



**VILLAGE OF PINGREE GROVE**

**ORDINANCE NO. 2020-O-04**

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**AN ORDINANCE ADOPTING AND APPROVING A COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE VILLAGE OF PINGREE GROVE AND THE METROPOLITAN ALLIANCE OF POLICE, CHAPTER #564**

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PASSED BY THE PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF PINGREE GROVE, KANE COUNTY, ILLINOIS  
THIS 3<sup>RD</sup> DAY OF FEBRUARY, 2020.

PUBLISHED IN PAMPHLET FORM BY AUTHORITY  
OF THE PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF PINGREE GROVE, KANE COUNTY, ILLINOIS  
THIS 3<sup>RD</sup> DAY OF FEBRUARY, 2020.

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**WHEREAS**, the Village of Pingree Grove is not a home rule municipality within Article VII, Section 6A of the Illinois Constitution and, pursuant to the powers granted to it under 65 ILCS 5/1-1 *et seq.*; and,

**WHEREAS**, the Illinois Labor Relations Board has recognized Chapter #564 of the Metropolitan Alliance of Police ("MAP"); and,

**WHEREAS**, the Village of Pingree Grove wishes to adopt a Collective Bargaining Agreement with MAP, in furtherance of Village obligations under the Illinois Labor Relations Act; and,

**WHEREAS**, the Village of Pingree Grove Board of Trustees have determined that this agreement is necessary and advantageous and supports the public health, welfare, safety and morals of the public;

**NOW, THEREFORE, BE IT ORDAINED** by the corporate authorities of the Village of Pingree Grove:

**SECTION ONE: AGREEMENT APPROVED AND ADOPTED:**

The Village Board does hereby adopt and approve the Collective Bargaining Agreement with the Metropolitan Alliance of Police, Chapter #564, substantially in the format attached hereto as Exhibit A ("the Agreement"), subject to such amendments as shall be acceptable to the Village President with the recommendation of Village staff. Upon and after execution, Village staff are authorized and directed to comply with the provisions of the Agreement.

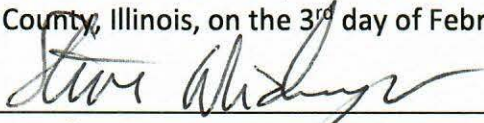
**SECTION TWO: GENERAL PROVISIONS.**

**REPEALER:** All ordinances or portions thereof in conflict with this Ordinance are hereby repealed, amended to be consistent with this requirement, or superseded by this requirement.

**SEVERABILITY:** Should any provision of this Ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions will remain in full force and effect the same as if the invalid provision had not been a part of this Ordinance.

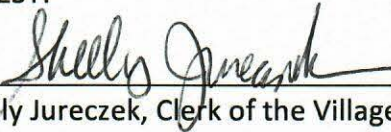
**EFFECTIVE DATE:** This Ordinance shall take effect as provided for under Illinois law.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Pingree Grove, Kane County, Illinois, on the 3<sup>rd</sup> day of February, 2020.



Steve Wiedmeyer, President of the Board of Trustees  
of the Village of Pingree Grove

ATTEST:



Shelly Jureczek, Clerk of the Village of Pingree Grove



	Aye	Nay	Absent	Abstain
President Steve Wiedmeyer				
Trustee Patricia Dulkoski	X			
Trustee Joseph Hirschbein	X			
Trustee Amber Kubiak	X			
Trustee Charles Pearson	X			
Trustee Luke Hall	X			
Trustee Raúl Lemus	X			

FINAL 02/03/2020

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN THE**  
**METROPOLITAN ALLIANCE OF POLICE, CHAPTER #564,**  
**THE VILLAGE OF PINGREE GROVE**

**AGREEMENT DATES**  
**5/1/2019 THROUGH 5/1/2023**



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**PREAMBLE**

This Agreement entered into by the Village of Pingree Grove, Kane County, Illinois, an Illinois Municipal Corporation, hereinafter referred to as “the Employer,” or “the Village,” and the Metropolitan Alliance of Police Pingree Grove Chapter #564, hereinafter referred to as “the Chapter,” is intended to promote harmonious and mutually beneficial relations between the Employer and the Chapter, and is set forth herein the basic and full agreement between the parties concerning rates of pay, wages and other conditions of employment for full-time police officers, including probationary police officers, below the rank of Sergeant, and of the Village of Pingree Grove, as defined herein below and hereinafter referred to as “Officers,” or “employees”, or when the context requires a singular noun, as “Officer” or “employee”.

**ARTICLE I**  
**RECOGNITION**

**Section 1.1. Recognition:**

Pursuant to an election and certification by the Illinois Labor Relations Board under Case No. S-RC-19-015, dated October 4, 2018, and the certification issued thereon to the Chapter by the State of Illinois Labor Relations Board, the Employer recognizes the Chapter as the exclusive bargaining agent for the purpose of establishing wages, hours, and other conditions of employment for all full time Police Officers below the rank of Sergeant employed by the Village of Pingree Grove, and excluding all sworn police officers in the rank of Sergeant and above, all part time police officers, and employees excluded from the definition of “peace officer” as defined in Section 3(k) of the Illinois Public Labor Relations Act, and all other management, supervisory, confidential, and professional employees as defined by the Act, as amended. None of the provisions of this Agreement shall be construed to require either the Employer or the Chapter to violate any Federal or State Laws. The Chapter recognizes the Village’s right to employ and utilize part-time police officers in a manner that comports with the provisions of this agreement and to the extent allowed by law. In the event any provisions hereof or hereinafter stated shall conflict with any such law, such provision shall be modified to the extent necessary to conform to said laws.

The Parties further recognize that at the time of approval of this Agreement, the Village was not obligated to have or maintain a Board of Fire and Police Commissioners. Accordingly, during any period of this Agreement where the Village is not required to have or maintain such a Board, any reference thereto shall be deemed to refer to the Village official(s) designated by the Village for the performance of the activities specified. During any period where the Village does have and maintain such a Board, the references shall refer to the Board where the activities are of a nature that the Board is legally required to perform such services.

**Section 1.2. Probationary Period:**

As established by the Village’s Board of Trustees and/or Board of Fire and Police Commissioners, the probationary period for Officers is twelve (12) calendar months in duration



from the date of graduation from the Academy, or if no Academy training is required, twelve (12) calendar months from the starting date of employment.

The Chief of Police shall have the authority to extend the probationary period for a police officer for up to an additional six (6) calendar month period if in the Police Chief's opinion the extension is warranted. Nothing herein shall be construed to modify the Village Board of Trustees and/or Board of Fire and Police Commissioners' authority to set or modify probationary periods. During the probationary period, an officer is subject to discipline, including discharge, without cause and with no recourse to the grievance procedure or any other forum. It is further agreed that probationary police officers shall be entitled to all other rights, privileges, and benefits conferred by this agreement except as previously stated, or as otherwise provided in this Agreement.

**Section 1.3. Fair Representation:**

The Chapter recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit and included in this bargaining agreement, whether or not they are members of the Chapter.

**Section 1.4. Gender:**

Wherever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

**Section 1.5. Chapter Officers:**

For purposes of this Agreement, the term "Chapter Officers" shall refer to the Chapter's duly elected President, Vice-President and Treasurer.

**ARTICLE II**  
**DEFINITIONS**

As used herein, the following definitions apply:

1. "Chapter" shall refer solely to Pingree Grove Police Chapter #564 as certified by the Illinois Labor Relations Board in Case No. S-RC-19-015, dated October 4, 2018.
2. "Compensated Time" shall refer to hours actually worked by an employee subject to the terms herein as well as vacation time, holiday time, sick time, personal time, and compensatory time. The definition of Compensated Time herein shall not affect the calculation or determination of what time constitutes pensionable time as required by law. Further, Compensated Time shall be based upon hours actually worked (or compensatory time earned at a rate of 1.5 times the hours actually worked), and in no event shall Compensated Time be pyramided through the combination of multiple types of paid or benefit time accruing to an officer.
3. "Union" shall refer to the Metropolitan Alliance of Police.

4. "Village" shall refer to the Village of Pingree Grove.

### **ARTICLE III** **MANAGEMENT RIGHTS**

#### **Section 3.1. Management Rights:**

Except as specifically limited by the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, services and missions of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to establish specialty positions; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to contract out for goods and services; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders, policies and procedures as defined in Police Standard Operating Procedures and/or the Village Personnel Manual or other applicable Village codes, policies, ordinances or regulations; to lay off members for reasons determined appropriate by the Village; to evaluate employees; to establish performance standards for employees; to discipline, suspend and discharge non-probationary employees for just cause, probationary employees without cause; to change or eliminate existing methods, equipment or facilities or introduce new ones; to determine training needs and assign employees to training; to determine internal investigation procedures; to take action 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. It is the sole discretion of the Village President to determine that civil emergency conditions exist which may include, but not be limited to, riots, civil disorders, tornado conditions, floods or other natural or manmade catastrophes. In the event of such emergency action, the provisions of this Agreement, other than compensation provisions, may be suspended, if necessary, provided that all provisions of the Agreement shall be immediately reinstated once the local disaster or emergency condition ceases to exist; and to carry out the mission of the Village.

#### **Section 3.2. Illinois Public Labor Relations Act:**

This Article does not diminish or restrict the right of the Chapter to contest or negotiate any changes made by the employer in regard to wages, benefits or conditions of employment as described by the Illinois Public Labor Relations Act nor the right of the employer to make such changes except as proscribed herein.

### **ARTICLE IV** **LAYOFF**

#### **Section 4.1. Layoff:**

Where there is an impending layoff with respect to the employees in the bargaining unit, the Employer shall inform the Chapter and the Union in writing no later than thirty (30) calendar days prior to such layoff, except under emergency circumstances. The Employer will provide

the Chapter and the Union with the names of all employees to be laid off prior to the layoff. Probationary employees and temporary employees shall be laid off first, then employees shall be laid off in accordance with their seniority. The employees with the least amount of seniority shall be laid off first.

No employee will be hired to perform those duties normally performed by an employee while that employee is on layoff status.

Any employee who has been laid off shall be placed on the appropriate reinstatement list and shall be recalled on the basis of seniority in the police department.

