

**AGREEMENT**

**between**

**VILLAGE OF CARPENTERSVILLE**

**and**

**METROPOLITAN ALLIANCE OF POLICE  
CHAPTER #378  
PATROL OFFICERS**

**May 1, 2010 – April 30, 2013**

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## **PREAMBLE**

THIS AGREEMENT is entered into by and between the VILLAGE OF CARPENTERSVILLE, hereinafter called the "Village" and the METROPOLITAN ALLIANCE OF POLICE, CHAPTER #378, hereinafter called the "Union". The Village recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing rates of pay and other matters specifically mentioned herein for patrolmen.

## **ARTICLE I**

### **MANAGEMENT RIGHTS**

Section 1. The Village shall retain the sole right and authority to operate and direct the affairs of the Village, including the Police Department, in all its various aspects, including but not limited to all rights and authority exercised by the Village prior to the execution of this Agreement, except as modified in this Agreement. Among the rights retained are the Village's right to determine its mission and set standards of service offered to the public; to take any and all actions as may be necessary to carry out the mission of the Village and the Police Department in the event of civil emergency as may be declared by the Village President, Police Chief or their authorized designees, as ratified by the Village Board within fourteen (14) days of the declaration, which may include, but not be limited to, riots, civil disorders, tornado conditions, floods or other non-financial catastrophes; to direct or reassign the working force or any individual therein; to plan, direct, control, and determine the operations or service to be conducted in or at the Police Department or by the employees of the Village; to meet and confer with employees directly, either individually or collectively; to schedule, assign and

transfer employees; to hire, promote, demote, suspend, discipline or discharge for cause; or relieve employees due to lack of work, shortage of budgeted funds, or for other legitimate reasons, to make and enforce rules and regulations, provided any of the above rights shall not conflict with any of the provisions of this Agreement.

Section 2. The Village retains its right to take any action mandated by State law and nothing in this Agreement shall prohibit such action. The Village further retains its right to perform its management responsibilities and to take any action necessary to carry out those responsibilities except where prohibited by this Agreement.

## **ARTICLE II**

### **RECOGNITION**

The Village recognizes the Union as the sole and exclusive bargaining agent for the full time, sworn officers of the Village Police Department with the rank of Patrolman for the purpose of establishing hours, wages, and certain other conditions of employment.

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## **ARTICLE III**

### **CHECKOFF**

Section 3.1. Dues Checkoff. The Village agrees to deduct the Union membership dues monthly from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Union and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Union by the 10th of the

succeeding month after such deductions are made. This authorization is revocable during the term of this Agreement.

The actual dues amount deducted, as determined by the Union, shall be uniform in nature for each employee in order to ease the Village's burden in administering this provision. The Union may change the fixed uniform dollar amount which will be considered the regular monthly fees once each year during the life of this Agreement. The Union will give the Village thirty (30) days' notice of any such change in the amount of uniform dues to be deducted.

If the employee has no earnings due for any period, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision.

Section 3.2. Authorization for Payroll Deduction.

By \_\_\_\_\_  
Last Name First Name Middle Name

To \_\_\_\_\_

Effective \_\_\_\_\_  
Date

I hereby request and authorize you to deduct from my earnings monthly an amount established by the Union as monthly dues. The amount deducted shall be paid to the Union. This authorization is revocable during the term of this Agreement.

\_\_\_\_\_  
Signature

Section 3.3. Union Indemnification. The Union shall indemnify, defend and

save the Village harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the Village in complying with the provisions of this Article, provided that there shall be no indemnification if the Village initiates the cause of action. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

Section 3.4. Fair Share. During the term of this Agreement, police officers who are covered by this Agreement but who are not members of this Chapter shall, commencing thirty days (30) after the effective date of this Agreement, pay fair share fee to the Chapter for collective bargaining and contract administration services tendered by the Chapter as exclusive representative of the officers covered by this Agreement. Such fair share shall be deducted by the Village from the earnings of non-members and remitted to the Chapter each month. The Chapter shall annually submit to the Village a list of officers covered by this Agreement who are not members of the Chapter and an affidavit specifying the amount of the fair share fee, which shall be determined in accordance with applicable law.

## **ARTICLE IV**

### **FRINGE BENEFITS**

Section 4.1. Sick Leave. Sick leave shall be granted to a patrolman contracting or incurring any illness or disability (other than on-the-job disability) which renders such patrolman unable to perform the duties of his employment or other work offered to the patrolman by the Chief. In addition, sick leave may be used for a serious illness or

injury to a member of the patrolman's family, which is defined for purposes of this Section as the patrolman's spouse, children (including adopted children), or step-children residing with the patrolman.

No sick leave shall be allowed where sickness is feigned, in the opinion of a medical doctor selected by the Village, where sickness is self-inflicted (other than accidental) or where sickness continues as a result of a patrolman's failure to fully cooperate with medical advice and/or corrective therapy.

A patrolman shall notify the on duty Officer in Charge of an illness, including a description of the illness and whether the illness affects the patrolman himself or a member of the patrolman's family as soon as possible, but not less than two hours prior to the time the officer is scheduled to work.

The Village may require medical evidence of an illness at any time. The Village may establish standards of performance to be used by the physician in determining fitness of patrolmen. The Village may require the patrolman to report to a physician selected by the Village to secure a medical certification of the illness or may require medical certification of illness from the patrolman's physician or the physician attending the sick family member, as defined above, with respect to whose illness sick leave is being taken. In any event, where the sick leave exceeds three (3) consecutive scheduled work days, the officer using sick leave must provide evidence upon his return that he, or a member of his family, as defined above, has been under a physician's care for the duration of the illness or injury. When required to provide medical certification from the Village's physician, such costs shall be paid by the Village.

During the time that he would otherwise be working, a patrolman who is sick is expected to confine his location and activities to those that are consistent with the nature of the patrolman's illness.

A patrolman who fails to meet the requirements of this Section, abuses the sick leave program, or files for sick leave under false pretenses shall not receive pay and may be subject to disciplinary action. Sick leave should not be considered a privilege; sick leave is a fringe benefit which shall be allowed in case of the actual sickness or disability of the employee or a member of his family, as defined above in this Section.

A patrolman who leaves the service of the Village shall forfeit all sick leave benefits, except as provided in this Section below in accordance with a Post-Retirement Medical Savings Plan. This provision shall not apply to a patrolman who is granted a one-year leave of absence, and returns to work within the one-year period.

Sick leave benefits shall be paid at the rate of eight (8) hours' pay for each full, regularly scheduled duty day of approved absence and at a prorated rate for partial days of absence.

Sick leave benefits shall be paid for absences due to pregnancy disability in the same manner as they are paid for other disabilities.

Patrolmen shall accumulate sick leave at the rate of eight (8) hours (or one regular work day) per month. However, except in the case of absence due to a long-term illness, no sick leave shall accrue for any month when a patrolman uses sick leave on a holiday. Unused sick leave hours will be carried over to the next fiscal year. Unused sick leave hours above a maximum of nine hundred sixty (960) hours will be contributed to a Post-Retirement Medical Savings Plan at the rate of fifty percent (50%)

of the dollar value of unused time above nine hundred sixty (960) hours. This is a mandatory non-elective contribution which will be made at the beginning of each fiscal year. The amount paid will be based upon the rate of pay at the time the sick leave hours were earned. For purposes of calculating this benefit, any sick leave hours used during a fiscal year will have been deemed to be the most recently earned hours.

