

**A G R E E M E N T**  
**between**  
**VILLAGE OF BARTLETT**  
**and**  
**METROPOLITAN ALLIANCE OF POLICE,**  
**CHAPTER #114**

**May 1, 2009**  
**through**  
**April 30, 2012**

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**A G R E E M E N T**

**between**

**VILLAGE OF BARTLETT**

**and**

**METROPOLITAN ALLIANCE OF POLICE, CHAPTER #114**

**PREAMBLE**

THIS AGREEMENT entered into by the VILLAGE OF BARTLETT, ILLINOIS (hereinafter referred to as the “Village” or the “Employer”) and the Metropolitan Alliance of Police, Chapter #114 (hereinafter referred to as the “Chapter”), has as its basic purpose the promotion of harmonious relations between the Village and the Chapter; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of an entire agreement covering rates of pay, hours of work and conditions of employment applicable to bargaining unit employees. In consideration of the mutual promises, covenants and agreement contained herein, the parties hereto, by their duly authorized representatives and/or agents, do mutually covenant and agree as follows:

## **ARTICLE I Recognition**

**Section 1.1. Recognition.** The Village recognizes the Chapter as the sole and exclusive collective bargaining representative for all full-time sworn police officers below the rank of Sergeant within the Police Department of the Village of Bartlett, as certified by the Illinois State Labor Relations Board in Case No. S-RC-00-07, but excluding all other Village employees, including but not limited to the Chief of Police, lieutenants, sergeants and all other supervisory and non-supervisory employees of the Police Department and the Village as defined by the Act, part-time employees, any employee who does not meet the definition of a peace officer as defined by the Illinois Public Labor Relations Act, and professional employees, short-term employees, managerial employees and confidential employees as defined by the Act.

**Section 1.2. Probationary Period.** The probationary period shall be eighteen (18) months in duration with an option by the Village to extend the probationary period up to six additional months. Time absent from duty or not served for any reason shall not apply toward satisfaction of the probationary period. The probationary period refers to employment status only, and allows the employee to be credited and receive vacation and sick leave time prior to the completion of the probationary period. During the probationary period, an officer is entitled to all rights, privileges or benefits under this Agreement, except that the Village may suspend or discharge a probationary officer without cause and such action shall be final and the officer shall have no recourse under the grievance procedure or otherwise to contest such suspension or discharge.

**Section 1.3. Fair Representation.** The Chapter recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Chapter.

## **ARTICLE II Chapter Rights**

**Section 2.1. Chapter Use Of Bulletin Board.** The Village will make available space on a bulletin board for the posting of official Chapter notices of a non-political, non-inflammatory nature. The Chapter will limit the posting of Chapter notices to such bulletin board.

**Section 2.2. Chapter Membership.** The decision whether to join the Chapter or not join the Chapter is the individual decision of each employee. Neither the Village nor the Chapter will interfere with an employee's freedom of decision and/or discriminate against any employee because of Chapter membership or non-membership.

**Section 2.3. Dues Checkoff.** Upon receipt of a voluntary signed authorization from an employee, the Village agrees for the duration of this Agreement to deduct from such employee's pay uniform Chapter dues and, if applicable, initiation fees. The Chapter will notify the Village in writing of the amount of the uniform dues to be deducted. Deductions shall be made on the first Village payday of each month and shall be remitted to the Chapter within 21 days of the date the deduction is made. In the event an employee desires to cancel the dues checkoff authorization, the employee must provide written notification to the Village and the Chapter; provided, however, that an employee who has signed a dues checkoff authorization may not cancel this authorization for a period of one year, or as of the termination date of this collective bargaining agreement, whichever date occurs sooner. In the event the dues checkoff authorization form used by the Chapter is in conflict with this Agreement, this Agreement shall be controlling.

**Section 2.4. Fair Share.** Any present employee who is not a member of the Chapter, and any employee hired on or after the effective date of this Agreement who does not become a member of the Chapter within 30 days after date of hire shall, commencing 30 days after employment or the effective date of this Agreement, whichever is later, and as a condition of employment, pay to the Chapter each month, through payroll deduction, the employee's proportionate share of the costs of the collective bargaining process, contract administration, and pursuing matters affecting wages, hours and conditions of employment. The Chapter shall certify to the Village which employees are non-members and the amount constituting each non-member employee's proportionate share (hereinafter "fair share"), which shall not exceed dues uniformly required of members.

Fair share deductions shall be made on the first Village payday of each month and shall be remitted to the Chapter within 21 days of the date the deduction is made. No deduction shall be made for any non-member employee until the Chapter certifies to the Village that a notice has been given to that employee containing the following information: (a) a summary of the major categories of Chapter expenses, together with an explanation of the formula used for calculating the fair share fee; (b) a statement that the summary has been verified by an independent auditor applying generally accepted accounting principles; (c) a statement that a procedure exists whereby fair share payers may object to the amount of the fair share fee and have their objections determined within a reasonably prompt period by an impartial decision-maker, and an

explanation of the procedure; and (d) a statement that there exists an escrow account into which contested payments will be placed while non-members' objections are pending.

The Chapter shall have the sole responsibility for providing fair share notices to all non-member employees. The Village shall have no responsibility concerning, and makes no representation regarding, the legal sufficiency or factual accuracy of the Chapter's fair share calculations, fair share amount, or fair share procedures, as described in the aforementioned notice.