**Section 4.2. Recall:**

Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) calendar months. If there is a recall, employees who are still on the recall list, and are still qualified to return to work as a police officer, shall be called in the inverse order of their layoff. The employees who are eligible for recall shall be given thirty (30) calendar days' notice of recall. Notice of recall shall be sent to the employee by certified or registered mail, return receipt requested, with a copy to the Chapter President. The Chief of Police or his designee must receive written notice by the employee of his intention to return to work within seven (7) business days after dispatching notice of recall. The Village shall be deemed to have fulfilled its obligation by mailing the recall notice by certified or registered mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Chief of Police or his designee with his latest mailing address. If an employee fails to respond to the recall notice within the required seven (7) business day period, his name shall be removed from the recall list.

**ARTICLE V**  
**NO STRIKE CLAUSE**

**Section 5.1. No Strike Clause:**

Neither the Chapter nor any officers, agents or employees will instigate, promote, sponsor, engage in or condone any strike, work stoppage or work slowdown in violation of Illinois Public Labor Relations Act (5 ILCS 315/). Any employee who participates in a strike, work stoppage or slowdown, in violation of the Illinois Public Labor Relations Act shall be subject to discipline by the employer as provided in the Act.

**Section 5.2. No Lockout:**

The Village will not lock out any employee during the term of this Agreement as a result of a labor dispute with the Chapter, provided that the Village may take action to limit or restrict access to its facilities or portions thereof by any member of the Chapter where the Chief of Police determines that such access restrictions are necessary for the appropriate operation of the Village, where such access restrictions do not impair the ability of employees to perform their duties while on-shift.

**Section 5.3. Judicial Restraint:**

Nothing contained herein shall preclude the Village or the Chapter from obtaining judicial restraint and damages in the event the other party violates this Article.

**Section 5.4. Discipline of Strikers:**

Any employee who violates the provisions of Section 5.1 of this Article may be subject to disciplinary action, including discharge. The Village retains all rights set forth in Section 17(b) of the Illinois Public Labor Relations Act.

**ARTICLE VI**  
**COMPENSATION, OVERTIME AND HOURS OF WORK**

**Section 6.1. Compensation:**

Compensation of covered employees shall be paid according to Appendix "A" attached hereto and by reference incorporated herein. Any then-current members of the Union, at the time of execution of this Agreement, shall be entitled to back-pay based on this scale from May1, 2019 through the date of execution hereof. In addition, such members shall receive a one-time, initial agreement signing bonus of \$300 (which signing bonus is non-precedential and shall not apply in any future agreements or extensions thereof). Both the back-pay and signing bonus shall be paid within forty-five (45) days of the date of execution.

**Section 6.1.1 7G Rate:**

The Parties agree and acknowledge that the Employer may designate special, non-shift assignments from time to time, which assignments shall be payable at the 7G rate specified in Appendix A, without regard to any otherwise applicable rate of compensation for regular time work, overtime work, compensatory time work or otherwise. Without limitation, such 7G work may include reimbursable security details at public or private events, traffic direction work, state-reimbursed special details (e.g. Illinois Department of Transportation or Illinois State Police funded special details) or other work which is legally eligible for 7G status under the Fair Labor Standards Act. Any work designated as 7G work shall be compensated solely at the 7G rate and shall not affect the officer's accumulation of straight time, overtime or compensatory time (i.e. 7G shall be separately tracked and accumulated). No Officer shall apply for 7G work if doing so would render him unable to perform his regularly scheduled duties without a violation of a provision of this Agreement (e.g. limit on hours per week) or applicable law. The 7G rate work shall comply with Section 7(g) of the FLSA, 29 USC §207(g).

The Parties agree that the 7G rate may be imposed by and between the parties by virtue of a written agreement, and that the services contemplated under the 7G rate are of a different nature or character than the services customarily performed by members during the course of their normal duties. In order to impose a 7G rate, the Parties may enter into a side letter agreement.



**Section 6.2. Normal Work Hours:**

For the purposes of shift bidding, the year will be divided into three portions, or trimesters, with the first trimester including the months of January, February, March and April, the second trimester including the months of May, June, July and August and the third trimester including the months of September, October, November and December. Non-probationary officers will bid for shift assignments, with the most senior officer bidding first, selecting his shift position in each of the three trimesters, followed by the second most senior officer selecting his position in each of the three trimesters and so forth.

The normal workday shall be an eight (8) hour shift format and shall include a thirty (30) minute paid meal period and two (2) fifteen (15) minute paid breaks each shift, subject to emergency work duties. The normal work cycle shall be fourteen (14) days. Officers shall normally work a five (5) day on, two day (2) off rotation, unless an alternative schedule is mutually agreed upon by the Chapter and the Village.

Any hours of compensated time during a normally scheduled 14-day work cycle that are in excess of the work cycle limitations described in Section 6.5 below, shall constitute overtime and shall be paid (in cash or compensatory time, at the employee's election) at the rate of one and one-half (1½) times the employee's current rate of pay (other than work subject to payment at the 7G rate contemplated herein).

The Employer reserves the right to implement alternate shift lengths (e.g. 10 or 12 hour shifts), in which instance the benefits afforded herein on a per-shift basis or per-day basis shall be recalculated based upon actual hours worked within a shift, and to determine the timing and duration of each shift, and the schedule of days on vs. days off shall be adjusted to maintain the officer's days of work as contiguous wherever possible.

No full-time officer subject to this Agreement shall work more than sixteen (16) hours per shift nor more than sixty-four (64) hours per week, and such time officer shall bid to work any overtime, 7G or other assignment or shift in excess of such limits. The Chief of Police or designee reserves the right to waive this limitation and/or to require work in excess of such limits during any period of public emergency.

**Section 6.3. Part Time Officer Utilization:**

The Employer shall limit the usage of sworn, part-time police officers not to exceed more than one hundred and twenty (120) hours per week (total utilization of all sworn, part-time officers combined). This limit shall not apply: 1) during any time of a public safety emergency; 2) during any week which incorporates a Village-wide special event such as the Village's Independence Day celebration; 3) to work subject to the 7G rate described herein in Section 6.1.1.

The Parties acknowledge that the Employer, at any given time, has an authorized force strength for full-time police officers subject to this Agreement. Based upon the authorized force strength, the Employer shall calculate the total number of full-time officer hours that would customarily be scheduled during any one-week period (referred to herein as the "Estimated Full-

Time Officer Hours”). The one hundred and twenty (120) hours per week limit shall further be increased by a 1:1 ratio for any reduction in actually available full-time officer hours, as compared to the Estimated Full-Time Officer Hours calculation, within any given week, regardless of the reason for the reduction in actually available full-time hours (including but not limited to illness, vacation, use of other paid time off, injury, suspension or resignation, among other causes). For example, and without limitation, if the Village has an authorized force strength of 4 full-time officers and would ordinarily calculate 160 hours of Estimated Full-Time Officer Hours (40 hours per full-time officer), and if a full-time officer takes 8 hours of vacation time, the 120 hour part-time officer limitation for that week would increase to 128 hours. This does not alter any applicable provisions on bidding for overtime opportunities.

**Section 6.4. Call Back:**

An employee called back to work after having left work, or while otherwise off-duty, shall be compensated for a minimum of two (2) hours pay, unless the time extends to his/her regular work shift, in which case the employee will be compensated only for the actual time worked outside his regular shift, or one (1) hour, whichever is greater. The minimum shall be paid at the affected officer’s overtime rate of pay. If the employee who is called back works for more than two (2) hours, he shall be compensated for the actual time worked. Employer reserves the management right to engage in call back, and to assign covered employees to work or perform services on behalf of the Village from time to time.

**Section 6.5. Overtime:**

All covered employees are eligible for overtime compensation. Overtime policies shall be in compliance with Section 533.230 of Title 29 of the Code of Federal Regulations. For the purposes of computing overtime all “Compensated Time” shall be considered any paid benefit time or time actually worked (other than 7G time as noted above).

When overtime assignments for full shift shortages (defined as full duty shift which is below minimum manpower standards and requires the continuation of an on-duty Police officer covered by this Agreement) are not filled on a voluntary basis and it becomes necessary to order an Officer to work, the Officer shall be chosen by reverse seniority. Provided, however, no Officer shall be ordered to work more than one (1) shift holdover consecutively (e.g., an Officer is ordered to work afternoon shift, that Officer would be exempt from being ordered to work the following shift (midnights)).

Employees will be paid overtime compensation for attending school or training sessions where attendance is required by the Village and is not scheduled during their normal work hours and/or shift, where such training sessions result in the employees working more than 80 hours within a specified pay period. The Village may change the Officer’s schedule to facilitate the Officer’s attendance in required school or training sessions, provided that the Village notify the Officer of such change seven (7) days prior to the beginning of the school or training session. All overtime shifts that arise with more than seven (7) days’ notice will be offered to full-time officers first, based on seniority, and if such officers do not accept the overtime shifts or do not respond to the offer of such shifts, the overtime shifts may be assigned to any officer based on

the Employer's discretion. All overtime shifts which arise with seven (7) or fewer days' notice shall be assigned at the Employer's discretion.

The Village shall compute overtime accumulations based upon either a 14-day calculation cycle or a 28-day calculation cycle, utilizing the then-current straight-time pay limits established by the United States Department of Labor (it being acknowledged that the current limit is 171 hours of straight time work within a 28-day period).

**Section 6.6. Court Time:**

Any Officer who is required to appear in court on behalf of the Village on off-duty hours shall be compensated for a minimum of three (3) hours pay at the Officer's applicable overtime rate of pay.

**Section 6.7. Work Breaks:**

Breaks may be taken at the discretion of the supervisor, for reasonable intervals, at reasonable times, and with such other units as the supervisor may deem reasonable. The supervisor shall ensure that adequate coverage exists at all times during break periods. The break period is considered on-duty time, and personnel are considered to be available for any assignment during any break period.

**Section 6.8. Shift Assignments:**

An Employee shall be permitted to exchange shifts with another Employee subject to the approval of the Chief of Police or his designee. Employees shall be permitted to exchange shifts provided that all of the following conditions are met:

1. The change does not result in additional overtime compensation being paid to any of the Employees involved in the shift change and does not result in any reduction of officer coverage or other similar condition that would result in the generation of overtime hours for any other Village police officer (i.e. results in complete coverage of the shifts of both officers involved in the exchange, without incurring any overtime).
2. The Employee changing shifts will forfeit seniority for vacation picks only on the new shift.
3. The Village is provided at least seven (7) days' written notice of the proposed shift exchange.
4. The shift exchange does not result in the Village not having a given specialized skill or qualification available at a time required by the Village and accommodated by the original schedule (e.g. availability of an FTO or K9 officer).