The Village will pay all initial Post-Retirement Medical Savings Plan start-up fees or costs. All subsequent costs or fees for the Plan shall be paid by the employees participating in the plan. If agreement on the selection of the vendor to administer the Post-Retirement Medical Savings Plan is not reached by September 1, 2011, the Village may select the vendor.

In the event of a patrolman's death, all unused Post-Retirement Medical Savings Plan contributions shall be distributed to the Officer's beneficiaries or estate per current law or Internal Revenue Service rules or regulations governing such distributions.

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Section 4.2. Attendance Incentive. Patrolmen who do not lose time as a result of an illness, service connected disability or suspension for the period of May 1 to October 31 shall receive a reimbursement of \$250. An employee with perfect attendance for the period November 1 to April 30 shall receive \$250.

Section 4.3. Vacation. Based on completed years of continuous service, a full-time patrolman shall be entitled to annual vacation leave with pay as follows:

<u>Length of Service</u>	<u>Length of Leave</u>
1 <sup>st</sup> through 48 <sup>th</sup> month	2 weeks
49 <sup>th</sup> through 108 <sup>th</sup> month	3 weeks
109 <sup>th</sup> through 228 <sup>th</sup> month	4 weeks
229 <sup>th</sup> month and beyond	5 weeks

Vacations shall be scheduled according to seniority within the shift or detail to which the officer is assigned. A patrolman with greater seniority shall have priority over a patrolman with less seniority in scheduling his vacation, so long as the choice is exercised prior to March 1 of the vacation year. In the event that more than one patrolman requests the same day and permitting more than one patrolman to be off is not in the best interests of the Department, seniority normally shall prevail. However, if a senior patrolman voluntarily transfers onto a shift after March 1 of the vacation year, his vacation preference shall not automatically take precedence over those of junior patrolmen already on the shift; instead, he will be expected to work out any conflict in vacation dates with the other officer(s) involved in the conflict and advise the Chief or his designee of the resolution effected. In any event, all vacations are subject to approval by the Chief.

Allowances for vacation pay shall be in addition to any recognized holidays which may fall during a patrolman's vacation period.

A patrolman is not eligible to receive vacation time off or vacation pay during his first full year of service, although he may be advanced up to 40 hours of vacation after six (6) months of continuous service upon application to the Chief and with the approval

of the Village Manager. Vacation time earned one year must be taken during the following year unless written permission is obtained from the Department Head and the Village Manager to carry not to exceed one week of vacation time over the next succeeding year. Such requests must be submitted in writing prior to October 1 of that year.

When a patrolman leaves the service of the Village after a minimum of one year, he shall receive compensation for unused vacation time accumulated, provided he gives two weeks written notice to the Chief. A patrolman who is discharged after a minimum of one year of service shall receive compensation for unused vacation time accumulated.

Section 4.4. Emergency Leave. A maximum of five (5) days emergency leave with pay will be allowed a patrolman to attend the funeral of the patrolman's wife, husband or natural, step or adopted child. A maximum of three (3) days shall be permitted to attend the funeral of the patrolman's mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-parent, step-sibling, grandparent, or grandchild, or spouse's grandparent.

Section 4.5. Family and Medical Leave Act. The parties agree that the Village may adopt such policies as may be necessary or appropriate to implement the Family and Medical Leave Act of 1993 (the "FMLA"). No such policy shall be deemed to violate this Agreement if it is either mandated or legally permitted by the FMLA.

Section 4.6. Holidays. Following are holidays recognized by this Agreement:

New Year's Day (January 1)  
Memorial Day  
Independence Day (July 4)  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Day before Christmas (December 24)  
Christmas Day (December 25)

Where a date is specified above, that date shall be recognized as the holiday. All other holidays shall be deemed as falling on the day that Village Hall is closed in observance of the holiday.

As each of the above-listed holidays falls, each patrolman assigned to the patrol division will be credited with eight (8) hours of holiday pay at his regular straight-time hourly rate, regardless of whether that patrolman works the holiday. If a patrolman is assigned to a patrol division, shift is scheduled or assigned to work the holiday, and does work the holiday, he shall receive pay or compensatory time off, at his election, at one and one-half his regular straight-time hourly rate for all hours, up to eight (8) hours, worked on the holiday. If the patrolman works in excess of eight (8) hours on the holiday, he shall receive pay or compensatory time off, at his election, at double his regular straight-time hourly rate for hours worked in excess of eight (8) hours on the holiday.

A patrolman not regularly assigned to patrol duties (a "specialty assignment officer") will receive holiday pay in addition to regular pay earned that week if the holiday falls on his regular day off. If the holiday falls on a regularly scheduled working day, the specialty assignment officer will have the following choices, in each case subject to assignment by or with the permission of the Department: 1) he may choose to work the

holiday either on a patrol shift or performing the duties of his regular assignment, in which case he will be paid at time-and-one half for hours worked on the holiday up to eight (8) hours and at double time after eight (8) hours worked on the holiday (52 hours' pay for the week, assuming 8 hours worked on the holiday and pay status without overtime for the rest of the week); 2) he may choose to take the day off and work a flex day on one of his regular days off, in which case he will receive holiday pay for the holiday in addition to his regular pay for the workweek (48 hours' pay for the week, assuming 8 hours worked on the flex day and pay status without overtime for the rest of the week); or 3) he may choose to take the holiday off and not work a flex day that workweek, in which case he will receive the day off without regular pay but with holiday pay (40 hours' pay for the week, assuming no work on the holiday and pay status without overtime for the rest of the week).

Section 4.6 (a) Birthday Holiday In addition to the holidays recognized in Section 4.6 Holidays, each Officer will receive a "floating day off" for his birthday each year; provided, however, that the foreseeable effect of the use of this "floating day off" at the time it is requested is not to create overtime. If the Officer's birthday falls on a regularly scheduled work day on the Officer's current work schedule, he shall receive the day off with pay. If the Officer's birthday falls on a regularly scheduled day off, the Officer may take a different day off with pay, provided that the day is taken during the same calendar year as the Officer's actual birthday. This day off will not carry over to succeeding calendar years if not used, and the Officer may not redeem the day off for any monetary compensation or compensatory time off if the day is not used. The Officer will not be eligible for overtime compensation or premium pay ("holiday pay") if

he works on his birthday, but will be entitled to take a different day off, as described above.

Section 4.7. Health, Hospitalization and Life Insurance. The Village shall provide a health, hospitalization, and life insurance program for the patrolmen. During the term of the Agreement, the Village will maintain a health and hospitalization insurance plan with benefits generally similar to the coverage as exists on the effective date of this Agreement and continuing to its termination. While market and policy availability may warrant benefit changes, the Village shall attempt to maintain an insurance package similar to the current package.

Where practicable, the Village will notify members of the Chapter at least 30 days prior to changing an insurance policy or carrier. Such notice shall contain information as to changes in insurance benefits and coverages, including any increase in insurance cost to be incurred by the Village as a result of the change.

The Patrolmen shall pay for such benefits through payroll deduction according to the following schedule:

During the time period between contract ratification and July 1, 2011, Patrolmen shall pay twelve percent (12%) of the Village's then current total monthly employee contribution toward the premium cost of health insurance coverage for the class of coverage elected. This amount will be adjusted each subsequent July 1<sup>st</sup>. If a Patrolman elects to change coverage during the Village's annual enrollment period or following any qualifying event, the Patrolmen contribution will change from that required under the previous coverage level to the contribution required for the new coverage level. However, in no event will the patrolmen's contribution for the same class of

coverage elected increase by more than fifteen percent (15%) over the amount of the Patrolmen contribution in effect on the prior June 30<sup>th</sup>.