Upon notification by the Chapter that any member employee is 60 days or more in arrears in his Chapter dues, the Village shall immediately begin to treat such employee in all respects as a fair share fee payer, subject to the provisions of the preceding paragraphs of this Section, and shall continue to do so until notified by the Chapter that the employee is current in dues payments.

Should any non-member employee subsequently become a member of the Chapter, the Chapter shall promptly notify the Village of such fact, and the Village shall cease to make fair share payroll deductions for such employee effective with the month in which the employee became a member.

**Section 2.5. Indemnification.** The Chapter shall indemnify the Village and hold it harmless against any and all claims, demands, suits or other forms of liability and for all legal costs that may arise out of, or by reason of, any action taken or not taken by the Village in complying with this Article. The foregoing indemnification clause shall not require the Chapter to indemnify or hold the Village harmless in the event the Village initiates a cause of action against the Chapter, unless the Village initiates such an action in response to a claim or cause of action initiated by another party.

**Section 2.6. Chapter Bargaining Team.** All time spent in negotiations will be considered non-work time, provided that the Village will release one (1) bargaining unit employee to attend bargaining sessions held in connection with negotiation of the successor agreement with no loss in pay.



### **ARTICLE III 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 all the operations and services of the Village; to supervise and direct the working forces; to establish the qualifications for employment and examination techniques and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel; to determine and redetermine what work will be performed by employees; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; to establish, implement and maintain an effective internal control program; to determine the overall budget and its organizational structure; and to carry out the mission of the Village provided, however, that the exercise of any of the above rights shall not conflict with any of the written provisions of this Agreement.

## **ARTICLE IV Grievance Procedure**

**Section 4.1. Definition.** A “grievance” is defined as a dispute or difference of opinion raised by an employee or the Chapter against the Village involving an alleged violation of an express provision of this Agreement except that any dispute or difference of opinion concerning a matter or issue subject to the jurisdiction of the Police and Fire Commission shall not be considered a grievance under this Agreement.

**Section 4.2. Grievance Procedure.** Recognizing that grievances should be raised and settled promptly, a grievance must be raised within ten (10) calendar days of the employee’s or the Chapter’s knowledge of the event giving rise to the grievance. A grievance shall be processed as follows:

**STEP 1: Written To Immediate Supervisor.** The immediate supervisor shall answer in writing within seven (7) calendar days of this discussion.

**STEP 2: Appeal To Chief.** If the grievance is not settled in Step 1, the grievant or the Chapter may, within seven (7) calendar days following receipt of the immediate supervisor’s answer, file a written grievance with the Chief of Police (or the Deputy Chief if the Chief so designates) setting forth the nature of the grievance and the contract provision(s) involved. The steward and employee, with an outside representative from the Chapter, if the Chapter deems appropriate, and the Chief (and/or Deputy Chief) will discuss the grievance within seven (7) calendar days after receipt of the written grievance. The Chief may have present other police command personnel whom the Chief determines appropriate. The Chief will give the answer in writing within seven (7) calendar days of the discussion.

**STEP 3: Appeal To Village Administrator.** If the answer of the Chief is not acceptable, the grievant or the Chapter may, within seven (7) calendar days after receipt of the Chief’s answer, submit a written appeal to the Village Administrator. The Village Administrator shall submit a written answer within fourteen (14) calendar days. If the Village Administrator or the outside Chapter representative so elects, a meeting will be held with a Chapter representative or an outside representative of the Chapter, if appropriate, prior to submitting an answer; in which event the answer of the Village Administrator will be due fourteen (14) calendar days after said meeting.

**Section 4.3. Arbitration.** If the grievance is not settled in Step 3 and the Chapter wishes to appeal the grievance, the Chapter may refer the grievance to arbitration within thirty (30) calendar days of receipt of the Village Administrator’s written answer.

- (a) The parties shall attempt to agree upon an arbitrator after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a

panel of five (5) arbitrators. 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 strike two (2) names from the panel. The party requesting arbitration shall strike the first two names; the other party shall then strike two names. The person remaining shall be the arbitrator.

- (b) The arbitrator shall be notified of his or her selection and shall be requested to set a time and place for the hearing, subject to the availability of Chapter and Village representatives.
- (c) The Village and the Chapter shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Chapter retain the right to employ legal counsel.
- (d) The arbitrator shall submit a decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (e) More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
- (f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and the Chapter; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

**Section 4.4. Limitations On Authority Of Arbitrator.** The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. Any decision or award of the arbitrator rendered within the limitations of this Section 4.4 shall be final and binding upon the Village, the Chapter and the employees covered by this Agreement.

**Section 4.5. Time Limit For Filing.** If a grievance is not presented by the employee or the Chapter within the time limits set forth above, it shall be considered waived and may not be further pursued by the employee or the Chapter. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Chapter may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

**Section 4.6. Chapter Representative.** The Chapter may designate a representative by submitting the name in writing to the Chief of Police. The Chapter may also designate an alternate representative to serve in the absence of the representative. When requested by the grievant, the representative may participate in Steps 1, 2 and 3 of the grievance procedure and if

such activity takes place during the normal straight-time work shift, neither the grievant nor the representative shall not suffer any loss of pay. Any other Chapter activity by the representative or alternate shall be during non-work time.