**Section 6.9. Meetings:**

Any Employee required to be at a departmental meeting during their non-working or non-shift hours shall be compensated for actual time attending said meeting with a minimum of two hours (2) of compensation. Such compensation shall be at the overtime rate of pay if it causes the officer to exceed the Department of Labor standards based upon a 28-day overtime period.

**Section 6.10. Compensatory Time:**

In lieu of overtime pay, an Officer may earn compensatory time. Compensatory time shall be earned at a rate equal to one and one-half (1½) of the regular base pay hours for each overtime hour worked over the pay period.

An Officer may accrue and bank up to a maximum of eighty (80) hours of compensatory time. Once the eighty (80) hour limit on compensatory time accumulation has been reached, all overtime worked in excess of that limit shall be compensated by overtime pay. On the first pay period after December 31<sup>st</sup> of each year, any or all of the compensatory time in each Officer's bank may, at the Officer's election, be paid out as part of the officer's next paycheck.

Scheduling for compensatory time shall be in accordance with 29 USC §207(o)(5) of the Fair Labor Standards Act.

**Section 6.11. Specialty Pay for FTO Duties:**

An officer assigned as a field training officer (FTO) shall be compensated at a rate of one (1) hour of straight pay for each complete shift during which he serves as an FTO for a probationary officer. In order for an officer to be eligible for this specialty pay provision, the officer must be a certified FTO.

**Section 6.12. Specialty Pay for OIC Duties:**

During periods in which an officer in the position of Sergeant or higher is not on duty or within the confines of the Village of Pingree Grove, a non-probationary full-time officer may from time to time be designated to serve as officer in charge (OIC) by Employer. However, there shall be no additional compensation awarded for OIC duty.

**ARTICLE VII**  
**CHAPTER SECURITY AND DUES CHECK-OFF**

**Section 7.1. Dues Deductions:**

Upon receipt of proper written authorization from an employee, the Employer shall deduct each month's Chapter dues in the amount certified by the Treasurer of the Chapter from the pay of all employees covered by this Agreement who, in writing, authorize such deductions. Such money shall be submitted to the Chapter or the Metropolitan Alliance of Police within fifteen (15) calendar days after the deductions have been made.



**Section 7.2. Revocation of Dues:**

A Chapter member desiring to revoke the dues checkoff may do so by written notice to the Employer at any time upon thirty (30) calendar days' notice.

**Section 7.3. Bulletin Boards:**

The Village shall provide the Chapter with designated space on a bulletin board, for posting of Chapter announcements, seniority roster, and other items of legitimate Chapter business.

**Section 7.4. Labor-Management Meetings:**

The Chapter and the Employer agree that, in the interest of efficient management and harmonious employee relations, meetings will be held between Chapter representatives and responsible representatives of the Employer. The Village in its sole discretion shall determine its representatives at such meetings. Such meetings will be held at least twice annually, and additional meetings will be held if mutually agreed between the Chapter and the Employer. Such meetings may be requested by either party at least fourteen (14) calendar days in advance by delivering a written request to the other for a "labor-management meeting" and providing the agenda for such meeting. Such meetings, times and locations shall be limited to all of the following conditions:

- a) discussion on the implementation and general administration of the Agreement;
- b) sharing of general information of interest to the parties; and
- c) safety issues.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "labor-management meetings," nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried out at such meetings. The failure of the parties to hold or conduct labor-management meetings as contemplated herein shall not constitute a breach of this Agreement.

Attendance at labor-management meetings shall be voluntary on the employee's part. Attendance shall not interfere with required duty time.

**ARTICLE VIII**  
**VACATION**

**Section 8.1. Eligibility and Allowances:**

All new Officers shall be eligible for paid vacation time, accrued based upon the schedule described herein. There shall be no initial allotment or proration of vacation time upon hire.

**Section 8.2. Scheduling:**

Employees shall be allowed to take accrued vacation time. Vacation time requests shall not be unreasonably denied and shall not be denied solely for the purpose of avoiding overtime. Vacation requests shall be granted on the basis of their seniority. Sign up for annual vacations will be according to Police Department policy but must be conducted within thirty (30) to sixty (60) days prior to January 1 of the year in which the vacation time will be used. A sign-up sheet will be posted providing each employee a date on which to select vacation. Dates will be selected in increments of three (3) days at a time. Vacation will be assigned according to seniority with the most senior employee being assigned the first date. Employees may not sign up prior to their assigned date unless all employees ahead of them have either signed up or waived their selection. Employees who miss their sign-up date may sign up at their earliest opportunity, however, no bumping will be allowed. Employees not selecting their vacation during the sign-up period may still request vacation at any time, however, no bumping will be allowed.

Earned vacation days may be taken at any time during the calendar year. Each employee has an annual vacation accrual entitlement based upon their years of service to the Village of Pingree Grove Police Department as a full-time officer. A maximum of one hundred and fifty percent (150%) of an individual officer's then-current annual allotment of vacation time may be carried over to the following calendar year. Vacation hours in excess of this limit cannot be rolled over and will be paid out to the Officer at the Officer's regular rate of pay.

Vacations selected during the initial bid period shall have priority over all other leave time and training. Vacations taken in five (5) or more consecutively scheduled work day intervals shall be allowed to include the member's regularly scheduled days off, occurring immediately before and/or after such vacation (e.g. a member whose regular vacation days are Monday and Tuesday may take an approved five (5) day use of vacation time off from Wednesday through Sunday, and may take the member's regularly scheduled days off of Monday and Tuesday to extend such vacation to seven (7) days). Where a member seeks to utilize regularly scheduled vacation days to extend a vacation as contemplated herein, the member shall indicate such intention at the time of submitting a vacation request.

Employer reserves the right to block up to ten (10) days per calendar year from the permitted vacation schedule.

Employees who request to take more than 120 hours of vacation within any sixty (60) day period may be required to schedule such vacation over a longer period of time. No negative balance of vacation accruals shall be permitted. Vacation time is time off at the employee's regular rate of pay, and does not include any overtime, holiday pay or special forms of compensation.

**Section 8.3. Accrual Schedule:**

Vacation leave shall be earned during the year, January 1 to December 31. Officers may register for vacation before it is earned, but no vacation can actually be taken until after it is earned. Vacation time will accrue at the following rates:

For less than one (1) year of service (prorated)	40 hours
Following completion of one (1) year of service	40 hours
Following completion of 2 <sup>nd</sup> , 3 <sup>rd</sup> , 4 <sup>th</sup> and 5 <sup>th</sup> year of service	80 hours
Following completion of 6 <sup>th</sup> through 10 <sup>th</sup> year of service	120 hours
Following completion of 11 <sup>th</sup> through 19 <sup>th</sup> year of service	160 hours
Following completion of the 20 <sup>th</sup> year of service	200 hours

Such hours shall accrue on a per-pay period basis. Assuming biweekly pay periods, 40 hours per year of vacation shall accrue at a rate of 1.53 hours per pay period, and all accruals greater than 40 hours shall accrue at the calculated multiple thereof.

**Section 8.4. Accumulation:**

Vacation credit shall not be accumulated during any layoff period, nor shall vacation credit be accumulated during an unpaid leave of absence.

**Section 8.5. Village Emergency:**

In case of a natural or civil emergency, the Village President or the Police Chief may cancel and reschedule any or all approved vacation leaves in advance of their being taken, and/or recall any employee from vacation in progress.

**ARTICLE IX**  
**HOLIDAY AND PERSONAL TIME**

**Section 9.1. Holiday:**

Holiday recognition and designation shall be set by the Village. Effective upon execution of this Agreement, the following ten (10) days are holidays with pay for Officers of the Pingree Grove Police Department:

New Year's Day	Independence Day
President's Day	
Memorial Day	Labor Day
Thanksgiving Day	Day After Thanksgiving
Christmas Eve Day	Christmas Day
New Year's Eve Day	

**Section 9.2. Holiday Pay:**

- a. Officer shall accrue eight (8) hours of holiday pay for each above listed holiday which passes during their period of full-time employment.
- b. Officer's regularly scheduled to work, and who are actually working on the above listed holidays, will be paid at one and one-half (1½) times the Officer's regular hourly rate for

the first eight (8) hours worked. Any hours worked in excess of eight (8) hours, or any hours worked as a result of an Officer being held over, called back, or assigned to work the holiday on the Officer's regularly scheduled day off, shall be paid at two (2) times the Officer's regular hourly rate.

- c. Accrued Holiday Time should ordinarily be used in the year in which it is accrued. The Village shall not unreasonably deny an Officer's request for the use of Holiday Time. Should the Officer request the use of Holiday time, and should the Officer's requests for the use of Holiday Time be denied in a manner that precludes the Officer from actually using his Holiday Time, the Village shall pay the Officer for all hours of Holiday Time remaining in the Officer's bank on July 1 of the year following the year in which the time was accrued. Such payment shall be at the Officer's regular hourly rate, and shall appear on the first payroll of the new year.

### **Section 9.3. Personal Time:**

Each full-time employee with one or more years of full-time service on May 1, 2019 will receive a bank of two (2) eight (8) hour days (16 hours) of personal time off with pay. The bank will be replenished each subsequent year with two (2) eight (8) hour days (16 hours) of personal time off with pay. Employees who on May 1, 2019 (and/or each subsequent year) have less than one year but more than six months of service will receive one (1) eight (8) hour day (8 hours).

Personal Time must be used in a minimum of four (4) hour increments. Requests to schedule personal time off shall not be unreasonably denied and, except in an emergency, shall be made a minimum of three (3) calendar days ahead of time.

The personal leave days must be used by January 1 of the following year or it will be lost; it cannot be carried over from year to year and is not reimbursable.

## **ARTICLE X** **LEAVE OF ABSENCE**

### **Section 10.1. Absence from Work:**

All absences from work, including absence due to illness or injury, must be reported to the Supervisor in charge at least two (2) hours prior to the Officer's assigned working shift unless the nature of the absence makes notification within the two (2) hour time frame impracticable. Employer reserves the right to require the provision of doctor's notes from a licensed medical doctor (MD), for any absence of two consecutive days or longer, for any absence that immediately precedes or immediately follows a planned absence or vacation, for any absence that occurs during a state of emergency or recall, for any absence that occurs on a date which the employee had previously requested and been denied use of any paid time off, during a date that has been blocked from vacation scheduling pursuant to this agreement, or for any employee who has used more than four (4) sick days in the three (3) months preceding the date of use of a sick day.

