

EXHIBIT "A"

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

VILLAGE OF CARPENTERSVILLE

AND

METROPOLITAN ALLIANCE OF POLICE

CHAPTER #379

SERGEANTS

May 1, 2009 – April 30, 2010

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## **PREAMBLE**

THIS AGREEMENT is entered into by and between the VILLAGE OF CARPENTERSVILLE, hereinafter called the "Village" and Chapter 379 of the Metropolitan Alliance of Police, hereinafter called the "Chapter". The Village recognizes the Chapter as the sole and exclusive bargaining agent for the purpose of establishing rates of pay and other matters specifically mentioned herein for police officers holding the rank and classification of Sergeant.

## **ARTICLE I**

### **MANAGEMENT RIGHTS**

#### **Section 1.1 Management Rights**

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 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.

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### Section 1.2 Retained Rights

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 Chapter as the sole and exclusive bargaining agent for the full time, sworn police officers of the Village holding the rank and classification of Sergeant for the purpose of establishing hours, wages, and certain other conditions of employment.

## ARTICLE III

### CHECKOFF

### Section 3.1 Dues Checkoff

The Village agrees to deduct the Chapter 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 Village by the Chapter and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Chapter by the 10<sup>th</sup> 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 Chapter, shall be uniform in nature for each employee in order to ease the Village's burden in administering this provision.

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The Chapter 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 Chapter 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 Chapter shall be responsible for collection of dues. The Chapter agrees to refund to the employee any amounts paid to the Chapter 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 Chapter as monthly dues. The amount deducted shall be paid to the Chapter. This authorization is revocable during the term of this Agreement.

\_\_\_\_\_  
Signature

### **Section 3.3 Chapter Indemnification**

The Chapter 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 Chapter shall refund directly to the employee any such amount.

**Section 3.4 Fair Share**

During the term of this Agreement, subject to the provisions of this Section, non-probationary employees who are not members of the Chapter shall, commencing seven (7) days after the effective date of this Agreement or seven (7) days after the successful completion of their probationary period, whichever is later, pay a fair share fee to the Chapter for collective bargaining and contract administration services rendered by the Chapter as the exclusive representative of the employees covered by this Agreement, provided said fair share fee shall not exceed seventy percent (70%) of the regular monthly dues charged to members of the Chapter. Such fair share fees shall be deducted by the Village from the earnings of non-members and remitted to the Chapter with the same frequency and in the same fashion as dues payments. The Chapter periodically shall submit to the Village a list of the employees covered by this Agreement who are not members of the Chapter and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit. The fair share fee should be uniform for each employee subject to the obligation to pay a fair share fee. The Chapter may change the fixed uniform dollar amount that will be considered the regular monthly fair share fee once each calendar year during the life of this Agreement. The Chapter will give the Village thirty (30) days notice of any such change in the amount of the fair share fee.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or responsibilities of the Chapter with respect to fair share fee payers as forth

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above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Chapter. If the affected non-member and the Chapter are unable to reach an agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois Labor Relations Board and the payment shall be made to said organization.

### ARTICLE IV

#### FRINGE BENEFITS

##### Section 4.1 Sick Leave

Sick leave shall be granted to a Sergeant contracting or incurring any illness or disability (other than on-the-job disability) that renders such Sergeant unable to perform the duties of his employment or other work offered to the sergeant by the Chief. In addition, sick leave may be used for a serious illness or injury to a member of the Sergeant's family, which is defined for purposes of this Section as the Sergeant's spouse, children (including adopted children), or stepchildren residing with the Sergeant.

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 Sergeant's failure to fully cooperate with medical advice and/or corrective therapy.

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Sergeants shall accumulate sick leave at the rate of eight (8) hours per month. However, except in the case of absence due to long-term illness, no sick leave shall accrue for any month when a Sergeant uses sick leave on a holiday. Sergeants may accumulate sick leave to a maximum of 240 days.