The Village shall provide a life insurance policy at least equal to a Patrolman's annual base salary rounded to the nearest thousand dollars. Upon retirement, a covered patrolman may continue coverage in a conversion plan by paying directly to the insurance carrier the applicable premium in effect, provided the insurance company permits such procedure. However, the Village does not guarantee that the insurance company will permit this procedure.

Section 4.8. Personal Days. Effective with the contract year beginning May 1, 2011, each patrolman shall be entitled to four (4) personal days off with pay per contract year. Personal days must be taken in at least four (4) hour increments and may not be taken on any of the holidays listed in Section 4.6 or on the Patrolman's birthday (4.6a). Except in an emergency, a patrolman intending to take a personal day must give notice to his supervisor of such intent at least forty-eight (48) hours prior to the beginning of the shift that he proposes to take as a personal day. No more than one (1) patrolman per shift may be off on a personal day, and personal days are scheduled on a first-come, first-served basis. A request to take a personal day shall not be arbitrarily denied and may not be denied on the ground that it creates an overtime situation. Personal days may not be aggregated from year to year; a patrolman shall be paid for personal day time that is unused as of the end of the fiscal year (April 30), up to a maximum of two (2) days. Any other personal days above two (2) unused days shall be forfeited without compensation if not used by April 30<sup>th</sup> of each year.

Section 4.9. Retirement Pay. Upon the retirement of a patrolman with twenty (20) or more years of service, the Village will pay the employee severance pay of \$1,000.00.

Section 4.10. Longevity. Each patrolman will receive longevity pay on December 1 of each year at the rate of \$40 for each year of service, to a maximum of twenty (20) years.

Section 4.11. Mileage. A patrolman who is required by the Department to use a personal automobile on Village business will be entitled to mileage payment at the rate of thirty-one cents (31 cents) per mile.

Section 4.12. Uniforms. The Village shall furnish required uniforms and equipment for patrolmen required to wear uniforms. The Department shall establish standards and procedures for the issuance of such uniforms and equipment. The patrolman shall be responsible for cleaning and care of uniforms and equipment, and for keeping uniforms in a neat and serviceable condition. Uniforms damaged in the line of duty shall be replaced.

A request for a Purchase Order for worn or damaged uniforms and equipment authorized for replacement by the Department shall be presented to the Village Manager within ten (10) days of the patrolman's replacement request.

A Patrolman who is not required to wear a uniform on a regular basis shall receive \$300 for each six months that the patrolman is in a permanent non-uniform assignment. Uniform allowance payments provided by this paragraph will be paid within thirty (30) days of November 1 and May 1 of each year. The Village may require patrolmen not in uniform to meet standards of dress.

Section 4.13. Death of a Patrolman. Upon the death of a patrolman, the patrolman's personal representative or executor of the patrolman's estate or other person deemed entitled thereto shall receive compensation for all salary earned but unpaid including longevity and unused vacation leave, as well as pay for accumulated sick leave as provided in Section 4.9.

Section 4.14. Field Training Officers. A patrol officer assigned as a field training officer shall receive four (4) hours of compensatory time off for every 160 hours that he actually works with a new recruit in accordance with the assignment.

## ARTICLE V

### HOURS OF WORK AND OVERTIME

Section 5.1. Regular and Overtime Hours. The regular assigned duty hours for patrolmen are an average of forty (40) hours per week within a work period (tour of duty) of twenty-eight (28) days, as established by the Village. A patrolman who is required to work in excess of his regular shift schedule as established by the Village will receive time and one-half for hours worked in excess of his regularly scheduled hours of work in any one workweek. Paid time off for vacations, emergency leave, birthday holiday time, and work related injury shall count as hours worked for overtime compensation purposes. The workweek shall be established from time to time by the Village.

Patrol Officers will be given first consideration for the filing of regular patrol shift schedule overtime assignments. Patrol shift schedule overtime assignments not filled by Patrol Officers within 48 hours of the start of the shift during which the overtime is to be worked may be filled by Sergeants. Bids for fee-based overtime assignments are

awarded on the basis of Department seniority, regardless of rank. Detectives and School Resource Officers are considered day shift for purposes of patrol shift schedule overtime assignments, and Community Response Team (CRT) members are considered afternoon shift for these purposes.

Section 5.2. Court Time. A patrolman required to appear in court when not on duty shall receive a minimum of two hours pay or compensatory time off (as provided in Section 5.6) at the rate of time and one-half. As the two-hour minimum pay or compensatory time off applies to the Traffic and Misdemeanor Division sitting as branch court in the Village of Carpentersville Village Hall, the Village will consider the morning and afternoon sessions as two separate court appearances. Patrolmen required to attend both morning and afternoon sessions shall receive the two-hour minimum pay or compensatory time off for each session attended. The two-hour minimum pay or compensatory time off shall not apply to any work or court appearances during hours contiguous with the patrolman's regularly scheduled hours.

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Section 5.3. On-Call Status. A patrolman on required on-call status shall receive a minimum of two hours pay at the time and one-half rate for a 24-hour period of on-call. In the event the employee is called out, the patrolman shall not receive additional compensation for the first two hours.

Section 5.4. Department Meetings. Patrolmen shall attend, at the option of the Village, up to two Department meetings each year. No such meeting shall be longer in duration than two hours. Patrolmen shall be paid at their regular rate of pay for attendance at such meetings. Hours spent at such meetings shall not count as hours worked for purposes of overtime pay.

Section 5.5. Shift Preferences. Patrolmen may submit shift assignment preferences for the following year by submitting such preferences in writing to the Police Chief or his designee before September 1st of the year preceding the year in which such assignments are to be effective, and the Police Chief or his designee shall have on or before November 15<sup>th</sup> to post the shift assignments for the upcoming calendar year. In making shift assignments, the Police Chief or his designee shall consider all such requests, and shall give consideration to the relative seniority of the officers making requests for the same shift. The Police Chief or his designee shall retain the right to make final decisions on shift assignments, provided that shift assignments shall not be made for arbitrary, capricious, or discriminatory reasons.

Once shift assignments are made for any given year, the Police Chief or his designee shall have the right to transfer officers to shifts other than the shifts to which they were initially assigned for reasons having to do with the operational needs of the Department, such as the need for qualified patrolmen to fill permanent assignments, seniority imbalances among shifts, and the need for closer supervision of patrolmen with performance problems. A patrolman shall be given as much advance notice as practicable before being transferred, and shall not be transferred for arbitrary, capricious, or discriminatory reasons.

Section 5.6. Compensatory Time Off. In lieu of overtime pay under Section 5.1 or Section 5.2, a patrolman may elect to accrue and bank up to eighty (80) hours of compensatory time off. Except as limited by the terms of this Section 5.6, the option of accruing and banking compensatory time off or receiving overtime pay shall be within the sole discretion of the patrolman who is entitled to be compensated for overtime

work. Compensatory time off shall accrue at the rate of one and one-half hours for each hour of overtime worked, up to the eighty (80) hour limit on accrual set forth above. Once the eighty (80) hour limit on compensatory time off has been reached, all overtime worked in excess of that limit shall be compensated by overtime pay.

Overtime assignments will be made irrespective of the known or suspected preferences of the patrolman involved concerning pay or compensatory time off as compensation for overtime worked.