**Section 10.2. Sick Leave:**

An employee shall be entitled to sick leave due to any one of the following:

- a. The Officer is suffering from an illness, injury, or medical condition rendering the Officer unable to competently and safely perform the tasks required of a Pingree Grove Police Officer.
- b. Quarantine of an Officer by a physician;
- c. Illness or injury of an immediate family member of the Officer (an immediate family member shall be a spouse, parent, child, or step child, when that person resides with the Officer or the Officer's presence is otherwise necessary);
- d. Any purpose within the guidelines of the Family Medical Leave Act at such time that it becomes applicable to the Village, if ever;
- e. Where an employee is unable to schedule a medical or dental appointment outside normal working hours, he/she may utilize sick leave for such purpose.

Employer reserves the right to require employees to engage in directed use of sick time where employees have contracted a communicable disease that may threaten the health of others, and may require the employee to use other compensated or uncompensated time off if the employee does not have any sick time accrual remaining.

No sick leave shall be permitted where sickness is feigned in the opinion of a licensed medical physician, nor where sickness is the result of intoxication or is otherwise intentionally self-inflicted, nor where sickness continues as a result of the officer's failure to fully cooperate with medical advice and/or corrective therapy.

**Section 10.3. Sick Leave Accrual and Usage:**

The Department Sick Leave Benefit shall be accrued at a rate of eight (8) hours per month of full-time employment (96 hours per year), with a maximum accrual of 960 hours.

All Officers covered by this agreement shall retain all current accrued but unused sick leave. Sick pay shall begin to accrue from the date of employment. Sick time may be used in increments of at least one (1) hour.

Officers retiring with at least twenty (20) years of credible service shall, within thirty (30) days of retirement, be paid for all remaining sick time hours at a rate of one-half (1/2) the Officer's hourly rate of pay. Officers with less than twenty (20) years of credible service shall not receive any credit for sick leave upon separation from employment.

**Section 10.4. Sick Leave Incentive:**

Employees who do not use any sick days in the preceding year (January 1 to December 31) may convert one (1) eight (8) hour sick day to a personal day added to their personal time bank. Sick leave incentive time must be used pursuant to the personal time use provisions provided in Section 9.3.



**Section 10.5. Funeral Leave:**

Any Officer covered by this Agreement shall be entitled to three (3) paid day's funeral leave upon the death of a member of the Officer's immediate family. The Officer must notify the Police Chief as soon as possible prior to taking any time off for funeral leave.

The immediate family is defined as a spouse, child (natural or adopted), mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, or grandparent, or any relative residing in the Officer's residence for at least ninety (90) calendar days immediately preceding death.

**Section 10.6. General Leave of Absence:**

Any leave of absence for any purpose other than those covered in this Article is subject to the Village Board and/or the Fire and Police Commission rules, if applicable, and to the approval of the Chief of Police, Village Manager and any applicable Village Policy. Notwithstanding the foregoing, by accepting the rights and benefits afforded under this Agreement, covered Employees are voluntarily relinquishing any right or claim of entitlement to any additional or alternate leave that may be afforded to other Village employees by virtue of any other collective bargaining agreement or Village policy.

**Section 10.7. Military Leave:**

The Village will comply with all applicable State and Federal laws concerning military leave.

**Section 10.8. Jury Duty:**

Officers are granted regular compensation for their regular work days when serving on jury duty. Any compensation received as a result of servicing on Jury Duty shall be signed over to the Village.

**Section 10.9. Maternity / Paternity Leave:**

A pregnant Employee may work up until the birth of the baby as long as she has her physician's permission and as long as her condition does not interfere with her work. This permission must address all of the following:

- a) Must be in writing stating the anticipated date of beginning leave;
- b) Must indicate the employee's ability to perform assigned duties and any medical restrictions upon the employee's activities, and
- c) Must be filed with Chief of Police prior to taking Maternity / Paternity Leave.

After the first trimester, a pregnant employee must submit such written permission indicating that the employee is medically able to continue to work, after each appointment with her physician. Upon provision of such notification, Employer reserves the right to assign such employee to light duty or other productive duty, if available. A pregnant employee must also

provide the Village with an immediate notice of change in condition if the employee's physician directs any change in the employee's status or ability to work.

A pregnant Employee will utilize available leave time while absent prior to, during or after the birth of her child: unused personal days, accrued sick leave, accrued holiday time, and accrued vacation time. An employee will be eligible for a leave without pay, as specified in the Family and Medical Leave Act (if applicable), after the previously listed time is exhausted. However, the maximum length of leave time, including accrued paid leave time and leave pursuant to the Family and Medical Leave Act, (if applicable) shall not exceed twelve (12) weeks.

An employee may utilize accrued paid leave time for paternity leave before, during or after the birth of the employee's child, for the purpose of assisting or caring for his child, children or his spouse, if she is incapacitated for maternity reasons, up to a maximum of four (4) calendar weeks. However, the maximum length of leave time, including accrued paid leave time and leave pursuant to the Family and Medical Leave Act (if applicable). Nothing in this Section shall be construed to limit an employee's rights under the federal Family and Medical Leave Act (if applicable).

## **ARTICLE XI**

### **EDUCATION BENEFITS**

#### **Section 11.1. On-Duty Training:**

Officers attending training sessions away from the Police Department shall either be offered transportation to and from the training location, if available, or shall be paid the prevailing IRS rate mileage allowance for the use of their own vehicle. Officers attending training away from the department shall be compensated for travel time for all hours traveled when the location of the training is outside the Village limits of the Village of Pingree Grove. Full time employees attending special schools or training academies outside of the Village shall be allowed to utilize a police department squad or other Village-provided vehicle, when available, for travel to and from the school or academy. Employer reserves the right to require Officers attending training to use Village-provided vehicles, in which case no mileage reimbursement shall be available, regardless of whether the Officer elects to use such Village-provided vehicle or not.

#### **Section 11.2. Scheduling of On-Duty Training:**

Employees assigned to training shall be given as much notice as practicable, through posting of shift schedules and/or individual notices or memoranda to the affected Officers.

#### **Section 11.3. Educational Reimbursement:**

The Village will make reimbursement for college tuition, required books or class materials for accredited courses directly related to the Officer's position with the Village, (or necessary general-education prerequisites for a program of study related to the Officer's position with the Village), as set forth below:

Grade of A or 4.0 on a 4.0 scale - 100% reimbursement of costs identified above  
Grade of B or 3.0 on a 4.0 scale - 90% reimbursement of costs identified above  
Grade of C or 2.0 on a 4.0 scale - 80% reimbursement of costs identified above  
Grade lower than C – no reimbursement of any costs

Officers who seek reimbursement for a particular course must, prior to enrolling in said course, obtain the approval of the Chief that the course is eligible for reimbursement, and provide any information or documentation necessary to verify that the course is eligible for reimbursement. The cost of mileage to and from the school is the responsibility of the Officer. Hours spent in attending, traveling, preparing, attending and/or completing study material or any other time spent by the Officer is considered non-working hours and as such not payable by the Village.

Tuition reimbursement pursuant to this section shall not exceed \$1,000.00 per year and is subject to availability of budgeted funds. Officers shall submit reimbursement requests in advance of the preparation of the Village's fiscal year budget, to permit consideration of approval. Undertaking educational programs must not interfere with the employee's availability for scheduled work shifts. Expenses such as books, student fees, lab fees, parking, mileage and similar expenses are not eligible for reimbursement. The only fees that are subject to reimbursement are actual tuition costs for accredited colleges or universities, determined by reference to the North Central Association of Colleges and Schools.

#### **Section 11.4. Travel and Meeting Expense Allowances:**

The Village shall, upon the Chief's approval, reimburse Officers for professional conferences and training seminars where required hereunder, including meals and lodging for such training and/or seminars. Where the combination of travel time to and from the conference or seminar (as measured from the closer of the employee's home or the Village Police Department) is twelve hours or greater, the Village shall provide meals and lodging. All such meals and lodging shall be required to comply with the Village's applicable personnel policies relating to reimbursable expenses, and may be paid as a per diem or as a reimbursement in accordance therewith.

Conventions, seminars, workshops, and conferences, generally of a national scope or regional (multi-state), gathering of national groups may be attended by Officers if the gathering of national groups is specifically related to his technical area. In all cases, specific approval by the Chief of Police is necessary.

State-wide conventions, seminars, workshops and conferences may be attended by Officers with the specific approval by the Chief of Police.

Officers wishing to attend a conference or gathering at his own expense must receive a specific approval of the Chief of Police to be away from his or her regular duties.

Any Officer attending any conference, meeting, seminar or convention and being reimbursed by the Village is to submit paid receipts for reimbursable expenses. The Village will not reimburse expenses which are not documented, or which are unreasonable. All such provisions are subject to availability of budgeted funds (and prior to the Village's approval or the

employee's attendance at any training under this section, the Village shall confirm the availability of such funds). All documentation and receipts must be submitted in accordance with then-current Village policies.

**Section 11.5. Scheduling of Training:**

Opportunities for training shall be posted on the Chapter bulletin board for sign-up. Every Officer shall be afforded a minimum of twenty-four (24) hours per year. This minimum twenty-four (24) hours is not to include internet-based training. The Chief of Police shall review all requests for training and shall approve or reject such requests, based upon the operational needs of the Village and previous training of the requesting officer and other officers in the Village. Failure of an officer to request training or to attend training scheduled by the Village shall not constitute a Village breach of this Agreement, and the Village reserves the right to determine the means and methodology of training, provided that online training shall not count towards the 24-hour minimum contemplated herein.

**ARTICLE XII**  
**GRIEVANCE PROCEDURE**

**Section 12.1. Definition:**

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. For the purposes of this Agreement, a grievance is any dispute or difference of opinion raised by an employee or the Chapter against the Employer involving the meaning, interpretation or application of the provisions of this Agreement. The parties agree that the discipline of members shall be subject to the jurisdiction to the grievance procedure to the extent and under the circumstances provided for in Article XIV. Any time period provided for under the steps in the grievance procedure may be extended or contracted by mutual agreement.

**STEP ONE:** The employee, with or without a Chapter representative, may take up a grievance presented in writing to the Chief of Police within fifteen (15) calendar days of the first occurrence of the event(s) giving rise to such grievance. The Chief of Police shall attempt to adjust the grievance as soon as possible, and therefore will schedule a meeting with the employee, his immediate supervisor and Chapter Representative within fifteen (15) calendar days after receipt of the grievance from the employee. The Chief of Police shall then render a written decision, based on the supplied information during the meeting, and shall deliver said decision to the grievant, within fifteen (15) calendar days of the meeting. Written communication can replace a meeting between the Chief of Police and the employee involved in the grievance if the parties mutually agree. Such communication must be presented to the Chapter Representative to be forwarded to the Chief of Police.