**Section 4.7. Reprimands.** An oral or written reprimand may be grieved, but may not be taken to arbitration.

**ARTICLE V**  
**No Strike-No Lockout**

**Section 5.1. No Strike.** Neither the Chapter nor any officers, agents or employees will instigate, promote, sponsor, and no police officer shall engage in or condone any strike, sympathy strike, slowdown, sit down, concerted withholding of services, mass resignations, mass absenteeism or picketing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. In addition, in the event of a violation of this Section of this Article the Chapter agrees to inform its members of their obligations under this Agreement and their obligations not to strike as imposed by the Illinois Public Labor Relations Act and to direct them to return to work. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

**Section 5.2. No Lockout.** The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Chapter.

**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.

## **ARTICLE VI**

### **Hours of Work and Overtime**

**Section 6.1. Application Of Article.** This Article is intended only as a basis for calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.

**Section 6.2. Normal Workweek And Workday.** The normal workweek shall average forty (40) hours per week, but in some weeks employees shall work more than 40 hours and some weeks less than 40 hours. The normal work day shall be eight (8) hours consisting of a thirty (30) minute unpaid lunch period each day subject to emergency work duties, and a 15-minute paid roll-call and a 15-minute paid period after the shift (e.g., 6:45 a.m. - 3:15 p.m.). If an employee is assigned to a twelve (12) hour workday, then such day shall include a thirty (30) paid meal period, subject to emergency work duties, and three paid 15 minute break periods, subject to emergency work duties. The shifts, work days and hours to which employees are assigned shall be stated on a departmental work schedule. Should it be necessary in the interest of efficient operations to establish different shift starting or ending times or schedules, the Village will give notice of such change to the individuals affected.

**Section 6.3. Overtime Pay.** Employees shall be paid one and one-half (1-1/2) times their regular rate of pay for all hours worked beyond eighty (80) hours in a fourteen (14) day work schedule established by the Department pursuant to the Fair Labor Standards Act. Time paid but not worked (vacations, including one-day vacations, holidays, and compensatory time off) shall be considered as hours worked for the purpose of calculating overtime pay except that paid sick leave shall not be considered as hours worked for the purpose of calculating overtime pay.

**Section 6.4. Compensatory Time.** An employee who is entitled to time and one-half pay under this Agreement may elect compensatory time at time and one-half rate, in lieu of pay, to a maximum of sixty (60) hours, by giving advance notice to the village. An employee with accrued compensatory time may make advance request for time off (in increments of no less than one-half day) and time off will be approved by the Chief or his designee based upon Departmental needs.

**Section 6.5. Off-Duty Court Time.** When an employee is required to spend off-duty time in court on behalf of the Village, the employee will receive a minimum pay guarantee of two and one half (2.5) hours of overtime pay; except that the 2.5 hour minimum overtime pay is not applicable where the employee performs court duty immediately before, during or immediately after the employee's regular shift.

**Section 6.6. Overtime Work.** The Chief of Police or the Chief's designee shall have the right to require overtime work and officers may not refuse overtime assignments. Whenever practicable, overtime will be scheduled on a voluntary basis, except for emergency situations, or except where qualified volunteers are not readily available. It is the objective of the Village to keep mandatory overtime scheduling at a minimum consistent with the need of the Village to provide proper police protection.

**Section 6.7. Call Back.** An employee covered by this Agreement who is called back to work after having left work shall receive a minimum of two (2) hours' work at straight-time rates. This Section shall not apply if an employee is directed to begin work early.

**Section 6.8. No Pyramiding.** Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

**ARTICLE VII**  
**Holidays**

**Section 7.1. Holidays.** The following holidays are observed under this Agreement:

New Year's Day	Day After Thanksgiving
Memorial Day	Christmas Eve
Fourth of July	Christmas Day
Labor Day	New Year's Eve
Thanksgiving Day	Four (4) Personal Days

**Section 7.2. Holiday Pay And Work Requirements.** Employees who have completed ninety (90) days of service shall be credited with eight (8) hours' straight-time pay for each unworked observed holiday paid in the manner set forth in Section 7.3. Employees working on a holiday shall receive time and one-half for all hours worked on the holiday in addition to the employee's regular pay. Employees shall work all holidays which fall within the regular work schedule.

**Section 7.3. Computation of Holiday Pay.** Holiday pay under Section 7.2 will not be computed or paid on a regular pay basis, but in lieu thereof, unused holiday pay will be paid to all employees on or about November 1 of each year, i.e., such employees will be paid for holidays since the prior November 1<sup>st</sup>. Holiday hours will accrue as of the date of the holiday. Holidays will be paid on an eight-hour basis, whether worked or not. An employee may request time off, in lieu of pay, subject to administrative rules established by the Village.



**ARTICLE VIII**  
**Vacations**

**Section 8.1. Paid Vacations.** Employees who, as of their anniversary date each year, attain the years of continuous service with the Police Department as indicated in the following table shall receive vacation with pay as follows:

<b>Continuous Service</b>	<b>Vacation</b>
1st year through 5th year	80 hours
6th year through 10th year	120 hours
11th year or more year	160 hours

Commencing after 15 years, add 8 hours of vacation per year, ending with a maximum of 200 hours after 20 years.