A patrolman desiring to schedule compensatory time off shall submit an Overtime/ Vacation request form at least forty-eight (48) hours prior to the beginning of the shift that he proposes to take off, provided that the Police Chief or his designee can waive this advance notice requirement on a case-by-case basis. Compensatory time off may be denied if the foreseeable effect as of the time that it is requested would be to create an overtime situation. Compensatory time off may not be scheduled in advance to be taken on holidays listed in Section 4.6, or on the Patrolmen's birthday listed in Section 4.6a; however, the Shift Supervisor may approve a request for compensatory time off on a holiday once the shift on that holiday has begun if, in the sole discretion of Police Department management, it is determined that the patrolman can use compensatory time off that shift without adversely affecting staffing levels.

A request for use of accrued compensatory time off shall not be arbitrarily denied. However, compensatory time off must be taken in increments of at least one (1) hour each, and compensatory time off will not be granted in the middle of a shift (i.e., compensatory time off will not be granted for the purpose of enabling a patrolman leave and come back to work during the same shift).

Requests for compensatory time off shall be considered on a first-come, first-served basis, except that requests for compensatory time off on a holiday shall be considered in seniority order.

At any time during the fiscal year, a patrolman with at least eight (8) hours of banked compensatory time off may elect to cash out that compensatory time off by filing an appropriate form with the Police Department. Banked compensatory time off, if cashed out, must be cashed out in minimum increments of eight (8) hours. A maximum of forty (40) hours of compensatory time off may be carried forward from one fiscal year to the next. An employee may not have more than eighty (80) hours of compensatory time in his bank at any time. A patrolman who wishes to carry forward banked compensatory time off into the next fiscal year must notify the Chief of Police by April 15 of that fact and the specific number of hours of compensatory time off to be carried over. Any compensatory time that is in an employee's compensatory time bank as of the end of the Fiscal year (April 30) or not requested to be carried forward as described above, shall be paid in May of the same year at the pay rate in effect at which time the compensatory time was earned. If no request to carry forward compensatory hours is received by the Chief, a payout of the hours in the employee's compensatory time bank will be made.

If any portion of this Section 5.6, Compensatory Time Off, is found to violate the Fair Labor Standards Act (FLSA) then this Section 5.6 shall immediately be subject to a negotiations re-opener with respect to this Section only.

Section 5.7 Part Time Patrolmen The Village reserves its managerial right to utilize the services of part time Patrolmen to perform work historically performed by full time Patrolmen. However, part time Patrolmen may not be utilized to replace full time Patrolmen who are placed on layoff status.

## ARTICLE VI

### GENERAL PROVISIONS

Section 6.1. Pledge Against Discrimination and Coercion. The provisions of this Agreement and Departmental rules shall be applied equally to all patrolmen in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, or Association membership. The Union shall share equally with the Village the responsibility for applying this provision of the Agreement.

All references to patrolmen in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female patrolmen.

The Village and the Union agree not to interfere with the rights of patrolmen to become members or not to become members of the Union and there shall be no discrimination, interference, restraint, or coercion by the Village against any patrolman because of Union membership or non-membership, or because of any lawful and appropriate activity of a patrolman in an official capacity on behalf of the Union.

The Union recognizes its responsibility as bargaining agent and agrees to represent all patrolmen in the bargaining unit without discrimination, interference, restraint, or coercion.

Section 6.2. Seniority. For purposes of this Agreement, seniority for non-probationary employees shall consist of continuous service with the Village as sworn officers in the Police Department. Seniority shall date from original date of hire once the probationary period has been served and shall not be affected by periods of absence that qualify as "creditable service" within the meaning of 40 ILCS 5/3-110.

If a patrolman should resign voluntarily and later be rehired, seniority shall date from the date of rehire and shall not include credit for any period of service prior to his voluntary resignation.

Section 6.3. Residency. All patrolmen within the Police Department shall be required to reside within thirty-five (35) miles of the Village limits. New patrolmen hired after the effective date of this Agreement shall be required to establish residency within the thirty-five (35) mile limit within one (1) year from the date of hire.

Section 6.4. Rules. The Village shall have the right to promulgate rules and regulations. When existing rules are changed or new rules are established, they shall be ~~posted prominently on Union bulletin boards. Rules and regulations will not be enforced~~ in an arbitrary or capricious manner.

The Village further agrees to furnish each patrolman with a copy of all existing work rules within thirty (30) days after they become effective. New patrolmen shall be provided with a copy of the rules at the time of hire, and shall sign an acknowledgment of receipt of same.

Rules, and changes in rules, may be provided to patrolmen by electronic transmission in lieu of, or in addition to, hard copies of rules.

Section 6.5. Replacement of Personal Property. The Village will reimburse a

patrolman in the following amount for personal property lost or damaged while on duty:

1. Watch - \$60.00;
2. Eye glasses - \$200.00;
3. Pistol grips and sights broken in line of duty to be repaired or replaced by Village;
4. Contact lenses - \$100.00 per lens;
5. Dentures or partials to be replaced or repaired by the Village.

If those costs are recovered through the court, they are to be turned over to the Village.

Section 6.6. Access to Personnel Records. A patrolman shall be provided with access to his personnel records in accordance with the Personnel Record Review Act, as amended, 820 ILCS 40/0.01, et seq. Upon written request of the patrolman following any such personnel records review, any record of a prior oral or written reprimand that was issued more than five (5) years before the date of the request shall be removed and/or disregarded in the imposition of future discipline provided that the patrolman has not received additional discipline for the same or substantially similar offense during the five (5) year period following the date of the incident giving rise to the oral or written reprimand.

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## ARTICLE VII

### GRIEVANCE PROCEDURE

Section 7.1. Definition. A grievance is defined as a difference of opinion between a patrolman and the Village with respect to the meaning or application of the express terms of this Agreement excluding, however, discipline cases and other matters subject to the Carpentersville Board of Fire and Police Commissioners.

Section 7.2. Settlement Procedure. The following procedure will be followed to settle grievances:

- Step 1: A patrolman with a grievance should first attempt to resolve it

informally with his immediate supervisor as soon as practicable after the incident giving rise to the grievance occurs, and the supervisor should respond to the patrolman as soon as practicable after the matter is brought to him. Neither the grievance nor the response is required to be put in writing at this step, although the supervisor should make a note of the date and time that the grievance was discussed and/or resolution attempted.

Step 2: If the grievance is not settled in Step 1, the patrolman must, within ten (10) working days of the occurrence of the event giving rise to the grievance, file a written grievance with *his* Commander. The Commander shall have five (5) working days in which to file a written response to the patrolman. If the written grievance so requests, and the Commander so agrees in writing, this Step may be bypassed and the grievance forwarded directly to Step 3. If Step 2 is bypassed, the Commander's written response to the grievance need not be filed, and the date that the grievance is forwarded to Step 3 shall be treated, for purposes of the time limits set forth in Step 3, as the date of timely filing of an appeal to Step 3.

Step 3: If the grievance is not settled in Step 2, the patrolman may, within five (5) working days from receipt of the answer in Step 2, appeal in writing to the Chief of Police. Within ten (10) working days, at a time and place designated by the Chief of Police, a meeting will be held between the patrolman (and, if he so desires, the Union Steward) and the Chief of Police, the Sergeant, the Commander, and any other appropriate members of the Police Department. A report of the findings will be given by the Chief of Police to the patrolman within ten (10) working days of such meeting.