**STEP TWO:** If the grievance is not resolved in a mutually acceptable fashion in Step One, the grievance shall be submitted by the grievant in writing to the Village Manager or his designated representative within fifteen (15) calendar days of the receipt from the Chief of Police of his response in Step One. A meeting shall be held at a mutually agreeable time and place and participants shall discuss the grievance and hopefully come to an equitable solution. If a



grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the parties. If no settlement is reached, the Village Manager, or his designated representative, shall give the grievant the Employer's answer in writing within fifteen (15) calendar days following their meeting.

**STEP THREE:** If the Chapter is not satisfied with the decision of the Village Manager, the Chapter may appeal the grievance to arbitration by notifying the Village President and the Village Board of Trustees in writing within fifteen (15) calendar days after receipt of the Village Manager's response in Step Two. Grievances will not be submitted for arbitration unless it is sponsored or backed by the Union. Within fifteen (15) calendar days of receipt of such request the Chapter and the Village shall jointly submit the dispute to the Federal Mediation and Conciliation Service (FMCS), if the Federal Mediation and Conciliation Services is unavailable or unable to hear this dispute then the parties shall jointly submit the dispute to the American Arbitration Association and shall request a panel of five (5) arbitrators. If agreement cannot be reached in the selection of an arbitration service, the choice shall be determined by a coin toss. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Village and the Chapter shall have the right to strike two (2) names from the panel. The order of alternate striking shall be determined by a coin toss, with the losing party striking the first and third names. The person remaining shall be the arbitrator. The arbitrator shall fix the time and place of the hearing which shall be as soon as possible after his selection subject to the reasonable availability of Chapter and Village representatives.

The Arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing subject to the availability of Chapter and Village representatives.

The Village and Chapter shall have the right to request the arbitrator to require the presence of witnesses or documents. Both parties may retain the right to employ legal counsel.

The power of the arbitrator shall be limited to the interpretation and application of the written terms of this Agreement. In no event may the terms and provisions of the Agreement be deleted, modified or amended by the arbitrator. He shall consider and decide only the specific issue raised by the grievance as originally submitted in writing to the Village, and shall have no authority to make his decision on any issue not so submitted to him. The arbitrator shall submit in writing his decision within thirty (30) calendar days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension. In the event the arbitrator finds a violation of the Agreement, he shall determine an appropriate remedy. The decision of the arbitrator shall be final and binding on the parties. No decision or remedy of the arbitrator shall be retroactive beyond the period specified in Step One of this grievance procedure.

In the case of a grievance concerning an error in scheduling where the grievance is upheld, the Village will compensate the employee affected for money lost because of said error in scheduling.



**Section 12.2. Fees and Expenses of Arbitration:**

The fee and expenses of the arbitrator and the cost of the written transcript, if requested by both parties, shall be divided equally between the Village and the Union provided, however, that each party shall fully bear the expense of preparing and presenting its own case including the costs of witnesses and other persons it requires to attend the arbitration. Should only one party request a transcript, that party shall pay for the cost of the transcript.

**Section 12.3. Forms:**

The Union shall furnish mutually acceptable grievance forms, which shall be used by both parties.

**Section 12.4. General Rules:**

a. Any decision not appealed by the employee or the Chapter as provided within the time limits specified in each step shall be considered settled on the basis of the latest decision and shall not be subject to further appeal. Any grievance not answered within the time limits specified in each step shall be automatically appealed to the next step. However, time limits at each step may be extended by mutual written agreement of the Chapter and the Village.

b. No matter or action shall be treated as a grievance unless a grievance is filed in accordance with this Article.

**Section 12.5. Notice of Chapter Representation:**

The Chapter shall certify to the Village the names of those employees who are designated as Chapter Representatives.

**Section 12.6. Rights of Chapter:**

Nothing herein shall interfere with the rights of the Chapter as set forth in Section 6 (b) of the Act.

**ARTICLE XIII**  
**NON-DISCRIMINATION**

**Section 13.1. Non-Discrimination:**

In accordance with applicable law both the Village and the Chapter agree not to discriminate against any employee covered by this Agreement in a manner which would violate federal or state laws on the basis of race, sex, creed, religion, color, marital status, age, national origin, political affiliation and/or beliefs, mental and/or physical handicaps, or Chapter membership.

**Section 13.2. Chapter Activity:**

The Village and Chapter agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by law or by this Agreement, or on account of membership or non-membership in the Chapter.

**ARTICLE XIV**  
**DISCIPLINE**

**Section 14.1. Procedure of Discipline:**

If the Village has reason to discipline an employee, it will document the disciplinary action in writing and make every effort to do so in a manner that will not unduly embarrass the employee before other fellow employees or members of the public.

All complaints regarding an employee's alleged behavior or wrongdoing will be investigated, regardless of the source of the complaint. All initial complaints will be taken by any member of the Pingree Grove Police Department at the rank of Sergeant or above or who is otherwise designated by the Chief of Police, who will make a written record of the complaint and report it to the appropriate supervisor, according to Pingree Grove Police Department policy. No employee will be disciplined based solely upon an anonymous, unverified allegation of wrongdoing.

**Section 14.2. Disciplinary Authority**

Part 1. Chief's Authority. The Chief of Police shall have such disciplinary authority as is inherent in his position, plus the disciplinary authority:

- (1) To issue verbal or written warnings, written reprimands, disciplinary suspensions of officers up to thirty (30) days, and termination. Such disciplinary action is subject to an appeal of the disciplinary action in accordance with the provisions of this agreement.
- (2) To suspend an officer with pay pending an investigation for such time as is necessary to complete the investigation. Such disciplinary action shall not be deemed final until the investigation to which it relates is completed, at which time the officer shall have the right to file a grievance with respect to resulting or aggregate disciplinary action, including discharge.
- (3) Each Sergeant (or progressively higher ranked officer) shall have the authority to implement an emergency suspension of a covered employee for a period not longer than five (5) calendar days, which suspension shall be with pay, pending the determination by the Chief of Police as to whether further action, investigation or discipline is necessary.

Part 2. Probationary Officers. Probationary officers may be discharged without recourse to the grievance procedure. No grievance or other appeal may be filed or processed under this

Agreement for discharge of a probationary officer.

Part 3. Disciplinary Grievances. If an Officer elects to file a grievance as to a disciplinary suspension or discharge imposed upon him, the grievance shall be processed in accordance with this Agreement, except as provided herein.

Verbal warnings are not grievable. Written warnings and written reprimands are grievable, and may be processed through the grievance procedure, but are not appealable to arbitration or to the Pingree Grove Board of Fire and Police Commissioners.

A grievance relating to a discharge or a suspension issued pursuant to Part 1 of this Section shall be filed at Step Two of the procedure. In the event that a disciplinary grievance so filed is appealed beyond Step Two, the officer shall have the right to make an irrevocable election (with the approval of the Union) to have his grievance heard by an arbitrator pursuant to Step Three of the procedure or by the Pingree Grove Board of Fire and Police Commissioners. If the officer elects to have his grievance heard by the Board of Fire and Police Commissioners, a notice of appeal to the Board of Fire and Police Commissioners must be filed in lieu of the filing of a notice of arbitration within fifteen (15) calendar days. Such election of appeal either to arbitration or to the Board of Fire and Police Commissioners, once it is submitted in writing and signed by the officer and the Union, shall be final and may not be changed except to withdraw the grievance.

Part 4. Finality of Decision and Judicial Review. An arbitrator's decision with respect to a disciplinary suspension or discharge, if rendered in accordance with the terms of this Agreement, shall be final and binding on the officer, the Union, and the Village, subject only to an appeal in accordance with the provisions of the Uniform Arbitration Act, as provided by Section 8 of the IPLRA, 5 ILCS 315/8. A decision by the Board of Fire and Police Commissioners with respect to a disciplinary suspension or discharge, if rendered in accordance with the terms of this Agreement, shall be final and binding on the officer, the Union, and the Village, subject only to administrative review as provided by the Administrative Review Law, 735 ILCS 5/3-101, et seq.

Part 5. Exclusivity of Disciplinary Procedures. This Agreement is intended to modify or supersede the hearing rights and procedures afforded to employees as to disciplinary action provided by 65 ILCS 5/10-2.1-17. Pursuant to Section 15 of the IPLRA 5 ILCS 315/15, the provisions of this Article with respect to discipline and the appeal and review of discipline shall be in lieu of, and shall expressly modify, supersede, or preempt, any contrary provision that might otherwise be applicable under 65 ILCS 5/10-2.1-17.

Part 6. Disciplinary Procedure Savings Clause. Should any provision of this Article be found by a court of law or the Illinois Labor Relations Board to be unlawful, unenforceable, or not in accordance with applicable constitutional provisions, laws, statutes, and/or regulations of the United States of America and/or the State of Illinois, the rights and procedures afforded to employees with respect to disciplinary action shall be those provided by 65 ILCS 5/10-2.1-17 until or unless a different provision is instituted pursuant to good faith negotiations conducted pursuant to this Agreement.

**Section 14.3. Discipline:**

The Employer agrees with the tenets of corrective and progressive discipline. Members may only be disciplined for just cause.

**Section 14.4. Written Warning/Written Reprimand:**

In cases of written reprimand or warning, the employee will be given the opportunity to submit his written response outlining his point of view in regard to the incident. The employee's written response will be attached to and remain part of the written reprimand as long as the reprimand remains in his/her file. If the employee receives no discipline for substantially similar impermissible conduct documented in the written reprimand for a period of eighteen (18) months following the issuance of the reprimand, the employee may, upon written request, have the written reprimand and all attached documents removed from his/her personnel file.