**Section 8.2. Vacation Pay.** A week vacation pay shall be calculated on the basis of forty (40) hours at the employee's regular straight-time rate at the time the vacation is taken.

**Section 8.3. Vacation Scheduling.** Vacations shall be scheduled on a year round basis and employees shall be entitled to accumulate two weeks of vacation time from year to year. The Police Chief shall schedule vacations and determine the maximum number of employees who may be on vacation at any one time, taking into account the needs of the Police Department, employee advance requests, and employee seniority. Vacation may not be taken in increments of less than one full day.

**Section 8.4. Vacation Payout.** Upon resignation, termination or retirement, employees shall be paid for vacation accrued.

**Section 8.5. Vacation Exchange.** An employee with five (5) or more years of service may elect once annually to exchange one week's vacation for pay in lieu of time off by giving written notice to the Village.

## **ARTICLE IX**

### **Sick Leave**

**Section 9.1. Purpose.** Sick leave with pay is a privilege to be used for the employee's own personal illness or personal disability, not a vested right and does not extend to caring for ill or disabled family members or any other purpose. Taking unjustified sick leave may be considered as just cause for dismissal from the Department. Nothing herein shall be construed as a waiver of an employee's right to due process before the Village Board of Fire and Police Commissioners.

**Section 9.2. Days Accrued.** Police officers shall accrue sick leave pay at the rate of one day for each full month of continuous employment up to a total of twelve (12) full days for a continuous work year. The maximum sick leave accrual is 150 days.

**Section 9.3. Accrued Sick Leave.** An employee will receive one day's pay for each day of accrued sick leave which is used according to Section 9.1. Sick leave must be used in increments of no smaller than one-half day and to be eligible the employee must give as much advance notice as possible. In order to be eligible for three or more consecutive days of sick leave, the employee may be required to supply a doctor's certificate which the Police Chief determines is satisfactory medical justification, except that the Police Chief may request a doctor's certificate for a shorter absence if the Chief determines this step is warranted. An employee who has five or more separate instances of sick leave in a calendar year is required to provide a doctor's excuse to be eligible for any further sick leave in that year. In the event a sick leave day and a holiday fall on the same day, holiday, not sick leave, is paid.

**Section 9.4. Sick Leave Payout.** An employee who at the beginning of a calendar year has accrued sixty (60) or more days of sick leave may elect payment at fifty percent (50%) at the end of that calendar year of all sick leave days accrued and unused during that calendar year in excess of six (6) sick leave days. For example, an eligible employee who uses no sick days during a calendar year shall bank six (6) sick leave days and shall be eligible to receive payment for the remaining six (6) sick leave days accrued but not used during that calendar year at fifty percent (50%) pay (three (3) days' pay).

**ARTICLE X**  
**Layoff and Recall**

**Section 10.1. Layoff.** The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees will be laid off in reverse seniority order. No layoff will occur without at least thirty (30) calendar days' notification to the Chapter. The Village agrees to consult the Chapter, upon request, and afford the Chapter an opportunity to propose alternatives to the layoff within the notice period, which they shall consider prior to implementation.

**Section 10.2. Recall.** Employees who are laid off shall be placed on a recall list for a period of one (1) year, at which point seniority and the employment relationship will terminate. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training. Employees who are eligible for recall shall be given ten (10) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail, with a copy to the Chapter, provided that the employee must notify the Police Chief or his designee of his intention to return to work within three (3) days after receiving written notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee and mailing a copy to the Chapter, it being the obligation and responsibility of the employee to provide the Police Chief or the Chief's designee with the latest mailing address. If an employee fails to return to work after recall, or fails to request and obtain an extension of the return to work date, the employee's name shall be removed from the recall list.

**ARTICLE XI**  
**Wages and Other Benefits**

**Section 11.1. Minimum and Maximum Pay Rates.** The minimum and maximum annual salaries for the term of this Agreement are:

	<b>Minimum</b>	<b>Maximum</b>
May 1, 2009	\$53,154	\$75,292
May 1, 2010	\$54,749	\$77,551
May 1, 2011	\$55,844	\$79,102
November 1, 2011	\$56,961	\$80,684

The minimum rate shall be the hiring rate. No employee can be compensated below the minimum salary rate or above the maximum salary rate. Employees shall progress from minimum to maximum by means of annual salary merit increases described in Section 11.2. Wage increases for 09-10 are retroactive to May 1, 2009.

**Section 11.2. Salary Increases and Performance Evaluation and Merit Increase System.** The Salary Administration and Merit Increase System currently in effect, providing for annual merit reviews, shall continue in full force and effect.

It is understood and agreed that annual merit adjustment to base pay for May 1, 2009, May 1, 2010 and May 1, 2011 are subject to the following:

	<b>Increase</b>
Competent	4 Steps
Exemplary	5 Steps
Superior	6 Steps

If an officer has been at the top of the pay system for a year or more as of May 1 and receives a rating of “superior” in his annual performance evaluation, then such officer shall receive a one-time, lump sum bonus in the gross amount of \$1000.00, which said amount shall not be added to base pay. If an officer has been at the top of the pay system for a year or more as of May 1 and receives a rating of “exemplary” in his annual performance evaluation, then such officer shall receive a one-time, lump sum bonus in the gross amount of \$500.00, which said amount shall not be added to base pay.