Step 4: If the grievance is not settled in Step 3, the patrolman may, within five (5) working days of receipt of Step 2 answer, file an appeal to the Village Manager. The Village Manager shall render an answer in writing within ten (10) working days of such appeal. Copies of such answer will be sent to the patrolman. Either party may tape record the meeting in Step 3 at his or her own expense provided prior notice is given the other party.

Step 5: If the grievance remains unsettled, either party may request arbitration consistent with the provisions of this Agreement.

Section 7.3. Time Limits. Grievances shall be raised and settlements attempted promptly. Accordingly, in order to be considered, a grievance must be filed in writing not

later than ten (10) working days after the occurrence of the event giving rise to the grievance. If not filed within the applicable time limit, the grievance shall be deemed to have been "waived", and shall not be processed further. Similarly, if a grievance is not appealed to any step of the grievance procedure or to arbitration within the time limits set forth herein, it shall be considered to have been settled on the basis of the Village's last answer. If the Village does not answer a grievance at any step of the grievance procedure within the time limits specified, the employee and/or the Association may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step of the grievance procedure. Any of the time limits referred to in this section may be extended by mutual agreement in writing.

Section 7.4. Selection of the Arbitrator. If the Union elects to appeal a grievance to arbitration it must do so within thirty (30) calendar days of when the Step 4 answer was due. The parties shall first attempt to agree upon an arbitrator to hear and decide the grievance. If the parties are unable to agree on an arbitrator within ten (10) working days of the appeal to arbitration, either party shall request the American Arbitration Association and/or FMCS to submit a panel of arbitrators. Each party retains the right to reject one panel in its entirety and to request a new panel.

Section 7.5. Hearing Procedure. Arbitration hearings shall be held at Village Hall unless the parties mutually agree in writing to a different site. No more than one grievance shall be submitted for determination by the arbitrator except by written agreement to the contrary; provided, that if more than one grievance arose out of the same factual situation the grievances may be presented to the arbitrator at the same hearing. At the arbitration hearing, each side shall be afforded the opportunity to be

represented by representatives of its own choosing, to state a position and to present witnesses on its behalf. Joint expenses of arbitration (including the fees and expenses of the arbitrator and the cost, if any, of the hearing room) shall be divided equally between the Village and the Union. Each party, however, shall be responsible for compensation of its own representatives and witnesses, including, in the case of the Union, employee witnesses and/or non-witnesses subpoenaed or requested to be at the hearing by the Union who are excused from work by the Village to attend the hearing.

Section 7.6. Authority of the Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him by the parties at the hearing and shall have no authority to make a decision on any issue not so submitted to him. The arbitrator shall be without power to make decisions on grievances over Management Rights reflected in Article I or a decision contrary to or inconsistent with applicable federal or state law, or applicable rules and regulations of government agencies having the force and effect of law. Improperly filed grievances and matters which do not meet the definition of a grievance are not subject to arbitration. The decision shall be based solely on his interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented, consistent with applicable law. Any arbitration decision shall be issued within thirty (30) calendar days of the hearing or filing of briefs.

Section 7.7. "Working Days" Defined. As used in this Article, the term "working days" shall mean Monday through Friday, excluding Saturdays, Sundays, and holidays.

## **ARTICLE VIII**

### **NO STRIKES - NO LOCKOUTS**

The Union, its officers and agents, and the patrolmen covered by this Agreement agree not to instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work, or any other intentional interruption of operations. The Village will not lock out any patrolman as the result of a labor dispute with the Union.

## **ARTICLE IX**

### **GENERAL CONDUCT**

Patrolmen of the Police Department, as members of the public service, must conduct themselves in a manner so as to bring credit to the Police Service. All employees shall abide by the rules and regulations of the Village of Carpentersville, the Village of Carpentersville Board of Fire and Police Commissioners rules and regulations of the Village of Carpentersville Police Department, and the laws of the State of Illinois and the United States of America.

## **ARTICLE X**

### **WAGES**

Wage schedules for patrolmen, showing monthly wage rates to be paid to patrolmen for the duration of this Agreement, are set forth along with the Educational Incentive Plan for patrolmen in Appendix A to this Agreement.

## **ARTICLE XI**

### **TERMINATION AND LEGALITY CLAUSES**

If any provision of this Agreement is subsequently declared by legislative,

executive, or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

This Agreement constitutes the entire agreement between the parties and concludes collective bargaining on any subject covered by this Agreement for the term of the Agreement.

## **ARTICLE XII**

### **DRUG AND ALCOHOL TESTING**

The Village's drug and alcohol policy, as it applies to patrolmen, shall be as set forth in Appendix B to this Agreement.

## **ARTICLE XIII**

### **OFFICER IN CHARGE**

When a patrolman is assigned by management to work for one (1) full hour or more as Officer in Charge (OIC), he/she shall be paid a five percent (5%) OIC differential, to be paid on an hour-for-hour basis for each hour worked as an OIC. It is understood that no OIC will be appointed except in the absence from duty of an assigned duty supervisor.

## **ARTICLE XIV**

### **UNION REPRESENTATIVES**

Upon giving notice to and receiving permission from his supervisor, which permission shall not unreasonably be withheld, a Union representative shall be excused from his regular duties for a reasonable period of time, without loss of pay, for the purpose of representing officers in the handling and processing of grievances or as

otherwise provided by the Uniform Peace Officers' Disciplinary Act and/or the Illinois Public Labor Relations Act. It is understood by the parties that such activities are subordinate to the staffing needs of the Department and the requirements of police service to the citizens of Carpentersville.

## ARTICLE XV

### LABOR-MANAGEMENT MEETINGS

Section 15.1. Meeting Request. The Union and the Village agree that, in the interest of efficient management and harmonious employee relations, labor-management meetings may be held on a monthly or as-needed basis, on such dates and at such times as may be mutually agreed, between Union representatives and the Police Chief. Such meetings may be regularly scheduled or requested by either party at least seven (7) days in advance by submitting a written request to the other party for a labor-management shall be limited to:

- 
- (a) issues of mutual concern to the Union and the Police Department;
  - (b) safety issues;
  - (c) notifying the Union of changes in scheduling, equipment, or procedure.

Section 15.2. 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 of the terms of this Agreement be conducted at such meetings.

Section 15.3. Attendance. Attendance at labor-management meetings shall be

voluntary on the part of employee-members. Attendance during such meetings shall not be considered time worked for compensation purposes, unless a meeting is scheduled at the request or consent of the Village during the regularly scheduled duty hours of an employee, and provided that no overtime liability shall be incurred as a result of such attendance. Employees attending during their regularly scheduled duty hours shall remain available for emergency response if required. Normally, no more than three (3) persons each from the Village and the Union shall attend these meetings, schedules permitting.

## **ARTICLE XVI**

### **JOB POSTING**

Permanent assignments (such as detective, evidence technician, or dog handler) shall be posted in the Department for a sufficient time prior to the assignment to give interested patrolmen an opportunity to bid for the assignment by submitting their names and qualifications to the Chief in writing. (A permanent assignment is one that involves continuing responsibilities as opposed to short-term or temporary responsibilities.) It is understood that all such assignments are within the discretion of the Chief and are not subject to the grievance and arbitration procedure of this Agreement.

