority will terminate in the following circumstances:

- A. The covered member resigns, quits or retires;
- B. The covered member is discharged or permanently removed from the payroll, and the separation is not reversed;

- C. The covered member does not return to work at the expiration of a leave of absence, provided that if the covered member shows that such failure to return was beyond their control, and covered member made a reasonable effort to communicate the circumstances to the Village promptly, the covered member's seniority will not terminate if the covered member returns to work or obtains authorization for the absence from the Chief or designee at the earliest possible time, not to exceed two (2) consecutive scheduled work days after the leave of absence expired;
- D. The covered member is absent for three (3) consecutive scheduled work days without authorization, provided that if the covered member shows that such absence was beyond their control, and the covered member made a reasonable effort to communicate the circumstances to the Village promptly, the covered member's seniority will not terminate if the covered member returns to work or obtains authorization for the absence from the Chief or designee at the earliest possible time, not to exceed five (5) consecutive scheduled work days after the commencement of the absence; or
- E. The covered member 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 covered members in the bargaining unit, it will lay off covered members in the order of inverse seniority in accordance with the provisions set forth in the Illinois Compiled Statutes. Affected covered members 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 covered members will have recall rights for a period of two (2) years.

### **Section 15.5 Right of Recall**

Any covered member 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 covered member is fully qualified to perform the work to which they are recalled without further training.

### **Section 15.6 Notice of Recall**

Covered members who are eligible for recall shall be given ten (10) calendar days' notice of recall, which shall be sent to the covered member by certified or registered mail, return receipt requested, with a copy to the Union, provided that the covered member must notify the Chief of Police or designee of the covered members 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 covered member, it being the obligation and responsibility of the covered member to provide the Chief of Police or designee with his latest mailing address. If an covered member fails to timely respond to a recall notice by return mail or in person, the covered members' name shall be removed from the recall list.

### **Section 15.7 Seniority List**

As soon as practicable after signing of this Labor Agreement, the Employer will furnish the Union a list showing the name, address, job title and last hiring date of each covered member in the bargaining unit, and whether the covered member is entitled to seniority or not. The Employer shall post a similar list without covered members' addresses. Within thirty (30) calendar days after the date of posting, an covered member must notify the Employer of any alleged errors in the list or it will be considered binding on the covered member 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 covered member must again notify the Employer of any alleged errors or the information in the list shall be considered binding on the covered member and the Union.

## **ARTICLE 16 GRIEVANCE PROCEDURE**

### **Section 16.1 Definition**

A grievance is defined as a claim by a covered member 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 covered member, 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 covered member 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 covered member 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 covered member 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 covered member'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 covered member 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/Labor Council and provide a written answer to the grievant and Labor Council.
- Step 2:** If the grievance is not settled at Step 1 and the grievant or the Labor Council desires to appeal, it shall be referred by the Labor Council 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/Labor Council and, if no agreement is reached, provide a written answer to the grievant/Labor Council.
- 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 Labor Agreement 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 Labor Council representative. The Village Administrator shall provide their written response to the grievant and the Labor Council 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 Labor Council wishes to appeal the grievance, the Labor Council 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. Only the Labor Council can move a grievance to arbitration.
- 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 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 Labor 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 Labor 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 covered members covered by this Labor Agreement.

## **ARTICLE 17 UNION REPRESENTATIVES**

### **Section 17.1 Union Representatives**

The Employer recognizes the right of the covered members in good standing to select Lodge representatives, and the Labor Council agrees to furnish the Employer with the names of said Lodge representatives selected by the covered members in good standing. The Labor Council representatives shall be deemed as the Union's official spokesperson. Lodge representatives are not permitted to conduct Union business during work hours without the permission of the Chief of Police or designee.

### **Section 17.2 Union Business**

Duly authorized Labor Council 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 covered members are working. The Labor Council 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 Labor Council 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 reasons of race, color, religion, national origin, political or Union activity, age, sex marital status or handicap. Grievance 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 notice 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 covered members 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 Labor 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**

Covered members 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 covered member'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 covered member's use of any Village equipment, facilities, or resources without the Chief's written consent.
- E. That said secondary employment shall not interfere with a covered member's ability to respond to emergency calls.
- F. A covered member shall be allowed to engage in security related employment when said employment is located geographically outside the Village limits. In addition, the covered member 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 Labor Agreement shall become effective when ratified by the Village Board and the Labor 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 a covered member's family (family to include all immediate members and those living in the covered member's home prior to the covered members' exposure) when such becomes necessary as a result of said covered members exposure to contagious diseases where said covered member has been exposed to said disease in the line of duty. The covered member 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 covered members' 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 covered member 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 covered members 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 a covered member 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 covered members 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 covered member's immediate Supervisor.