If, from time to time, the Village updates the format, performance dimensions or criteria of the Salary Administration and Merit Increase System, it will supply the Chapter with written notification of the update. In addition, the Chapter is encouraged to submit any updates to the Village which it would like the Village to consider.

**Section 11.3. Longevity Pay.** Employees shall receive longevity pay in the form of one-time lump sum payments (not added to base rates) when the employee completes the tenth (10th), fifteenth (15<sup>th</sup>), and twentieth (20th) year of employment, as follows:

<b>Continuous Service in Village Employ</b>	<b>Amount of Longevity Pay</b>
After Ten Years:	\$1,000
After Fifteen Years:	\$1,500
After Twenty Years:	\$2,000

**Section 11.4. Reevaluation.** An employee who receives an overall merit evaluation of less than “competent” may request reevaluation sixty (60) days after receipt of the annual evaluation. If upon reevaluation, the employee receives a performance rating of “competent”, the employee shall receive the merit increase effective as of the date of the written reevaluation.

**Section 11.5. Merit Grievance.** Any overall merit evaluation may be grieved to Step 3 of the grievance procedure (Village Administrator), but not beyond Step 3, except that an overall merit evaluation of “competent” or less may be grieved to final and binding grievance arbitration, provided the employee has made a timely request for reevaluation and such reevaluation did not result in an upgrade.

**Section 11.6. Interim Progress Discussions.** If the Village believes that an employee may receive a merit evaluation of less than “competent”, the Village will give the employee a written indication thereof on or before February 1 and will be available to review with the employee what steps should be taken to improve the employee’s performance.

**Section 11.7. Merit Increases - Probationary Employees.** Employees who successfully complete their probationary periods between May 1 and August 31 shall receive the same merit increase step advances as other employees (Competent-4 Steps; Exemplary-5 Steps; Superior-6 Steps). Employees who successfully complete their probationary periods between September 1 and April 30 shall receive the following merit increases: Competent-2 Steps; Exemplary-3 Steps; Superior-4 Steps.

**Section 11.8. Pay Day.** Employees will be paid every two weeks.

**Section 11.9. Canine Officer.** Covered officers assigned to act as the police Canine Officer shall receive compensation as set forth in the Canine Officer Assignment Agreement, attached hereto as Appendix B.

## **ARTICLE XII**

### **Benefits**

**Section 12.1. Rest Periods.** Employees will receive one 15-minute rest period for each full four hours on duty, as scheduled by the Village, unless not allowed because of emergency. Employees must remain at work until the beginning of the rest period and resume work immediately at the end of the rest period.

**Section 12.2. Uniform Allowance.** Newly-hired employees shall be supplied uniforms and equipment which the Department determines appropriate. Probationary employees hired between May 1 and November 1 shall be eligible to receive 50% of the annual uniform allowance described herein on May 1 of the following calendar year. Employees who have completed the probationary period shall receive a \$650 annual uniform allowance to be expended for approved uniform items approved by the Chief of Police.

The uniform allowance payments shall be made as lump sum payments. There shall be no requirement for receipts. Employees are required to maintain their uniforms in a professional fashion at all times.

**Section 12.3. Officer-In-Charge.** In the event the Chief of Police or his designated representative appoints an employee as officer-in-charge of the shift, in writing, for a period of one full shift or more, the employee so selected by the Chief of Police or his designated representative shall receive additional pay of \$3.00 per hour.

**Section 12.4. Protective Vests.** The Village will replace, at Village cost, worn out protective vests, up to a maximum cost of \$650 per vest, including any additional amount needed for customized vests as approved by the Chief of Police. Any additional amount must be paid by the employee. All bargaining unit employees are required to wear vests while on duty. The standard years for replacement will be approximately five years, or the manufacturer's suggested period of useful life.

**Section 12.5. Deferred Compensation Plan.** Employees shall be eligible effective May 1, 1997 to participate in the Village's Section 457 Deferred Compensation Plan as it presently exists or as it may be changed from time to time by the Village. The Village has the right to amend or discontinue this Plan.

**Section 12.6. State of Illinois Police Officer Physical Fitness.** An employee who elects to satisfy the requirements of the Illinois Police Officer Physical Fitness Test (Power Test) shall receive a cash incentive payment of \$275 effective the first year the employee passes the test, \$350 the second consecutive year the employee passes the test and \$400 per year thereafter, so long as the employee takes the test and passes it in each consecutive year. If an employee fails to take or pass the test in a given year, and then passes it the following year, the cash incentive payment shall be \$275. The Chief of Police or his designee will schedule the testing process annually.

**Section 12.7. Pension Pick-Up.** The Village shall implement a program which is known as a pension pick-up program, which means that employee contributions to the Illinois

Police Pension will be paid from pre-tax, rather than after tax, payroll dollars. This program will be effective January 1, 1998, or if later, upon receipt of Internal Revenue approval.

**Section 12.8. Tuition Reimbursement.** Employees will be eligible for tuition reimbursement for approved courses taken during the term of this Agreement, in accordance with the Village's Education Reimbursement Policy, as the same may be changed from time to time by the Village.