**Section 14.5. Personnel Files:**

The Village agrees to abide by the lawful requirements of the Personnel Review Act Compiled Statutes, 820 ILCS 40/.01 *et seq.*

**ARTICLE XV**  
**INVESTIGATIONS CONCERNING OFFICERS**

**Section 15.1. Right to Investigate:**

The Village agrees to abide by the lawful requirements of the "Uniform Peace Officer's Disciplinary Act", Illinois Compiled Statutes, 50 ILCS 725/1 *et seq.*

**Section 15.2. Right to Representation:**

All employees covered by this Agreement who are required to submit to an interview in which allegations of misconduct might result in discipline in which the employee being interviewed is alleged to have committed some act of misconduct which might be subject to discipline, shall be entitled to representation. Said employee shall be entitled to be represented by a Chapter representative employed by the Pingree Grove Police Department or Metropolitan Alliance of Police representative and/or attorney if that employee so chooses. The parties recognize that a representative present during such an interview does not have the right to present evidence or argument on behalf of the affected employee, and that neither the affected employee nor the representative may interrupt or interfere with the interview except to the extent allowed by state law. Interviews shall be scheduled at times and places mutually agreeable between the parties, and neither party shall conduct themselves so as to unduly delay the completion of any requested interview. Any violation of the foregoing obligations or failure of an employee to participate in an interview or formal interrogation in accordance with applicable law shall be deemed an act of insubordination.

Nothing contained herein shall entitle any on-duty or on-shift officer to serve as a representative in such a proceeding while on shift, nor to take unscheduled leave to serve in such

capacity. The Village shall afford the employee a reasonable time to have a union representative be notified and be present to serve as representative if no union representative is immediately available, or in circumstances where the Village refuses to permit another on-duty employee to serve as representative.

Employees required to submit to an interrogation shall be entitled to all rights accorded under the Uniform Police Officers Disciplinary Act, 50 ILCS 725 *et seq.* and to the rights commonly referred to as "Weingarten Rights."

Notwithstanding the foregoing, in the event of any testing or evaluation which is time sensitive, such as the completion of drug or alcohol screening relating to an on-duty event, the Employee's right of representation shall not preclude the completion of such testing, with or without a representative present, provided that it is completed by an independent, third party organization properly licensed to undertake the same.

### **Section 15.3. Status of Investigations:**

In the event that an employee has been informed, by the Chief of Police or designee, of an investigation into the employee's conduct and where the Village has thereafter conducted an interview or interrogation subject to Section 15.2 above, then thereafter, the Village agrees to periodically inform any employee covered by this Agreement of the ongoing status of any investigation concerning the affected employee pursuant to this Article. Such information shall be provided to the employee thirty (30) calendar days following the date of any formal interrogation/interview, and shall be provided each thirty (30) calendar days thereafter.

## **ARTICLE XVI** **HOSPITALIZATION, DENTAL, OPTICAL AND LIFE INSURANCE**

### **Section 16.1. Health Insurance:**

The Village shall continue to make available to all employees covered by this agreement health insurance substantially similar to the coverage which is offered to all regular, full-time management and unrepresented Village employees. Employee shall pay 10% of the monthly premium for HMO coverage, and 15% of the monthly premium for PPO coverage. The amount of employee premium contributions required under this Section shall be deducted from the employee's regular paychecks.

The Village reserves the right to self-insure and to change insurers and health plans during the course of this Agreement so long as the benefits and coverage sought are substantially similar to those being offered regular, full-time management and unrepresented Village employees. In the event the Village changes coverage, all Employees will be covered to the same extent as all other regular, full-time management and unrepresented Village employees.

### **Section 16.2. Compensation for Refusal of Village Health Insurance.**

Non-probationary full-time officers declining membership on the Village of Pingree Grove health insurance plan shall be compensated with a payment of three thousand dollars (\$3,000) per fiscal year for each complete year that the officers decline membership. The



compensation shall be awarded in addition with the non-probationary full-time officer's final pay check each fiscal year.

**Section 16.3. Life Insurance:**

The Village shall supply each Employee with term life insurance with a face amount of \$50,000.

**Section 16.4. Continuation of Benefit:**

When an employee is killed or disabled in the line of duty, the Village will provide health coverage benefits as set forth in 820 ILCS 320/10.

**Section 16.5. Intentionally Omitted:**

**Section 16.6. Dental Insurance:**

The Village shall offer Dental Insurance for covered employees and their families, The employee shall pay fifteen percent (15%) of the premium or premium equivalent for the coverage selected, through payroll deductions.

**ARTICLE XVII**  
**UNIFORM BENEFITS**

**Section 17.1. Benefits:**

Initial issue of all required uniform items and equipment will be provided and paid for by employer. Effective January 1 of each year each Officer shall be credited a \$500 equipment allowance to be used to maintain, repair, and replace uniform items and equipment. The allowance shall be maintained by the Village, per-Officer. Each officer may purchase equipment which is within approved Village specifications, approved by the Chief of Police and reasonably related to the Officer's duties. All such purchases shall be completed by the Village on behalf of the employee, utilizing a requisition form mutually acceptable to the parties. Any portion of the annual equipment allowance which is unspent within the fiscal year shall be forfeit.

Any specialized uniforms (Honor Guard, Motor Officer, K9 Handler) shall upon initial issue be provided by the Department.

The Chief will determine the style and make of all required uniforms and equipment but if changes to the uniforms or equipment is made, the changes shall constitute an initial issue and shall be provided by the employer at the employer's expense.

Equipment and uniforms issued to employees will be returned to the Village if the employee terminates his employment or is terminated.

**Section 17.2. Damage to Uniforms or Property:**

Any issued uniform or issued equipment damaged in the line of duty and without negligence of the Officer involved shall be repaired or replaced by the Village at its expense upon return to the Village. Damage or destruction of eyeglasses or contact lenses, occurring on duty, shall be replaced or repaired by the Village at its expense, up to a maximum of \$300.00. Reimbursement for glasses or contacts shall only be available if the Officer demonstrates that they have exhausted their available vision insurance coverage benefits at the time of damage, and Officers shall resort to acquisition of replacement glasses or contacts through the vision insurance benefits prior to seeking reimbursement by the Village. Damage or destruction to watches, occurring on duty, shall be repaired or replaced by the Village at its expense with a maximum of \$50.00. Affected employees must provide receipts for repair or replacement of items pursuant to this Section. Payment pursuant to this Section shall not include reimbursement for eye examinations required prior to the replacement of eyeglasses or contact lenses. All old uniforms and/or property shall be returned to the Village prior to disbursement of new uniforms and/or property. The Village further agrees that should employees seek to spend more than \$500 on work related gear per year, the Village shall permit use of its tax-exempt status to acquire such gear at the employee's expense, where legally permissible, provided that such equipment then becomes subject to the provisions of this Agreement.

**Section 17.3. Vests:**

The Village agrees to provide each covered employee a ballistic-vest, at the Village's expense. The Village agrees to replace said vest after five (5) years of continuous use (or pursuant to the manufacturer's recommendation), at no cost to the Employee. The Village may prescribe rules relating to when the vest, or other safety equipment issued by the Village, is required to be worn.

**ARTICLE XVIII**  
**OFF DUTY EMPLOYMENT**

**Section 18.1. Employment Outside Department:**

The Chief of Police may restrict off duty employment in the best interest of department operations. Patrol Employees may be allowed to engage in off duty employment, subject to the prior written approval of the Chief of Police or his designee. Such approval shall not be unreasonably denied. No employee shall be allowed to wear his Pingree Grove police uniform while in the service of another employer except with the written permission of the Chief. No outside employment shall interfere with the regular duties of any employee, nor shall said outside employment include any activity which could negatively reflect on the Village. Officers shall notify the Village of any proposed outside employment prior to undertaking the same, and the Village reserves the right to require any proposed outside employer to execute an agreement providing indemnification, hold-harmless and additional primary insured status, as well as assuming liability for any actions, obligations, injuries to or pension benefits accruing to an Officer as a result of such outside employment (in the case of pension liability, such liability shall only be for any pension obligations arising as a result of the secondary employment, such as where an employee becomes eligible for pension benefits from the secondary employer by

virtue of hours worked or injuries suffered. The secondary employer shall not be obligated to provide for any pension obligation which accrues as a result of the employee's employment by the Village, nor shall the secondary employer be obligated to provide any pension benefits (unless otherwise required by law)). Any Officer who: 1) receives any form of injury while engaged in any outside employment; 2) discharges a firearm while engaged in any outside employment; 3) is involved in any incident, directly or indirectly, which results in a serious injury or death while engaged in any outside employment; 4) is charged with a crime as a result of any activity relating to any outside employment; or, 5) who is subject to any form of disciplinary proceeding or termination by or relating to such outside employer, is obligated to immediately report the same to the Village, in writing, as soon as practical thereafter and in no event later than the start of the Officer's next shift with the Village. No outside employment shall be approved where it has a likelihood of injury to the officer or liability arising out of the service (e.g. service as a "bouncer").

**Section 18.2. Extra Duty Details:**

When the Department posts an extra duty detail, Employees with seniority will have first choice to fill those positions. Any employee who works an extra duty detail shall be paid at the employee's current hourly rate of pay for all hours worked on the detail, unless said detail falls on a holiday at which time the rate will be one- and one-half times his hourly rate of pay. The foregoing provisions shall not apply to any details that are subject to the 7G rate contemplated in this Agreement.

**ARTICLE XIX**  
**SENIORITY**

**Section 19.1. Seniority:**

Unless stated otherwise in this Agreement, seniority for the purpose of this Agreement shall be defined as an employee's length of continuous, full-time service with the Village Police Department since the employee's last date of hire.

**Section 19.2. Determination of Seniority:**

Seniority shall be determined by Police Employees length of service as described in Section 18.1. Time spent in the armed forces or on military leave of absence, time absent from work on family medical leave, sick leave, and time absent from work due to work-related duty disability, not on disability pension, shall be included where such time is immediately contiguous to the Officer's current employment by the Village. Time absent from duty when on suspension, or when absent without authorization or for any other purpose shall not be included.

**Section 19.3. Maintenance of Seniority List:**

A current and up-to-date seniority list showing the names and length of service of each Police Employee shall be maintained for inspection by members and shall be updated on an annual basis.

**Section 19.4. Forfeiture of Seniority:**

An employee shall forfeit his seniority rights upon separation from service due to dismissal, layoff or retirement. Accumulated seniority rights shall be reinstated provided that any employee who has a break in service of more than one year must successfully complete a retraining program and a physical test prescribed and approved by the Chief of Police at the Village's expense, and only under any one or more of the following conditions:

1. An employee retires due to disability and is later certified by the Police Pension Board to be capable of resuming his duties and is returned to work by the Chief of Police.
2. An employee is dismissed and later reinstated by a court of competent jurisdiction.
3. An employee is separated due to a layoff or reduction in force and is later reinstated under conditions provided in the Illinois Compiled Statutes.