## **ARTICLE XVII**

### **PENSION PICKUP**

Section 17.1. Pickup of Officers' Contributions. Pursuant to 40 ILCS 5/3-125.2 and subject to approval by the Internal Revenue Service (IRS) and the Board of Trustees of the Police Pension Fund (the Trustees), the Village will pick up the police

officers' contributions required by 40 ILCS 5/3-125.2 for all salary earned after May 1, 1991. The contributions thus picked up shall be treated as employer contributions in determining tax treatment under the United States Internal Revenue Code (IRC). However, the Village will continue to withhold Federal and State income taxes based upon these contributions until the IRS has ruled, pursuant to Section 414(h) of the IRC, that these contributions are not included as gross income of the police officers until such time as they are distributed or made available. No employee shall be given the option of choosing to receive the contributed amounts directly instead of having them paid by the Village to the Police Pension Fund.

Section 17.2. Indemnification. The Union shall indemnify, defend, and hold the Village, its officers, officials, agents and employees harmless against any claim, demand suit or liability (monetary or otherwise), and for all legal costs arising from any action taken or not taken by the Village, its officers, officials, agents and employees in complying with the pickup provision set forth in this Article XVII.

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## ARTICLE XVIII

### TERM

This Agreement shall be effective on execution and all changes in the Agreement from the prior (2009-2010) collective bargaining agreement shall be made as provided herein. The Agreement will remain in effect until the thirtieth day of April, 2013.

This Agreement shall automatically be renewed from and after the thirtieth day of April, 2013 for successive terms of one year each unless either party shall notify the other in writing not less than sixty (60) days prior to April 30, 2013 or any successive

end of term date that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin not later than thirty (30) days prior to the end of the term date. This Agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this Agreement is given by either party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement on April 30, 2013, or any subsequent April 30, written notice must be given to the other party not less than sixty (60) days prior to its termination date. Otherwise, the Agreement shall automatically renew from year to year; provided, however, that if negotiations on modification have commenced as provided for in the preceding paragraph, either party may terminate this Agreement upon written notice on the later date of the following two dates: sixty days following said written notice or sixty days following the anniversary date provided for in the Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands this 7  
day of JUNE, 2011.

FOR THE VILLAGE:  
Village Manager  
J. Mark Rooney

FOR THE UNION:  
Joseph Andolina  
Joseph Andolina,  
MAP President

**APPENDIX A**  
**WAGE SCHEDULES**

Section A.1. 2010-2011 Wage Schedule.

Monthly Pay Range Steps Effective May 1, 2010  
(No Increase from May 1, 2009 Rates)

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
Patrolman	4558	5164	5371	5594	5840	6131
Patrolman with educational incentive	4789	5419	5645	5876	6133	6440

Section A.2. 2011-2012 Wage Schedule.

Monthly Pay Range Steps Effective May 1, 2011  
(2% Increase from May 1, 2010 Rates)

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
Patrolman	4649	5267	5478	5706	5957	6254
Patrolman with educational incentive	4885	5527	5758	5994	6256	6569

Section A.3. 2012-2013 Wage Schedule.

Monthly Pay Range Steps Effective May 1, 2012  
(1% Increase from May 1, 2011 Rates)

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
Patrolman	4695	5320	5533	5763	6017	6317
Patrolman with educational incentive	4934	5582	5816	6055	6319	6635

## EDUCATIONAL INCENTIVE PLAN

Patrolmen shall receive educational incentive pay identified above when a patrolman meets one or more of the following:

- A. A degree of Associate in Arts, General Studies in Law Enforcement, Police Science, or Police Administration with a minimum grade average of "C" in 60 semester hours of work.
- B. A degree of Associate in Arts or Associate in General Studies in any field, but with a minimum of 12 semester hours in Law Enforcement subjects and a minimum overall grade of "C."
- C. A degree of Bachelor of Arts, Science, Law, or in other areas of study with a minimum of 12 semester hours in Law Enforcement subjects and a minimum overall grade of "C."

No course work taken after the effective date of the Agreement shall be recognized as a Law Enforcement course unless the patrolman has received prior approval of the course from the Chief. Under no circumstances will field courses, independent studies, credit for work experience, ride along programs or similar credit or course work be considered as a Law Enforcement subject.

## APPENDIX B

### DRUG AND ALCOHOL TESTING

Section B.1. General Policy Regarding Drugs and Alcohol. The use of illegal drugs and the abuse of alcohol or prescription drugs by members of the Police Department present unacceptable risks to the safety and well-being of other employees and the public, invite accidents and injuries, and reduce productivity. In addition, such conduct violates the reasonable expectations of the public that the employees who serve and protect them obey the law and be fit and free from the effects of drug and alcohol abuse.

In the interest of employing persons who are fit and capable of performing their jobs, and for the safety and well-being of employees and residents, the Village and the Union agree to establish a program that will allow the Village to take the necessary steps, including drug and/or alcohol testing, to implement a general policy regarding drugs and alcohol.

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The Police Department has the responsibility to provide a safe work environment as well as a paramount interest in protecting the public by ensuring its employees are physically and emotionally fit to perform their jobs at all times. For these reasons, the abuse of alcohol substances by Department members is strictly prohibited on or off duty. Violation of these policies will result in disciplinary action up to and including discharge.

#### Section B.2. Definitions.

A. "Drugs" shall mean any controlled substance listed in 720 ILCS 570/100 et seq., known as the Controlled Substances Act, and any substances listed in 720 ILCS

550/1 et seq., known as the Cannabis Control Act, for which the person tested does not submit a valid pre-dated prescription. In addition, it includes "designer drugs" which may not be listed in the Controlled Substances Act or the Cannabis Control Act, but which have adverse effects on perception, judgment, memory or coordination. Among the drugs covered by this policy are the following:

Opium	Methaqualone	Psilocybin-psilocin
Morphine	Tranquilizers	MDA
Codeine	Cocaine	PCP
Heroin	Amphetamines	Chloral Hydrate
Meperidine	Phenmetrazine	Methylphenidate
Marijuana	LSD	Hash
Barbiturates	Mescaline	Hash Oil
Glutethimide	Steroids	

B. The term "drug abuse" includes the use of any controlled substance which has not been legally prescribed and/or dispensed.

C. The term "under the influence" means impairment by virtue of the ingestion of alcohol or proscribed drugs. In the case of alcohol, impairment is presumed if urine, blood, or breathalyzer test results show a blood alcohol content (BAC) of .03 or greater, and may be established by other means (including, but not limited to, the Officer's performance on a field sobriety test) if the BAC is less than .04. In the case of proscribed drugs, impairment is presumed by the presence of

any amount of one or more proscribed drugs in the system of the Officer being tested.

Section B.3. Prohibitions. Police officers shall be prohibited from:

- A. Consuming or possessing alcohol or proscribed drugs (as defined in Section B.2 above) at any time during the work day on any of the Village's premises or job sites, including all Village buildings, properties, vehicles and the employee's personal vehicle while engaged in Village business, unless engaged in a lawful investigatory function.
- B. Using, selling, purchasing or delivery of any proscribed drug during the work day or when off duty, unless engaged in a lawful investigatory function.
- C. Being under the influence of alcohol or proscribed drugs during the course of the work day, or being under the influence of prescribed medication that materially impairs the employee's ability to perform his job duties safely and effectively.
- D. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Violation of these prohibitions may result in disciplinary action, up to and including discharge.

Section B.4. The Administration of Tests. The Village may require an employee

to submit immediately to breathalyzer, blood, and/or urine tests on a random or specified situation basis, or if the Village otherwise determines there is probable cause for such testing. If an employee is required to undergo such testing based on probable cause, the Village will provide the employee with the basis for such probable cause in writing at or about the time the test is administered. If the written basis is not provided prior to the actual test, a verbal statement of the basis will be provided prior to administering the test.