Before a light duty assignment will be considered, a covered member must submit a Light Duty Statement form to their Supervisor which has been completed and signed by the covered member'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 covered member's restrictions. The Village reserves the right to require a covered member 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 covered member 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**

A covered member working in a light duty capacity will continue to earn the hourly wages the covered member earned before going on light duty. Covered members on light duty are not eligible for overtime work unless requested by the applicable Supervisor and consistent with the light duty restrictions. A covered member 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 a covered member engages in other work or employment during the light duty assignment period, the covered member will be deemed to have voluntarily terminated their employment, unless such has been previously approved.

#### **Section 18.12 Requirement for Response to Complaint**

No covered member will be required to submit a written or verbal response to any complaint against a covered member by persons in or outside the Willowbrook Police Department, unless said persons cause that the complaint be reduced to writing to include any accusations against the covered member and will include the identity of the complaining party or parties, except for EEOC and Ethics charges. Prior to any report having to be written by a covered member, the covered member will be furnished with a copy of the said complaint and/or relevant data. In any meeting called by Command or supervisory or other Village personnel, in which the covered member reasonably believes that discipline may result from the meeting, the covered member may request Labor Council representation and such request will not unreasonably delay the meeting. No anonymous complaint shall be used for disciplinary or other actions affecting the covered member, unless it is fully substantiated. An unsubstantiated anonymous complaint shall not be included in a covered members personnel or departmental file, but shall be retained by the Village for use only in any subsequent litigation, an EEOC or Illinois Department of Human Rights proceeding, or an ethics charge.

#### **Section 18.13 Wellness Program**

Each covered member shall be required to participate in the Village of Willowbrook's annual wellness program offered through the Intergovernmental Personnel Benefit Cooperative (IPBC) and be compensated at the appropriate members' hourly rate of pay offered through the Intergovernmental Personal Benefits Cooperative (IPBC), provided that, the blood screening test be conducted by a trained and certified medical professional. The individual results of such test will remain confidential and results will be provided to the covered member only and not to the Employer or agents of the Employer or any third party.

It is understood that an overall summary of testing results will be received by the Village administration, but this report will not contain identities of individual employees. Any results of such test cannot be used or processed for any evaluation purposes or disciplinary action of any kind.

#### **Section 18.14 Personal Information**

No covered member shall be required or requested to disclose any item of his personal property, income, assets, source of income, home addresses, individual photographs, personal information, debts, or personal or domestic expenditures (including those of any member of their family or household) unless such information is necessary per a lawful subpoena.

#### **Section 18.15 Surveillance Equipment**

The Employer agrees that any in car surveillance equipment, including AVL systems will only be used for covered members' safety and will not be utilized by the Department for disciplinary actions or covered members' evaluations. Mobile video devices shall only be used when transporting non-law enforcement personnel.

### **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 covered members covered by this Labor 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 Labor Agreement and as expressed in this Labor 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 covered member's 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 Labor Agreement. The parties agree the affected covered member 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 covered members' personnel file and a copy given to the covered member.

#### **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 a covered member during a formal investigation of the covered member'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 covered member's record but which may not in themselves result in removal, discharge or suspension in excess of three (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 a covered member to have Labor Council representation during an investigatory interview.

#### **Section 19.4 Review of Personnel Records**

The Employer will accord covered members 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 covered member covered by this Labor Agreement shall be suspended, relieved from duty, disciplined in any manner, or separated without just cause.

#### **Section 19.6 Exonerated/Removed Materials**

Any information of an adverse employment nature which may be contained in any unfounded, exonerated or otherwise not sustained file shall not be used against the covered member in any proceedings, and such materials shall be permanently removed from the employee's personnel and department records and be retained by the Village for use only in any subsequent litigation, an EEOC or Illinois Department of Human Rights proceeding, or an ethics charge. The Village agrees to maintain covered members' personnel files and documents and respond to requests to inspect and copy such files and documents in accordance with the requirements of the Illinois Personnel Record Review Act, 820 ILCS §40/0.01 et. seq., or as amended. A copy of any disciplinary action or material related to a covered member's performance which is placed in the personnel or Departmental file shall be copied to the covered member within three (3) calendar days of being placed into the personnel or department file. At the covered members request, a rebuttal may be offered to any item placed in the covered members personnel or Departmental file or any other file maintained by the Employer subject to the conditions of the Personnel Record Review Act and subsequent revisions. Disciplinary records, including written reprimands, but not including suspension, will be removed from a covered members file after one (1) year if no further violations of a similar nature have occurred and such will not be used in future disciplinary action involving the covered member.