A Sergeant shall notify the on duty Officer in Charge, or QuadCom if the Officer in Charge is not available, of an illness or injury as soon as possible but not less than two (2) hours prior to the time the Sergeant 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 Sergeants. The Village may require the Sergeant 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 Sergeant'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 consecutive scheduled work days, the Sergeant 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 Sergeant who is sick is expected to confine his location and activities to those that are consistent with the nature of the Sergeant's illness.

Any Sergeant who fails to meet the requirements of this section, abuses the sick leave program, or files for sick days under false pretenses shall not receive pay and

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may be subject to disciplinary action. Sick days should not be considered a privilege; they are a fringe benefit, which shall be allowed in case of the actual sickness or disability of the employee or of a member of his family, as defined above in this Section.

A Sergeant who leaves the service of the Village, except as provided in Section 4.9 of this Agreement, shall forfeit all sick leave benefits. This provision shall not apply to the Sergeant who is granted a one-year leave of absence, and return to work within the one-year period. Sick leave benefits shall be paid at a rate of eight 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 they are paid for other disabilities.

### **Section 4.2 Attendance Incentive**

Sergeants who do not lose time as a result of an illness, injury, service connected disability, or suspension for the period of May 1 to October 30 shall receive a reimbursement of \$250.00. A Sergeant with perfect attendance for the period November 1 to April 30 shall receive \$250.00.

### **Section 4.3 Vacation**

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

<u>Length of Service in the Department</u>	<u>Length of Leave</u>
1 <sup>st</sup> through 48 <sup>th</sup> month	10 Days
49 <sup>th</sup> through 108 <sup>th</sup> month	15 Days
109 <sup>th</sup> through 228 <sup>th</sup> month	20 Days
229 <sup>th</sup> month and beyond	25 Days

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Vacations shall be scheduled according to seniority within the shift or detail to which the Sergeant is assigned. A Sergeant with greater seniority shall have priority over a Sergeant 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 Sergeant requests the same day(s) and permitting more than one Sergeant to be off is not in the best interests of the Department, seniority normally shall prevail. In any event, all vacations are subject to approval by the Chief.

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

Vacation time earned one year must be taken during the following year unless written permission is obtained from the Chief of Police and the Village Manager to carry not to exceed five (5) days of vacation time over to the next succeeding year. Such requests must be submitted in writing prior to October 1 of that year.

When a Sergeant leaves the service of the Village, he shall receive compensation for unused vacation time accumulated. A Sergeant who is discharged for any reason 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 Sergeant to attend the funeral of the Sergeant's wife, husband or natural, step or adopted child. A maximum of three (3) days shall be permitted to attend the funeral of the Sergeant's mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-parent, step-sibling, grandparent, or grandchild.

**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:

Employee's Birthday (floating)  
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. Except in the case of a Sergeant's birthday, which shall be established by birth certificate or other proof of birth date, 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 Sergeant 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 Sergeant works the holiday. If a Sergeant assigned to a patrol 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 Sergeant 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-

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time hourly rate for hours worked in excess of eight (8) hours on the holiday. In addition, as provided in Section 4.1, a Sergeant who uses sick leave on a holiday will not accrue sick leave hours for the month in which the holiday falls.

A Sergeant 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 4.7 Health, Hospitalization and Life Insurance**

The Village shall provide a health, hospitalization, and life insurance program for the Sergeants. During the term of the Agreement, the Village will maintain a health and

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

Beginning with the first day of the month following the ratification of this Agreement by both parties, all Sergeants covered by the Agreement will begin paying a 12% monthly employee contribution toward the premium cost of health insurance coverage, provided that the amount of any increase in employee premium contribution from one year to the next shall be capped at 15% over the previous year's contribution amount.

The Village shall provide a life insurance policy at least equal to a Sergeant's annual base salary rounded to the nearest thousand dollars. Upon retirement, a covered Sergeant 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, 2007, each Sergeant shall be entitled to three (3) 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 (other than the employee's birthday) listed in Section 4.6. Except in an emergency, a Sergeant 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) Sergeant 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 Sergeant shall be paid for personal day time that is unused as of the end of the contract year (April 30).