Random testing shall be done on dates and at times and places designated by the Village's then current Occupational Health provider. A Chapter representative shall be advised of the date, time and place for the testing and the name(s) of the employee(s) to be tested. The Union shall have the right to have a Union representative present at the test site, provided that the Union representative is available within one (1) hour of when the Union is notified. No employee shall be subject to random testing more than once in an eighteen-month period, and no employee shall be required to take a random test a second (or third) time during this contract term until all other non-probationary employees in the bargaining unit have been tested once (or twice, as the case may be).

Specified situation testing may occur in the following circumstances:

- (a) Upon assignment of an officer to a special duty assignment such as the North Central Narcotics Task Force, and upon his return to duty with the Department;
- (b) If an officer is involved in a motor vehicle accident while in the performance of his duty;
- (c) Upon promotion to a higher rank;

(d) If the officer has experienced excessive absenteeism or tardiness under circumstances giving rise to a suspicion of off-duty drug or alcohol abuse.

(e) If the officer is involved in the use of deadly force.

The Village may use breathalyzer tests as well as urine or blood tests for alcohol testing. For drug/alcohol tests not involving a breathalyzer, the Village shall use only licensed clinical laboratories and shall have a supervisor accompany the employee being tested to the testing facility. The testing facility shall be responsible for maintaining the proper chain of custody. The taking of urine samples shall not be witnessed unless there is probable cause to believe the employee is tampering with the testing procedure. If the first test results in a positive finding, a confirmatory test (GC/MS or a scientifically accurate equivalent) shall be conducted. An initial positive result shall not be submitted to the Village unless a confirmatory test result is also positive as to the same sample. Upon request, the Village shall provide an employee with a copy of any test results which the Village receives with respect to such employee.

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

Within two (2) working days after the test is administered, the employee may request a meeting with the Chief, with or without Union representation. At any such

meeting, the employee and/or the Union may raise issues relating to the testing, including probable cause. The employee shall also have a one-time only option at this meeting to admit to a drug/alcohol problem and to seek assistance from the Village's Employee Assistance Program ("EAP"). This option is not available in specified situation testing situations b. or e. above, or in the case of any conduct that is prohibited under Section B.3 above, or is otherwise subject to discipline, and/or that constitutes grounds for prosecution under the criminal or traffic laws of the State of Illinois and/or ordinances of any municipality. If the limited option is available to the Patrolman, and the Patrolman invokes this option, the test results shall not be made available to the Village. However, the Village still retains the right to ensure the Patrolman's fitness for duty prior to the Patrolman's returning to full-duty status. If the Patrolman invokes the one-time only option, the Patrolman may be required to enter and successfully complete the EAP or other treatment program. The Patrolman may also be required to submit to periodic non-random testing with the understanding that if the employee again tests positive, the Village may take such action as the Village in its discretion deems appropriate. The Village in any event retains the right to take such action as the Village in its discretion deems appropriate if an employee engages in conduct prohibited by Section B.3 of this Appendix, or engages in conduct that is otherwise subject to discipline and is aggravated by drug or alcohol abuse.

Except where the employee invokes the time one-time only option to admit to the problem and to seek assistance from the EAP, the results of any positive tests shall be made available to the Village. If an employee tests positive for the use of a proscribed drug, the Village may take such action as the Village in its discretion deems appropriate.

The first time an employee tests positive for substance abuse involving something other than a proscribed drug, and/or if the employee invokes the one-time only option to admit to the problem and to seek assistance from the EAP, the employee shall be required to enter and successfully complete the EAP, during which time the employee may be required to submit to random testing with the understanding that if the employee again tests positive the Village may take such action as the Village in its discretion deems appropriate. The Village in any event retains the right to take such action as the Village in its discretion deems appropriate if an employee engages in conduct prohibited by Section B.3 of this Appendix, or in conduct that is otherwise subject to discipline and is aggravated by drug or alcohol abuse.

Conduct prohibited by Section B.3 of this Appendix shall be cause for discipline, including termination, subject to confirmation by the Board of Fire and Police Commissioners. While such disciplinary issues shall be subject to the exclusive jurisdiction of the Board of Fire and Police Commissioners, all other issues relating to the testing process -- whether there is probable cause for ordering an employee to submit to a test, whether a proper chain of custody has been maintained, etc.) may be grieved in accordance with the grievance and arbitration procedure set forth in this Agreement.

Section B.5. Voluntary Requests for Assistance. Except where there is imminent danger to the life of an employee or others and except where the employee has invoked the one-time only option to admit to the problem and to seek the assistance provided for in Section B.4, above, the administrator of the Village's EAP shall maintain in strict confidentiality the fact that an employee has voluntarily sought assistance from

the Village's EAP. Seeking confidential assistance from the Village's EAP shall not be grounds for disciplinary action; however, the seeking of such confidentiality assistance also shall not insulate an employee from the consequences of engaging in conduct prohibited by Section B.3.

Section B.6. Expungement. If an employee is ordered to take a drug or alcohol test pursuant to this Policy, and the findings on either the initial or confirmatory test are negative, the test results as well as all records of and references to the test and/or the order to take the test shall be expunged from the employees personnel records in accordance with established department procedure.

## APPENDIX C

### NEW PROVISIONS

Section C.1 No Layoffs During the term of this Agreement, the Village will not layoff any patrolman covered by this Agreement, holding the rank of Patrolman at the time the contract is executed by both parties, except following re-opened negotiations described in Section C.2. The Village reserves the right to terminate a Patrolman for disciplinary reasons, in compliance with Carpentersville Fire and Police Commission rules and regulations.

The Village may fill or not fill Patrolman positions, at its sole discretion, if any position becomes vacant during the term of the Agreement.

Section C.2 Agreement Re-opener Provisions The Union shall have the right to request that the wage rates in Appendix A, Wage Schedules in Section A.3, 2012-2013, for the year beginning May 1, 2012, be re-opened if any other Village employee collective bargaining unit receives total wage rate increases of more than 1% for the fiscal year 2012-2013.

The Village shall have the right to request that the wage rates in Appendix A, Wage Schedules in Section A.3, 2012-2013 for the year beginning May 1, 2012, and the provisions in Section C.1 of Appendix C, be re-opened if the Village experiences a reduction in distribution of State of Illinois revenues in excess of \$300,000.00 through legislation changing the distribution of State of Illinois revenues to local governments.

This Appendix C, Sections C.1 and C.2, shall sunset on April 30, 2013.

## APPENDIX D

### PHYSICAL FITNESS TESTING

#### Overview

The Physical Fitness Testing program is intended to provide Patrolmen with an incentive to maintain good physical condition to handle the day-to-day demands of police work, to deal positively with the stresses of both police work and daily life and to encourage a life-long habit of exercise to maintain and improve overall health.

#### 1. The Fitness Test:

- A. For all sworn officers hired prior to May 1, 2011, the P.O.W.E.R. test will be voluntary.
- B. After May 1, 2011 any newly hired employee will be required to pass the P.O.W.E.R. test annually.
- C. Patrolmen who fail the test the first time will receive an extra three months to improve their level of fitness and pass the test.

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- D. Department fitness instructors, as available, will work with Patrolmen who fail the test and want to retake the test later. Patrolmen who pass the test qualify for an incentive.