## **ARTICLE XIII**

### **Leaves of Absence**

**Section 13.1. Unpaid Discretionary Leaves.** The Village may grant an unpaid leave of absence under this Article to any bargaining unit employee where the Village determines there is good and sufficient reason. The Village shall set the terms and conditions of the leave.

**Section 13.2. Application For Leave.** Any request for a leave of absence shall be submitted in writing by the employee to the Police Chief or the Chief's designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by the immediate supervisor and it shall be in writing.

**Section 13.3. Military Leave.** Military leave shall be granted in accordance with applicable law and this leave shall not be charged against vacation or sick leave and the employee will be compensated by the Village for the difference between his military compensation and his normal monthly salary, less normal payroll deductions, for up to two (2) weeks per year.

**Section 13.4. Funeral Leave.** In the event of death in the immediate family (defined as the employee's legal spouse, children, parents, parents-in-law, brother, sister, brother-in-law, sister-in-law, uncle, aunt, grandparents, or spouse's grandparents or grandchildren), an employee shall be granted up to three (3) consecutive work days as funeral leave (based upon the employee's shift) if the employee attends the funeral. An employee shall provide satisfactory evidence of the death of a member of the immediate family.

**Section 13.5. Leave For Illness, Injury Or Pregnancy.** (a) In the event an employee is unable to work by reason of illness, or injury (including those compensable under workers' compensation), or pregnancy, the Village may grant a leave of absence without pay during which time seniority shall not accrue for so long as the employee is unable to work, except that for a work-related injury compensable under workers' compensation, an employee shall accrue seniority for the first six (6) months of leave.

(b) To qualify for such leave, the employee must report the illness, injury or inability to work because of pregnancy as soon as the illness, injury or pregnancy is known, and thereafter furnish to the Police Chief or his designee a physician's written statement showing the nature of the illness, injury or state of pregnancy and the estimated length of time that the employee will be unable to report for work, together with a written application for such leave. Thereafter, during such leave, the employee shall furnish a current report from the attending doctors at the end of every forty-five (45) day interval.

(c) Before returning from leave of absence for injury, illness or pregnancy, or during such leave, the employee at the discretion of the Village may be required to have a physical examination by a doctor designated by the Village to determine the employee's capacity to perform work assigned. A leave of absence for illness, non-job related injury or pregnancy will under no circumstances be granted until an employee's entire accrued sick leave is first exhausted.



**Section 13.6. Benefits While On Leave.** (a) Unless otherwise stated in this Article or otherwise required by law, length of service shall not accrue for an employee who is on an approved non-pay leave status. Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a pay status. Unless otherwise stated in this Article, an employee returning from leave will have seniority continued after the period of the leave. Upon return, the Village will place the employee in his or her previous job if the job is vacant; if not vacant, the employee will be placed in the first available opening in his or her job according to the employee's seniority, where skill and ability to perform the work without additional training is equal.

- (a) If, upon the expiration of a leave of absence, there is no work available for the employee or if the employee could have been laid off according to his or her seniority except for his or her leave, he shall go directly on layoff.
- (b) During the approved leave of absence or layoff under this Agreement, the employee shall be entitled to coverage under applicable group and life insurance plans to the extent provided in such plan(s), provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the Village.

**Section 13.7. Non-Employment Elsewhere.** A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Employees who engage in employment elsewhere during such leave may immediately be terminated by the Village.

**Section 13.8. Family and Medical Leave Act of 1993.** The parties agree that the Employer may adopt, alter and enforce policies in compliance with the Family and Medical Leave Act of 1993 ("FMLA").

**ARTICLE XIV  
Insurance**

**Section 14.1. Life Insurance.** The Village shall provide at Village cost group life insurance in the amount of \$40,000 for employees (not dependents).

**Section 14.2. Village Basic Group Medical Insurance Plan.** The Village maintains a group medical and hospital insurance program for all regular full-time employees of the Village. The Village shall provide group medical and hospital insurance for all employees covered by this Agreement and their eligible dependents as prescribed within the terms and conditions of the policy or plan. The Village reserves the exclusive right to change carriers, alter or amend group medical and hospital insurance based on changes in coverage or insurance cost. However, employees covered by this Agreement will, during the term of this Agreement receive the same coverage as all other eligible non-bargaining unit Village employees. Provided, however, the Village shall continue the current co-pay reimbursement program for bargaining unit employees for the life of this contract.

**Section 14.3. Village Health Maintenance Organization (HMO) Plan.** The Village shall provide one or more health maintenance organization plans covering employees and dependents. The benefits and HMO carrier shall be the same as those benefits and HMO carrier covering other Village employees, and may be changed from time to time by the Village.

**Section 14.4. Cost of Coverage.** The medical insurance premiums, which may change from time to time, shall be paid for on a contributory basis by the Village and the employee as follows:

	<b>Village Basic Plan Under § 14.2</b>
Employee-Only	85% Village 15% Employee
Family Coverage (employee and dependents)	85% Village 15% Employee
	<b>Village HMO Plan Under § 14.3</b>
Employee-Only	90% Village 10% Employee
Family Coverage (employee and dependents)	90% Village 10% Employee

**Section 14.5. Pre-Tax Insurance Contribution.** Employee contribution to group medical insurance can be paid out of pre-tax rather than after-tax salary dollars.