**Section 4.9 Retirement Pay**

Upon retirement of a Sergeant with twenty (20) or more years of service, the Village will pay the Sergeant severance pay of \$1,000.00. In addition, on retirement or death, the Village will pay the Sergeant (or his estate) for twenty-five percent (25%) of accumulated sick leave in excess of 120 (8-hour) days at the Sergeant's regular straight time rate of pay as of retirement or death, provided that such pay for accumulated sick leave shall not exceed thirty (30) (8-hour) days' pay.

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### Section 4.10 Longevity

Each Sergeant 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 sergeant who is required by the Department to use a personal automobile on Village business will be entitled to mileage payment at the applicable I.R.S. Rate.

### Section 4.12 Uniforms

The Village shall furnish required uniforms and equipment for Sergeants required to wear uniforms. The Department shall establish standards and procedures for the issuance of such uniforms and equipment. The Sergeant 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 Police Chief or his designee within ten (10) days of the Sergeant's replacement request.

A Sergeant who is not required to wear a uniform on a regular basis shall receive \$300 for each six months or portion thereof that the Sergeant 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 Sergeants not in uniform to meet standards of dress.

**Section 4.13 Death of a Sergeant**

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

**ARTICLE V**

**HOURS OF WORK AND OVERTIME**

**Section 5.1 Regular and Overtime Hours**

The regular assigned duty hours for Sergeants, excluding assigned shift review time pursuant to Section 5.2, 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 Sergeant 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.

**Section 5.2 Preparation Time**

In recognition of shift review duties for Patrol Sergeants and preparation time obligations for Sergeants holding special duty assignments (such as Community Response Team and Investigators), each Sergeant will be scheduled to work an average of 1.75 hours over and above his regular work schedule every pay period and

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shall receive, as compensation therefore, 2.625 hours of additional pay at his regular straight-time hourly rate every pay period.

### **Section 5.3 Court Time**

A Sergeant 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. The two-hour minimum pay or compensatory time off applies to all court appearances as a result of departmental duties. If there are morning and afternoon sessions, the Department will consider the morning and afternoon sessions as two separate court appearances. Sergeants 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 Sergeant's regularly scheduled hours.

### **Section 5.4. On-Call Status**

A Sergeant who is required by the Chief or his designee to serve in an on-call capacity shall receive a minimum of two (2) hours pay at his overtime (time and one-half) rate for each 24-hour period of on-call status. In the event that the Sergeant is called out, the Sergeant shall not receive additional compensation for the first two hours.

### **Section 5.5 Department Meetings**

Sergeants 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.

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Sergeants 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 5.6 Compensatory Time Off**

In lieu of overtime pay under Section 5.1 or Section 5.2, a Sergeant 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 Sergeant 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 Sergeant involved concerning pay or compensatory time off as compensation for overtime worked.

A Sergeant 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 (other than the employee's birthday) listed in Section 4.6; however,

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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 Sergeant can use compensatory time off that shift without adversely affecting staffing levels.

A request for 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 Sergeant to 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 Sergeant 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 or more, except for the required cash out at the end of the fiscal year. All compensatory time off that has not been used as of the end of the fiscal year (April 30) shall be cashed out by check, thus reducing all compensatory time off banks to zero as of the beginning of the next fiscal year.

### **Section 5.7 Shift Preferences**

Sergeants may submit shift assignment preferences for the following year by submitting such preferences in writing to the Police Chief or his designee before

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November 1 of the year preceding the year in which such assignments are to be effective. In making shift assignments, the Police Chief or his designee shall consider all requests, and shall give consideration to a number of factors, including job, assignments, skill, expertise, and the relative seniority of Sergeants making requests for the same shift. The Police Chief or his designee shall retain the right to make final decisions on shift assignments, provided 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 Sergeants to shifts other than the shifts to which they were initially assigned for reasons having to do with operational needs of the Department, such as the need for closer supervision to rectify a disciplinary or performance problem with a particular Sergeant. A Sergeant shall be given as much advance notice as practical before being transferred and shall not be transferred for arbitrary, capricious, or discriminatory reasons.

### 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 sergeants in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, or Chapter membership. The Chapter shall share equally with the Village the responsibility for applying this provision of the Agreement.