**ARTICLE XX**  
**LIGHT DUTY**

**Section 20.1. Work Schedule for Light Duty:**

Any Employee who is injured in the line of duty and thus unable to perform his full-time duty will be allowed, with a written physician's approval, the opportunity to work existing and available light duty, subject to the Chief's approval and in accordance with the needs of the Department, and according to the applicable departmental policy. Light duty shall consist of those tasks assigned by the Chief of Police. When more than one employee seeks a light-duty assignment, preference for such assignment shall be given to an employee who was injured in the line of duty over another whose inability to perform regular duties did not arise from the performance of his duties. Nothing in this section shall be construed to create an obligation on the Village to create or designate work which might be considered to be "light duty." The Village and the Chapter agree that there shall be no pyramiding of benefits of light duty assignments with workmen's compensation or other disability benefits.

**ARTICLE XXI**  
**GENERAL PROVISIONS**

**Section 21.1. Chapter Employees:**

Authorized representatives of the Metropolitan Alliance of Police shall be permitted to visit the Department outside of the employees' working hours to talk with employees of the local Chapter and/or representatives of the Employer concerning matters covered by this Agreement, as long as it does not disturb the normal operational activities of the Department (i.e. as the Department hours are 24/7, meetings may occur during the operational hours of the Department, but may not occur during the compensated work hours of any employee attending such a meeting).

**Section 21.2. Immunization and Inoculations:**

The Employer agrees to pay all expenses for inoculation or immunization shots for the employee and for members of an employee's family when such becomes necessary as a result of said employee's exposure to contagious diseases where, in determination of the Chief of Police, said employee has been exposed to said disease in the line of duty.

**Section 21.3. Non-Pyramiding:**

The Employer and Union have negotiated and drafted this Agreement to provide for the extension of specified benefits and compensation to the Employees, and have endeavored to be specific in their description of those benefits. Where any apparent conflict or imprecise language exists in this Agreement to construe, it shall be construed in accordance with the general principle that the Parties did not intend to provide for pyramiding of benefits or combination of multiple types of compensation for a single element of work, unless expressly provided otherwise herein.

**Section 21.4. Medical Evaluations:**

Prior to participation in the annual physical fitness evaluation, employees will undergo such medical and vision testing, screening and/or evaluation, as the Village deems appropriate to ensure the employee's medical capacity to undergo the physical fitness evaluation without undue risk. The medical evaluation will be provided by a vendor or vendors of the Village's choice, at Village cost.

**Section 21.5. Fitness Examinations:**

If there is any question concerning an employee's fitness for duty, or fitness to return to duty after an absence, the Village may require that the employee have an examination by a qualified and licensed physician, psychologist, psychiatrist, or other appropriate medical professional selected and paid by the Village. Such an examination shall be required for any employee who has been performing other than his regular duties or has been on administrative leave following a "critical incident," (e.g., officer-involved shooting).

**ARTICLE XXII**  
**DRUG AND ALCOHOL TESTING**

**Section 22.1. Recognition:**

For purposes of this Section, the term "employee" includes all bargaining unit members. It is the policy of the Village of Pingree Grove that the public has the absolute right to expect persons employed by the Village in its Police Department to be free from the effects of drugs and alcohol. The Village, as the employer, has the right to expect from its employees to report to work fit and able for duty and to set a positive example for the community. The purposes of this policy shall be achieved in such a manner as not to violate any established constitutional rights of the employees of the Police Department. Under no circumstance shall any employee engage in any consumption of alcohol while on duty, except with direct authorization from the Chief of Police.



**Section 22.2. Drug Testing Permitted:**

Where the Village has reasonable suspicion to believe that an employee's work performance is adversely affected because the employee is under the influence of alcohol or the abuse of prescription drugs or has used illegal drugs, the Chief of Police or his designee shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. The Village also may test employees on a random basis with no employee being randomly tested more than two (2) times per year. Should any employee have a positive result from any completed test, the Village may require that employee to submit to random or scheduled testing on a more frequent basis as specified by the Village, for a period not to exceed two (2) years after the most recent positive result. The employee shall be informed of his or her right to Chapter representation, and shall be entitled to such if so requested. The foregoing shall not limit the right of the Village to conduct any tests it may deem appropriate for persons seeking employment as police officers prior to their date of hire, or upon promotion or reassignment to another position within the Department. Testing shall not be delayed by reason of the employee's inability to consult with legal counsel or a Chapter representative. An employee's failure to submit to a drug test can result in discipline or termination.

**Section 22.3. Order to Submit to Testing:**

The Chief of Police or his designee shall provide the employee with a general verbal description setting forth the facts and inferences which form the basis of the order to test. The provision of the verbal description shall constitute the direction to test. Within 48 hours thereafter, the Chief of Police or his designee shall provide the employee with a written statement setting forth several of the salient facts and inferences which form the basis of the order to test where the test is based upon reasonable suspicion. Refusal to submit to such a test will subject the employee to discipline by the Chief of Police and/or Police and Fire Commission, but the taking of the test shall not be construed as a waiver or any objection or right that the employee may have. The employee shall not be entitled to delay the testing until receipt of the written statement, but rather shall be obligated to immediately initiate and comply with the testing, or refuse to submit to testing, upon provision of the verbal direction.

**Section 22.4. Test to be Conducted:**

In conducting the testing authorized by this Agreement, the Village shall:

(a) Use only a clinical laboratory or hospital facility outside of the corporate limits of Pingree Grove which is certified by the State of Illinois to perform drug and/or alcohol testing, or use a licensed Breathalyzer operator who is not a member of the bargaining unit.

(a) Establish a chain of custody procedure for both the sample collection and testing that ensures the integrity of the identity of each sample and test result.

(b) Collect a sufficient sample of the same bodily fluid or material from an officer to show for initial screening, a confirmatory test, and a sufficient amount to be set aside reserved for later testing if requested by the officer (for tests based upon collection of a bodily fluid. This requirement shall not apply to tests based on immediate measurement of a transient sample, such as breathalyzer testing).

(c) Collect samples in such a manner as to preserve the individual employee's right to privacy while ensuring a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples, where there is reasonable suspicion that the employee may attempt to compromise the accuracy of the testing procedure, or where the method of collection requires administration by a licensed or qualified professional.

(d) Confirm any blood or urine sample that tests positive in initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.

(e) Provide the employee tested with an opportunity to have additional hair, saliva, blood or urine sample tested by a clinical laboratory or hospital facility of the employee's choosing at the employee's own expense, provided that: 1) the employee shall notify the Village of his or her intent to exercise this right within seven (7) days of receiving the results of the test; 2) such test shall be performed in accordance with the same standards as the Village-mandated testing (and the employee shall have the burden to prove that the Village's testing standards were adhered to and that the results of the test are still relevant when considering the impact (if any) that the ensuing delay in retesting would have); and, 3) the employee shall be required to provide the Village with a copy of any results or documentation issued with regard to such employee-requested testing, within seven (7) days of the employee's receipt of such results (whether by physical means or verbal report to the employee) and shall be required to execute any documents necessary to permit the testing facility to forward a copy of the results directly to the Village. While the employee is free to obtain such other testing as they may wish, only testing completed in accordance with this Agreement shall be valid evidence of the employee's condition for purposes of any disciplinary action or grievance.

(f) Require that the laboratory or hospital facility report to the Village that a hair, saliva, blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug.

(g) Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of .020 or more based upon the grams of alcohol per 100 millimeters of blood be considered positive (NOTE: The foregoing standard shall not preclude the Village from attempting to show that test results between .010 and .019 demonstrate that the employee was under the influence, but the Village shall bear the burden of proof in such cases). With regard to any prohibited substance other than alcohol (e.g. any controlled substance, prescription drug that is not lawfully prescribed and administered or any other prohibited substance), a positive test result of any detectible amount of the substance or a metabolite thereof is a prohibited level. With regard to marijuana, the Parties acknowledge that with legalization of cannabis in Illinois, there exists the potential for officers to be inadvertently exposed to second-hand cannabis smoke while in the performance of their duties. Based upon the potential for inadvertent, second-hand exposure, the limit shall exclude *de minimis* detectible amounts of tetrahydrocannabinol (THC) or metabolites thereof, provided that the testing does not show *recurring* detectible amounts of

THC over a period of time and provided that the officer complied with Section 22.4(j) below. Where *de minimis* amounts of THC are detected, the Village may require the employee to submit to an additional round of testing completed within sixty (60) days of the test showing a detectible amount, to confirm that the *de minimis* results were the result of inadvertent exposure.

(h) Provide each employee tested with a copy of all information and reports received by the Village in connection with the testing and the results.

(i) Ensure that no employee is the subject of any adverse employment action except emergency temporary reassignment or relief of duty during the pendency of any testing procedure.

(j) Officers agree and acknowledge that in the event they inadvertently experience a significant exposure to marijuana or any controlled substance or illicit drug, they shall provide written notice of the same to their direct supervisor or the Chief of Police prior to the end of the shift during which the exposure occurs. If such exposure occurs off-duty, the written notification shall be provided at to the start of the officer's next shift. The written notice shall indicate the date, time and circumstances of the exposure, and whether it occurred on-duty or off-duty. The Parties acknowledge that inadvertent exposure can occur as the result of evidence collection or processing, exposure to second-hand smoke or other similar means, and the mandatory reporting requirement provided herein is intended to provide the Parties with a means of ensuring that inadvertent exposures do not result in disciplinary action. The Parties acknowledge that officers are not permitted to use cannabis (or other controlled substances or illicit drugs) whether on or off-duty, and that officers have a mandatory obligation to affirmatively avoid unnecessary inadvertent exposure at all times.

#### **Section 22.5. Drug and Alcohol Testing Following an Officer Involved Shooting:**

The Village of Pingree Grove and the Metropolitan Alliance of Police Chapter #564 hereby agree to the following policy to be implemented in accordance with Illinois Public Act 100-389:

1. The Union agrees that its members shall be required to abide by the Department's General Order regarding Use of Deadly Force Investigative Process, including the section that requires each officer who is involved in an officer involved shooting to submit to drug and alcohol testing, so long as such testing is required by Public Act 100-389, 50 ILCS 727/1-25 or any similar state law. Such testing shall be required under the Public Act 100-389 where an officer, acting in the performance of his or her official duties, discharges his or her firearm and causes injury or death to a person or persons.