**Section 14.6. Other Pre-Tax Payments.** The existing Section 125 and 129 plans will be continued during the term of this Agreement, to the extent permitted by law.

**Section 14.7. Dental Insurance.** Employees covered by this Agreement shall be covered by the same dental insurance plan which is made available to all other Village employees, which plan may be changed from time to time by the Village, by contributing the same dollar amounts as other Village employees contribute.

**Section 14.8. Retiree Medical.** An officer who retires in good standing with at least 20 years of service in the police department who is 50 years of age at time of retirement may, upon such retirement, elect to continue to participate in the Village's group medical insurance policy or plan, as the same may be changed from time to time by the Village for bargaining unit members, at the retired officer's own expense. The officer shall pay 100% of the cost of the premium for himself and eligible dependents, if dependent coverage is elected. When an eligible insured becomes eligible for Medicare, insurance benefits shall be in accordance with the applicable terms of the Village insurance plan. The retired officer and his or her dependents shall become ineligible to continue such coverage in the event the officer fails to remit payment of the premium to the Village in a timely manner, or as otherwise provided under the Village insurance plan.

**Sick Leave Buy Back Upon Retirement.** This provision shall only be applicable to bargaining unit employees who voluntarily retire during the term of this collective bargaining agreement and receive a pension pursuant to the Policemen's Pension Fund, 40 ILCS 5/3-101 et seq. Effective on or after January 1, 2007, any such officer may, at time of separation, request a buy back of accrued sick leave days in excess of 60 days, as specified herein. Those days in excess of 60 may be bought back at the rate of 1/3 of a day's pay for each such day, provided a maximum of 90 days may be applied to this sick leave payout provision, for a total of 30 days of pay at time of separation. The proceeds of any such sick leave buy back may be placed into the Retirement Health Savings Plan established by the Village, subject to the terms and conditions of the RHS Plan. For example, if an employee resigns with 75 days of accrued but unused sick leave, the employee may request a buy back of 15 days (75 minus 60) at the rate of 1/3 of a day's pay for each day, for a total of 5 days pay.

**Section 14.9. RHSP Contribution.** Effective on or about January 1, 2010, the Village will contribute \$1,100 per calendar year for each non-probationary employee into a Retirement Health Savings Plan offered by the ICMA Retirement Corporation (hereinafter referred to as the "RHS Plan") created for this bargaining unit, pro rata for persons employed in such capacity for less than a full calendar year. Employee eligibility for participation in the RHS Plan, as well as contribution elections, withdrawals, qualified expenses, benefits provided and the tax effect of providing those benefits shall all be governed by the terms and conditions set forth in the RHS Plan document, as the same may be changed from time-to-time by the Village or the Plan Administrator.

**ARTICLE XV**  
**General**

**Section 15.1. Health and Safety.** The Village will make reasonable provision for the safety and health of employees during their hours of employment. The employees will abide by the health and safety rules of the Village.

**Section 15.2. Fire and Police Commission.** The parties recognize that the Fire and Police Commission has certain statutory authority over employees covered by this Agreement, including but not limited to the right to make, alter and enforce rules and regulations. Nothing in this Agreement is intended in any way to replace or diminish the authority of the Fire and Police Commission, provided such authority shall be exercised in accordance with the terms of this Agreement.

**Section 15.3. Disciplinary Meetings.** Employees and the Chapter shall be given prior written notice of disciplinary suspensions and/or termination. The Chapter may request a meeting with the Chief of Police to discuss the proposed suspension or termination prior to instituting discipline or an appeal to the Fire and Police Commission.

**Section 15.4. Drug Testing.** In the event that the Village has reasonable suspicion of drug use based upon an employee's physical or mental ability to perform assigned duties, the Village may require the officer to submit to urinalysis, blood tests and/or other appropriate tests. The test results will be submitted to the Chief of Police and in the event of a positive test indicating alcohol abuse or unlawful use of drugs, the employee involved may be disciplined.

Prior to implementing any testing policy or testing any employee for drug use as permitted herein, the Village shall advise the Chapter of its testing methods and procedures and the safeguards to be applied to insure the integrity of such testing. In the case of a positive test, there shall be a confirmatory test using GC/MS techniques.

In case of any employee who tests positive for drug use, the Village and the Chapter will consult on whether to provide an opportunity for such employee to enter and successfully complete an appropriate rehabilitation program. Nothing herein shall preclude disciplinary action against any employee where a test shows the presence of drugs; nor shall it be interpreted to preclude disciplinary action for misconduct, including violation of applicable law, which may be related to drug use.

Confidentiality of test results will be preserved and test results will only be disclosed to high level management and persons within the Police Department. No further disclosure will be made without the employee's express written authorization, except in litigation or arbitration.

The Village may order random drug testing (urinalysis), at its discretion, twice per calendar year. In each instance 10-20% of the sworn employees may be tested. Random testing shall be performed on an employee's on-duty day. The selection process will be made by drawing names randomly in the presence of a Chapter representative and the Chief of Police or a Deputy Chief of Police. Notification of a required drug test pursuant to this paragraph shall be made by the Chief's secretary or a supervisor in the rank of Sergeant or above.