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

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

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

### **Section 6.2 Seniority and Continuous Service**

For purposes of this Agreement, seniority for non-probationary Sergeants shall be based on time in rank as sworn Sergeants in the Police Department. Seniority shall date from original date of promotion 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. For purposes of this Agreement, "continuous service" means unbroken service from date of hire as a sworn police officer by the Village of Carpentersville.

If a Sergeant should resign voluntarily and later be rehired, seniority and continuous service 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 Sergeants within the Police Department shall be required to reside within thirty-five (35) miles of the Village limits.

**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 Chapter bulletin boards. Rules and regulations will not be enforced in an arbitrary or capricious manner.

The Village further agrees to furnish each Sergeant with a copy of all existing work rules within thirty (30) days after they become effective.

Rules, and changes in rules, may be provided to Sergeants 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 Sergeant replacement value 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.

ARTICLE VII

GRIEVANCE PROCEDURE

Section 7.1 Definition

A grievance is defined as a difference of opinion between a Sergeant 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 Sergeant 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 Sergeant 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 Sergeant must, within ten (10) working days of the occurrence of the event giving rise to the grievance, file a written grievance with the Commander of the Bureau to which he is assigned. The Bureau Commander shall have five (5) working days in which to file a written response to the Sergeant. If the written grievance so requests, and the Bureau Commander so agrees in writing, this Step may be bypassed and the grievance forwarded directly to Step 3. If Step 2 is bypassed, the Bureau 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 Sergeant 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 Sergeant (and, if he so desires, the Chapter Steward and the Grievance Committee) and the Chief of Police,

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the Sergeant, the Bureau 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 Sergeant within ten (10) working days of such meeting.

Step 4: If the grievance is not settled in Step 3, the Sergeant may, within five (5) working days of receipt of Step 3 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 Sergeant. Either party may tape record the meeting in Step 4 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 Sergeant and/or the Chapter 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 Chapter 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 Federal Mediation and Conciliation Service (FMCS) to submit a panel of arbitrators who are members of the National Academy of Arbitrators and have offices in Illinois, and the arbitrator shall be selected by means of striking procedure pursuant to which the loser of a coin flip will strike first. 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 Chapter. Each party, however, shall be responsible for compensation of its own representatives and witnesses, including, in the case of the Chapter, employee witnesses and/or non-

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witnesses subpoenaed or requested to be at the hearing by the Chapter 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 Chapter, its officers and agents, and the Sergeants covered by this Agreement agree not to instigate, promote, sponsor, engage in, or condone any strike,

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slowdown, concerted stoppage of work, or any other intentional interruption of operations. The Village will not lock out any Sergeant as the result of a labor dispute with the Chapter.

### ARTICLE IX

#### CONDUCT OF SERGEANTS

##### Section 9.1 General Conduct

Sergeants 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 Sergeants 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.

##### Section 9.2 Supervisory Responsibilities

The Sergeants agree that they will carry out their supervisory responsibilities in the interests of the citizens and government of the Village of Carpentersville and its Police Department without regard to the union affiliation or status of the employees they supervise.

### ARTICLE X

#### WAGES

Wage schedules for Sergeants, showing hourly wage rates to be paid to Sergeants for the duration of this Agreement, are set forth along with the Educational Incentive Plan for Sergeants 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 drug and alcohol testing policy, as it applies to Sergeants, shall be as set forth in Appendix B to this Agreement.

**ARTICLE XIII**

**CHAPTER REPRESENTATIVES**

Upon giving notice to and receiving permission from his supervisor, which permission shall not unreasonably be withheld, a Chapter representative shall be excused from his regular duties for a reasonable period of time, without loss of pay, for the purpose of representing Sergeants 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 XIV

LABOR-MANAGEMENT MEETINGS

Section 14.1 Meeting Request

The Chapter 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 Chapter 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 meeting and shall be limited to:

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

Section 14.2 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 14.3 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 a Sergeant, and

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provided that no overtime liability shall be incurred as a result of such attendance. Sergeants 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 Chapter shall attend these meetings, schedules permitting.