#### 2. Medical Requirements

- A. Patrolmen who are required to take the P.O.W.E.R. test and are on medical leave when the test is scheduled or, have an ailment that would render them unable to take the test, will be required to provide a temporary medical waiver signed by a physician. The Village may require

a Patrolman to submit to examination(s) by a physician(s) selected by the Village to confirm such medical necessity. The Village will bear the cost of any such examinations required by the Village. Patrolmen who are required to take the P.O.W.E.R. test must test within 30 days of being released by the physician.

- A. Within 30 days prior to testing, Patrolmen will be required to have their blood pressure and pulse measured by a licensed paramedic, EMT or physician. Any Patrolman with a resting pulse rate of 90 or greater, systolic blood pressure of 140 or greater or diastolic blood pressure of 90 or greater will be referred to their personal physician for examination and/or treatment before fitness testing will be administered. Patrolmen referred to their physician must submit, within 90 days, a physician's release, certifying the Patrolman's medical ability to safely take the P.O.W.E.R. test. If the Patrolman is not medically able to safely take the P.O.W.E.R. test the Patrolman must provide their physicians timeline for medical ability to participate. Patrolmen so referred who are taking the test on a voluntary basis will qualify for the incentive when they pass the test.
- B. If a patrolman develops either a temporary or permanent medical condition, the Village will work with the Union to establish an alternate test event for that known established condition.

### 3. The Fitness Test

 5/27/11  


- A. Testing will be conducted during scheduled duty hours, when possible. Initial testing will generally be conducted during the third quarter of the calendar year. Non-represented supervisors will oversee the testing process.
- B. Fitness testing will be administered on a pass-fail basis. In order to pass the fitness test, a passing score must be obtained in each of the four areas of testing. If a Patrolman fails any portion of the test, the Patrolman will only need to pass the failed portion in subsequent testing for that year.
- C. Passing requirements will be based on age and gender adjusted requirements according to the Illinois Law Enforcement Training and Standards Board P.O.W.E.R. Test Chart.

**POWER TEST CHART**

TEST	MALE				FEMALE			
	Age				Age			
<b>SIT &amp; REACH</b>	20-29	30-39	40-49	50+	20-29	30-39	40-49	50+
	16.00	15.00	13.80	12.80	18.80	17.80	16.80	16.30
<b>1 MINUTE SIT-UP</b>								
Number per Minute	37.00	34.00	28.00	23.00	31.00	24.00	19.00	13.00
<b>MAXIMUM BENCH PRESS RATIO</b>								
Percentage of Body Weight	0.98	0.87	0.79	0.70	0.58	0.52	0.49	0.43
<b>1.5 MILE RUN</b>								
Minutes/Seconds	13.46	14.31	15.24	16.21	16.21	16.52	17.53	18.44

#### **4. Incentive**

- A. Patrolmen who pass the P.O.W.E.R. test will receive one Fitness Day.
  - B. A Fitness Day is a day off with pay that the Patrolman must schedule at least 48 hours in advance.
  - C. The Fitness Day cannot be used on a holiday or birthday, and cannot create overtime at the time it is scheduled.
  - D. The Fitness Day must be used within the current fiscal year, unless the pass date is on or after January 1<sup>st</sup>, in which case the Fitness Day must be used within six (6) months of the pass date. It cannot be cashed in for pay and can only be carried over to the next fiscal year if the pass date is on or after January 1<sup>st</sup>, but in that case it must be used within six (6) months of the pass date as provided in the previous sentence. Patrolmen who are age 45 or greater at the time that they pass the P.O.W.E.R. test will also qualify for a free basic heart scan paid for by the Village.
- 
- E. A Patrolman who is unable to successfully complete all components of the P.O.W.E.R. Test will be deemed to have failed the fitness test, and will not qualify for the Fitness Day.

#### **5. Records**

- A. All information related to how physical fitness testing is conducted shall be maintained in a secure file by the Police Chief's designee.
- B. Individual employee testing records will be placed in the employee's medical file. Confidential individual medical files, per Village policy, are located in Human Resources and not in the Police Department.

## APPENDIX E

### SIDE LETTER OF AGREEMENT BETWEEN THE METROPOLITAN ALLIANCE OF POLICE, CHAPTER #378 (PATROL), AND THE VILLAGE OF CARPENTERSVILLE

This Side Letter of Agreement is entered into between the METROPOLITAN ALLIANCE OF POLICE, CHAPTER #378 (PATROL) (herein "Union") and the VILLAGE OF CARPENTERSVILLE, ILLINOIS (herein "Village"). The terms of this Side Letter of Agreement are as follows:

1. In July of 2009, the Union's members were notified that, effective January 1, 2010, the Village would no longer be reimbursing members' Blue Cross and Blue Shield of Illinois (BCBS) in-network PPO deductible expenses.

2. As a result of the actions described in Paragraph 1, on or about December 14, 2009, the Union filed an unfair labor practice charge against the Village, Illinois Labor Relations Board Case No. S-CA-10-157, contending that the Village had violated the terms of the Illinois Labor Relations Act by unilaterally making insurance plan design changes effective January 1, 2010, namely no longer reimbursing members' BCBS in-network PPO deductible expenses.

3. On or about October 22, 2010, the Union's members were notified that, effective January 1, 2011, the Village would be changing the plan design of its BCBS health insurance and Medco drug plans, which would, among other things, increase copays, out-of-pocket expenses and deductible expenses of bargaining unit members.

4. As a result of the actions described in Paragraph 3, on or about November 4, 2010, the Union filed a grievance against the Village, Grievance No. 2010-1,

contending that the Village violated Section 4.7 of the parties' collective bargaining agreement. The Village responded to such grievance, contending that the language of Section 4.7 of the collective bargaining agreement allowed the benefit plan changes to be made by the Village effective January 1, 2011.

5. While the Union's unfair labor practice charge and grievance were pending, the parties engaged in the collective bargaining process for a new collective bargaining agreement. As a result of these discussions, the parties have reached agreement on the terms of a new collective bargaining agreement and, as part of that agreement, have agreed to resolve both the Union's unfair labor practice charge and its grievance, in exchange for certain promises from the Village.

6. The Union has agreed, on a non-precedential basis, to withdraw with prejudice the Union's unfair labor practice charge in Case No. S-CA-10-157 and its Grievance No. 2010-1. In exchange, and also on a non-precedential basis, the Village has agreed that, for the life of the parties' new collective bargaining agreement (May 1, 2010 through April 30, 2013), the Village will not make any benefit plan changes in the insurance plans applicable to bargaining unit members beyond those previously made or specifically agreed upon during the negotiations leading up to their new bargaining agreement. While the dollar amount of employee's insurance contribution payments may change during the life of the agreement in accordance with the provisions of the new bargaining agreement, the percentage paid by employees will also not be changed by the Village for the life of the parties' new bargaining agreement (May 1, 2010 through April 30, 2013). As stated, this Side Letter of Agreement is entered into on a non-

precedential basis and may not be used or referenced by either party as precedent in any future negotiations or other dispute between them.

7. The parties agree that this Appendix E, Side Letter of Agreement, will be attached as an Appendix to the parties' new collective bargaining agreement, and its terms will be enforceable through the parties' contractual grievance procedure.

Agreed to by the parties on the date indicated below:

FOR THE UNION:

By *Joseph V. Luchessa*  
Date: *May 19th, 2011*

FOR THE VILLAGE:

By *J. Mark Rooney*  
Date: *7 JUNE 2011*