2. For the purpose of clarity, the parties agree that a person "involved in" an officer involved shooting is defined to mean any officer who discharged a firearm. If multiple officers discharged their firearm, then all officers who discharged their firearm shall be required to submit to drug and alcohol testing.

3. The parties agree that the term "involved in" an officer involved shooting does not include officers who did not discharge their weapon, even if they were providing other forms of support and assistance during the call.

4. The parties agree that the provisions of the Collective Bargaining Agreement regarding drug testing and standards for discipline shall regulate the drug testing procedures and the consequences for any positive drug test results.

5. The parties agree that any drug or alcohol test required pursuant to this Agreement shall be considered a compelled, non-voluntary drug or alcohol test under threat of disciplinary action. Such testing shall only be done by urinalysis or breathalyzer. Testing required by the Village under this Section shall only be done by urinalysis or breathalyzer. This does not limit the village's right to obtain test results via other available legal processes.

6. Nothing in this Section 22.5 shall preclude the Village from requiring an officer to submit to drug and/or alcohol testing pursuant to Section 22.2 or any other relevant Section of this Agreement.

**Section 22.6. Voluntary Request for Assistance:**

The Village shall take no adverse employment action against any employee who voluntarily seeks treatment, counseling or other support from an alcohol or lawfully-prescribed prescription drug related problem not involving or related to criminal activity other than the Village may require reassignment of the employee with pay if the employee is unfit for duty in his current assignment. Nothing herein shall limit the employer's right to discipline employees for misconduct arising out of or relating to the employee's use of illegal drugs or alcohol. The foregoing is conditioned upon:

- (a) The employee was not under investigation for illegal drug use or abuse of alcohol.
- (b) The employee agreeing to appropriate treatment as determined by the health care professional(s) involved.
- (c) The employee immediately discontinues the illegal use of drugs or abuse of alcohol.
- (d) The employee completes the course of treatment prescribed, including an "after care" group for a period of up to twelve (12) months.
- (e) The employee agrees to submit to random suspicionless testing during hours of work during the period of treatment and "after care," discussed in (d) above.
- (f) The disclosure was not made in response to an incident that the employee was involved in which actually or allegedly occurred at a time when the officer was under the influence of drugs or alcohol and is not made in response to a request or direction to undertake a drug or alcohol screening (i.e. is made voluntarily by the officer and not in relation to any conduct, alleged misconduct or impending test request).

Employees who do not agree to or act in accordance with the foregoing shall be subject to discipline, up to and including discharge. This Article shall not be construed as an obligation on the part of the Village to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs



prevents such individual from performing the duties of a police employee or whose continuance on active status would constitute a direct threat to the property and safety of others. Such employee shall be afforded the opportunity, at the employee's option, to use accumulated paid leave or take an unpaid leave of absence pending treatment. The Village may require the employee to utilize all accumulated paid leave prior to any unpaid leave of absence. The Village further reserves the right to terminate an employee for any such leave of six (6) months or longer, or to terminate an employee who is afforded benefits under this section and who fails any drug or alcohol testing after disclosure of the drug or alcohol abuse issue (other than a test failed based solely on substances consumed prior to the disclosure). Any employee terminated under this section shall not have any automatic right of rehire or reinstatement, but rather may apply for any then-open positions available at the time that such employee is cleared to return to work.

### **ARTICLE XXIII** **SAVINGS CLAUSE**

#### **Section 23.1. Savings Clause:**

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified in the board, court or agency decision; and upon issuance of such a decision, the Village and the Chapter agree to notify one another and to immediately begin negotiations on a substitute for the invalidated Article, Section or portion thereof.

### **ARTICLE XXIV** **ENTIRE AGREEMENT**

#### **Section 24.1. Intentionally Omitted:**

#### **Section 24.2. Entire Agreement:**

The Agreement constitutes the complete and entire Agreement between the parties and except as stated in Section 24.1 "Maintenance of Economic Benefits" concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the Employer as provided in the management rights clause, Article III. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

#### **Section 24.3. Ratification and Amendment:**

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



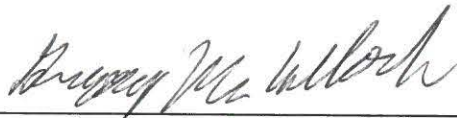
**ARTICLE XXV**  
**TERMINATION**

**Section 25.1. Termination:**

This Agreement shall be effective as of the day after it is executed by both parties and shall remain in force and effect until May 1, 2023. It shall automatically be renewed from year to year thereafter on the same terms and conditions applicable in the last year hereof, unless either party shall notify the other in writing at least sixty (60) calendar days prior to the anniversary date and not earlier than one hundred twenty (120) days prior to such date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) calendar days prior to the anniversary date. In the event that either party desires to terminate this Agreement, then the benefits as described herein shall remain in full force and effect until terminated as provided by law, or until a new collective bargaining agreement is executed, and the party wishing to terminate shall give notice at least ninety (90) calendar days prior to the expiration date hereof and not earlier than one hundred twenty (120) calendar days prior to such date.

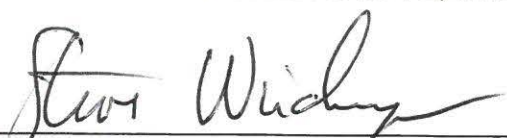
Executed this 13<sup>TH</sup> day of February, 2020.

**METROPOLITAN ALLIANCE OF POLICE Pingree Grove Police Chapter #564**

  
\_\_\_\_\_  
President, Pingree Grove Police M.A.P. Chapter #564

  
\_\_\_\_\_  
Keith George  
President, Metropolitan Alliance of Police (M.A.P.)

**VILLAGE OF PINGREE GROVE, an Illinois Municipal Corporation**

  
\_\_\_\_\_  
Steve Wiedmeyer, President - Village of Pingree Grove

## Appendix A Salary Schedule

**I. Present Referendum:** The Parties acknowledge that the Village is presently pursuing approval of public referendum seeking authorization for a Police Protection tax levy pursuant to 65 ILCS 5/11-1-3 and 5/11-1-5.1. The referendum is anticipated to occur at the March 17, 2020 General Primary Election (“the Referendum”).

**II. Levy Not Able to be Implemented:** In the event that the Referendum does not successfully pass or the outcome of the Referendum is such that the Village is not legally entitled to implement a 0.6% police protection tax as a new tax supplemental to the Village’s currently existing tax rates (supplemental to those existing rates as the existing rates are limited under the Property Tax Extension Limitation Law (PTELL)) on the taxes levied in 2020 and collected in 2021, then the employees subject to this Agreement agree as follows:

1. Wages for the Village’s FY20 Fiscal Year, from 5/1/2019 through 4/30/2020, shall remain at their current level (it being acknowledged that the employees received a three percent (3%) increase as of 5/1/2019).
2. Wages for the Village’s FY21 Fiscal year, from 5/1/2020 to 4/30/2021, shall be subject to a flat three percent (3%) increase as of 5/1/2020.
3. No later than January 15, 2021, the parties shall reopen negotiations for wages for the latter two years of this Agreement (the Village’s FY22 and FY23, being the periods from 5/1/2021 through 4/30/2022 and 5/1/2022 through 4/30/2023, respectively). Such reopener shall be expressly limited to the negotiation of wages for the two years outlined herein.

**III. Levy Implemented in 2020, Payable in 2021:** In the event that the Referendum is successful and the Village is subsequently legally entitled to implement a 0.6% police protection tax (supplemental to the Village’s existing tax rates as limited by PTELL) for property taxes levied in 2020 and payable in 2021, then the employees subject to this Agreement agree that wages shall be paid according to the following schedule (including back-pay for employees who are then-current members of the Union at the time of execution of this Agreement:

Effective May 1, 2019, employees covered by this Agreement shall be paid on the basis of the following:

Non-Certified Officers shall begin at Step 1 and advance to Step 2 at the completion of twelve (12) months of employment. Certified Officers shall begin at Step 2. Advancement from Step 2 to Step 3 and from all subsequent steps, shall be at yearly intervals.

	5/1/19-4/30/20	5/1/20-4/30/21	5/1/21-4/30/22	5/1/22-4/30/23
<b>Year 1</b>	\$50,667	\$52,060	\$53,622	\$55,231

<b>Year 2</b>	\$52,715	\$54,165	\$55,790	\$57,464
<b>Year 3</b>	\$54,897	\$56,407	\$58,099	\$59,842
<b>Year 4</b>	\$59,337	\$60,969	\$62,798	\$64,682
<b>Year 5</b>	\$63,777	\$65,531	\$67,497	\$69,522
<b>Year 6</b>	\$68,217	\$70,093	\$72,196	\$74,362

**IV. Levy Subsequently Implemented:** In the event that the Referendum on March 17, 2020 is not successful or the Village is not able to levy a 0.6% Police Protection tax as supplemental to the Village's existing property tax levies (as limited by PTELL) for taxes levied in 2020 and payable in 2021, but the Village is subsequently able to pass a substantially similar referendum and is subsequently able to levy a 0.6% Police Protection tax as supplemental to the Village's then-existing property tax levies (as limited by PTELL), then the parties agree that in the first year such tax is payable, the employees shall convert to the pay schedule outlined above (with lanes and steps). For example, if the Village passes a substantially similar referendum in 2021 and is able to levy a Police Protection tax of 0.6% as supplemental to the Village's then-existing property tax levies (as limited by PTELL) in 2021, payable in 2022, then for the Village Fiscal Year commencing 5/1/2022, the parties shall utilize the enumerated step and lane schedule included herein.

## **Appendix B**

### **Longevity**

Full-time employees shall receive a one-time lump sum longevity award on the payroll following their anniversary date, according to the following schedule:

After the completion of five (5) years	\$500
After the completion of twelve (12) years	\$750
After the completion of twenty (20) years	\$1,000
After the completion of twenty-five (25) years	\$1,250
After the completion of thirty (30) years	\$1,500

Longevity pay shall be payable to officers as a component of their normal payroll, and shall be added to their base wage rate as  $\frac{1}{2080^{\text{th}}}$  of their hourly wage for purposes of computing overtime.

### **Appendix C**

### **Dues Deduction**

I \_\_\_\_\_ hereby authorize my Employer, the Village of Pingree Grove and the Pingree Grove Police Department, to deduct from my wages the uniform amount of monthly dues set by the Metropolitan Alliance of Police Pingree Grove Police Chapter #564, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties.

Signature: \_\_\_\_\_

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Please remit all dues deductions to: 215 Remington Blvd., Suite C Bolingbrook, IL 60440