### ARTICLE XV

#### PENSION PICKUP

##### Section 15.1 Pickup of Sergeants' 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 Sergeants' contributions required by 40 ILCS 5/3-125.2 for all salary earned after the effective date of this Agreement. 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 4 14(h) of the IRC, that these contributions are not included as gross income of the Police Sergeants 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 15.2 Indemnification

The Chapter shall indemnify, defend, and hold the Village, its officers, officials, agents and employees harmless against any claim, demand suit or liability (monetary or

## EXHIBIT "A"

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 XV.

### ARTICLE XVI

#### TERM

This Agreement shall be effective upon execution and shall remain in effect until the thirtieth day of April, 2010.

This Agreement shall automatically be renewed from and after the thirtieth day of April, 2010 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, 2010 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, 2010, 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 15<sup>th</sup>  
day of June, 2010.

FOR THE VILLAGE:

\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION:

[Signature]  
[Signature]  
[Signature]  
Joseph Andalina, MAP President

APPENDIX A

WAGE SCHEDULES

Section A.1 2009-2010 Wage Schedule  
Hourly Pay Range Steps Effective May 1, 2009  
(2% across the board)

	1	2	3	4
Sergeant	37.77	39.25	40.86	42.90
Sergeant with Educational Incentive	39.84	41.43	43.14	45.29

EDUCATIONAL INCENTIVE PLAN

Sergeants shall receive the five percent (5%) educational incentive pay step identified above when a Sergeant 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 of 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 Sergeant 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 under the provisions of this Agreement.

## 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 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 Chapter 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.

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.

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### 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, 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 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.

### Section B.3 Prohibitions

Police officers shall be prohibited from:

Consuming or possessing alcohol or proscribed drugs (drugs proscribed by the Controlled Substances Act) 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.

Using, selling, purchasing or delivery of any proscribed drug during the work day or when off duty.

Being under the influence of alcohol or proscribed drugs during the course of the work day.

Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

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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 Provena St. Joseph Occupational Health Unit. 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 Chapter shall have the right to have a Chapter representative present at the test site, provided that the Chapter 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 Drug Task Force, and upon his return to duty with the Department;

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- (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; or
- (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. 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 employee's 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

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request a meeting with the Chief, with or without Chapter 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"). If the employee invokes this option, the test results shall not be made available to the Village.

Except where the employee invokes the 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

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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 no later than two years after the date of the test, unless the employee has tested positive on another occasion within the two-year period.

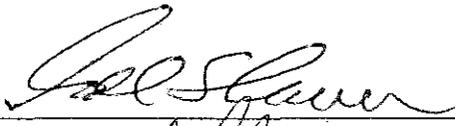
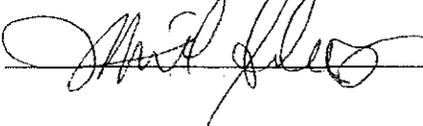
EXHIBIT "A"

**MEMORANDUM OF AGREEMENT BETWEEN THE  
VILLAGE OF CARPENTERSVILLE AND  
METROPOLITAN ALLIANCE OF POLICE, CHAPTER #379, SERGEANTS**

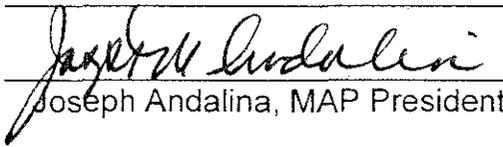
Having concluded negotiations for the 2009-2010 Collective Bargaining Agreement between the Village of Carpentersville and Chapter #379 of the Metropolitan Alliance of Police, within the sixty (60) day window period for giving notice of a desire to modify the Agreement, the parties agree that the automatic renewal provision contained in Article XVI shall not apply to negotiations for a successor agreement to the 2009-2010 Agreement, and that either party shall be free to seek modifications in the 2009-2010 Agreement for purposes of future negotiations concerning terms and conditions to apply to the 2010-2011 contract year and/or succeeding contract years.

FOR THE UNION:

FOR THE VILLAGE:

  
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\_\_\_\_\_

  
\_\_\_\_\_  
Joseph Andalina, MAP President

Dated: 6/15/10

Dated: \_\_\_\_\_