### **ARTICLE 20 NO SOLICITATION**

The Illinois Fraternal Order of Police Labor Council and the Willowbrook Bargaining Unit agree that their covered members, 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. Covered members 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: Covered members 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 a covered member 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 a covered member is assigned to a departmental drug enforcement group or where a covered member 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 Substance Abuse Management Safety & Health Administration (S.A.M.H.S.A.) 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) calendar 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 Labor 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 covered members; 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 Labor Agreement be carried on at such meetings.

### **Section 22.3 Attendance**

Attendance at labor-management meetings shall be voluntary on the covered member'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 covered member shall be paid in accordance with the following schedule. Each May 1, covered members' 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 | Sergeant (*) |
|-------|-----------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------------|
|       |                 |        |        |        |        |        |        |        |        |        |        |              |
| 2.50% | 5/1/2012        | 57,397 | 57,397 | 60,569 | 63,741 | 66,913 | 70,085 | 73,257 | 76,429 | 79,601 | 82,773 | 93,534       |
|       | 5/1/2013        | 58,832 | 58,832 | 62,084 | 65,335 | 68,586 | 71,837 | 75,089 | 78,340 | 81,591 | 84,842 | 95,872       |
| 2.50% | 5/1/2014        | 60,303 | 60,303 | 63,636 | 66,968 | 70,301 | 73,633 | 76,966 | 80,298 | 83,631 | 86,963 | 98,269       |
| 2.75% | 5/1/2015        | 61,961 | 61,961 | 65,386 | 68,810 | 72,234 | 75,658 | 79,082 | 82,506 | 85,931 | 89,355 | 100,971      |

\* Note: Effective May 1, 2011 and continuing the salary amount for the covered position of Sergeant shall be increased not less than the same % amount as the % amount agreed upon by the parties for any future wage increase(s) for the Patrol Officer position.

### **Section 23.2 Initial Step Placement**

Initial placement on the schedule and the May 1, 2013 salary for each Police Officer and Sergeant who was a member of the bargaining unit on the effective date hereof are set forth in Exhibit A. establishing retroactivity to all hours worked and benefits paid from that date.

### **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 covered member.

### **Section 23.4 Longevity**

Effective May 1, 2002, and each year of this Labor Agreement thereafter, the Village shall pay each covered member 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, 2013 and shall remain in full force and effect until 11:59 p.m. on the 30<sup>th</sup> day of April, 2016. 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 Labor Agreement that it desires to modify or terminate this Labor 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 Labor 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, 2016.



SIGNED AND ENTERED into this 26<sup>th</sup> day of AUGUST, 2013.

FOR: ILLINOIS FRATERNAL ORDER  
OF POLICE LABOR COUNCIL

Kevin S. Krug 08-23-13  
Kevin S. Krug Date

Timothy J. Kobler 08-23-13  
Timothy J. Kobler Date

Robert R. Schaller 08-23-13  
Robert R. Schaller Date

Arthur P. Svehla 08-23-13  
Arthur Svehla Date

FOR: VILLAGE OF WILLOWBROOK

Frank A. Trilla 8/27/13  
Frank A. Trilla Date  
Mayor

Leroy Hansen 8-26-13  
Leroy Hansen Date  
Village Clerk

VILLAGE SEAL:



**EXHIBIT A**

**VILLAGE OF WILLOWBROOK COVERED MEMBERS AND SALARIES AS OF  
MAY 1, 2013**

| <b><u>NAME</u></b>  | <b><u>INITIAL STEP</u></b> | <b><u>SALARIES 05-01-13</u></b> |
|---------------------|----------------------------|---------------------------------|
| Pelliccioni, Andrew | 9                          | 84,842                          |
| Long, Mark          | 9                          | 84,842                          |
| Svehla, Arthur      | Sergeant                   | Sergeant                        |
| Gaddis, Dave        | 9                          | 84,842                          |
| Kolodziej, Ted      | 9                          | 84,842                          |
| Eisenbeis, Scott    | 9                          | 84,842                          |
| Skiba, John         | 9                          | 84,842                          |
| Handzik, John       | 9                          | 84,842                          |
| Polfliet, Dan       | 9                          | 84,842                          |
| Kobler, Tim         | 9                          | 84,842                          |
| Schaller, Bob       | 9                          | 84,842                          |
| Drake, Chris        | 9                          | 84,842                          |
| Chavez, Jose        | 9                          | 84,842                          |
| Biggs, Darren       | 9                          | 84,842                          |
| Strugala, Michelle  | 9                          | 84,842                          |
| Kaspar, Lauren      | 7                          | 78,340                          |
| Volek, Nickolas     | 6                          | 75,089                          |
| Trainor, Dylan      | 2                          | 62,084                          |

**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 covered member 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 covered member to the number of citations or warnings issued by another covered member. 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                                                                                                                                                                                                                                                                     | <input type="checkbox"/> MEETS EXPECTATIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input type="checkbox"/> 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.                                            | <p>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.</p> <p>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.</p> | <p>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.</p> <p>Officer becomes verbally and/or non-verbally defensive; is reluctant to request / seek clarification / assistance necessary for corrective action.</p>                                                                                                                                                                                                                                                                                                                                                                                                   |
| 2. Jurisdictional Geography and Orientation                                                                                                                                                                                                                                                        | <input type="checkbox"/> MEETS EXPECTATIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input type="checkbox"/> 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.                                                                                                        | <p>Officer consistently responds to locations and destinations by most direct route.</p> <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                  | <p>Officer is unable to execute and articulate current street location.</p> <p>Officer is unable to demonstrate multitasking capability to execute safe operation of the patrol vehicle.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 3. Motor Vehicle Operation and Use of Emergency Equipment                                                                                                                                                                                                                                          | <input type="checkbox"/> MEETS EXPECTATIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input type="checkbox"/> 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                                                                                                                                                                                                                                                          | <input type="checkbox"/> MEETS EXPECTATIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input type="checkbox"/> 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, speak too fast and/or too slowly, and take 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. |

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

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

**EXCEEDS EXPECTATIONS (Comments)**

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



**DOES NOT MEET EXPECTATIONS (Comments)**

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



### **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:** \_\_\_\_\_

## **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 Date  
FOP Field Supervisor

Timothy J. Kobler 08-23-13  
Date

Robert R. Schaller 08-23-13  
Date

Arthur Svehla 08-23-13  
Date

For the Village of Willowbrook:

Frank A. Trilla 8/27/13  
Date  
Mayor

Leroy Hansen 8-26-13  
Date  
Village Clerk

Village Seal:



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

[Signature] 8-23-13  
Date  
Canine Officer

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

I, \_\_\_\_\_, hereby authorize my Employer, Village of Willowbrook, 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.



**GRIEVANCE**  
(use additional sheets where necessary)

Date Filed: \_\_\_\_\_  
Department: \_\_\_\_\_

Grievant's Name: \_\_\_\_\_  
Last First M.I.

**STEP ONE**

Date of Incident or Date Knew of Facts Giving Rise to Grievance: \_\_\_\_\_

Article(s)/Sections(s) violated: \_\_\_\_\_, and all applicable Articles.

Briefly state the facts: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Remedy Sought: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ in part and in whole, make grievant whole.

Given To: \_\_\_\_\_ Date: \_\_\_\_\_

Grievant's Signature

FOP Representative Signature

**EMPLOYER'S RESPONSE**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employer Representative Signature

Position

Person to Whom Response Given

Date

**STEP TWO**

Reasons for Advancing Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Given To: \_\_\_\_\_ Date: \_\_\_\_\_

Grievant's Signature

FOP Representative Signature

**EMPLOYER'S RESPONSE**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employer Representative Signature

Position

Person to Whom Response Given

Date

### STEP THREE

Reasons for Advancing Grievance: \_\_\_\_\_

Given To: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

### EMPLOYER'S RESPONSE

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

### STEP FOUR - REFERRAL TO ARBITRATION by Illinois FOP Labor Council

\_\_\_\_\_  
Person to Whom Referral Given

\_\_\_\_\_  
Date

\_\_\_\_\_  
FOP Labor Council Representative