In the event of a random test, the Village will implement an EMIT test as a drug screen and no conclusions will be based upon the initial screen. In the event of a positive result on the initial screen, the Village will submit the sample for a confirmatory test using the GC/MS testing procedure. A split sample method will be used initially. Upon request of the officer following a positive confirmatory test, the sample will be supplied to an independent laboratory selected by the officer, with the cost paid by the Village (but not to exceed the Village cost for its own confirmative GC/MS test). Employees who voluntarily seek assistance, before any positive drug test and before any disciplinary offense associated with illegal drugs or alcohol, will be permitted to take advantage of a Village-established Employee Assistance Program, which may be changed from time to time by the Village, after consultation with the Chapter. Any utilization of the Employee Assistance Program as described above shall be without disciplinary consequence.

**Section 15.5. Fitness Examinations.** If there is a justifiable concern about an employee's medical fitness for duty or medical fitness to return to duty, the Village may require that the employee have an examination by a qualified and licensed physician or other appropriate medical professional selected by the Village. Should a covered employee be required to submit to an examination pursuant to this section, the employee shall be furnished a copy of any medical report. The Village will pay for the examination.

**Section 15.6. Solicitation.** The parties agree that bargaining unit members will not solicit any person or entity for contributions on behalf of the Bartlett Police Department or the Village of Bartlett.

Bargaining unit members agree that the Village name, shield or insignia, communications systems, supplies and materials will not be used for solicitations purposes. Solicitation by bargaining unit employees may not be done on work time or in a work uniform. The Bargaining unit members agree that they will not use the words "Bartlett Police Department" in their name or describe themselves as the "Village of Bartlett." The bargaining unit members shall have the right to explain to the public, if necessary, that they are members of a labor organization providing collective bargaining, legal defense and other benefits to all patrol-rank police officers employed by the Village. This paragraph does not apply to the solicitation efforts of the Metropolitan Alliance of Police or any of its agents who are not bargaining unit members.

Each party to this Agreement agrees that they will comply with all applicable laws regarding solicitation.

**ARTICLE XVI**  
**Term of Agreement and Legality Clauses**

**Section 16.1. Complete Agreement.** This Agreement supersedes and cancels all prior practices, policies and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term. If a past practice is not addressed in the Agreement, it may be changed by the Village as provided in the management rights clause. Each party waives the right to bargain further on any subject during the term of this Agreement.

**Section 16.2. 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, agency or court decision; and upon issuance of such a decision, the Village and the Chapter agree to immediately begin negotiations on a substitute for the invalidated article, section or portion thereof. During the course of such negotiations, **Article V, No Strike-No Lockout**, shall remain in full force and effect.

**Section 16.3. Term of Agreement.** This Agreement shall be effective as of May 1, 2009. This Agreement shall remain in full force and effect until 11:59 p.m. on April 30, 2012. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

VILLAGE OF BARTLETT:

METROPOLITAN ALLIANCE OF POLICE,  
CHAPTER NO. 114:

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**APPENDIX A  
VILLAGE OF BARTLETT  
POLICE OFFICER SALARY SCHEDULE**

<b>Step Pay Range Adj.</b>	<b>5/1/2009 Annual 2.00%</b>	<b>5/1/2010 Annual 3.00%</b>	<b>5/1/2011 Annualized 2.00%</b>	<b>11/1/2011 Annualized 2.00%</b>
Start	53,154	54,749	55,844	56,961
2	54,221	55,848	56,965	58,104
3	54,761	56,404	57,532	58,682
4	55,308	56,968	58,107	59,269
5	55,862	57,538	58,689	59,863
6	56,420	58,113	59,275	60,461
7	56,985	58,695	59,869	61,066
8	57,552	59,279	60,465	61,674
9	58,131	59,875	61,072	62,294
10	58,710	60,471	61,681	62,915
11	59,298	61,077	62,298	63,544
12	59,890	61,687	62,921	64,179
13	60,491	62,306	63,552	64,823
14	61,094	62,927	64,185	65,469
15	61,706	63,557	64,828	66,125
16	62,324	64,194	65,478	66,787
17	62,944	64,833	66,129	67,452
18	63,575	65,482	66,791	68,127
19	64,215	66,142	67,464	68,814
20	64,853	66,798	68,134	69,497
21	65,503	67,468	68,818	70,194
22	66,157	68,142	69,505	70,895
23	66,821	68,826	70,202	71,606
24	67,487	69,512	70,902	72,320
25	68,162	70,206	71,610	73,043
26	68,843	70,908	72,326	73,773
27	69,531	71,617	73,050	74,511
28	70,225	72,332	73,778	75,254
29	70,931	73,059	74,520	76,010
30	71,637	73,786	75,261	76,767
31	72,354	74,524	76,015	77,535
32	73,078	75,270	76,776	78,311
33	73,809	76,024	77,544	79,095
34	74,547	76,783	78,319	79,885
35	75,292	77,551	79,102	80,684



## APPENDIX B

### Canine Officer Assignment Agreement

The Village of Bartlett Police Department, through its Chief of Police, Dan Palmer, and Officer \_\_\_\_\_, hereby agree to the following conditions which relate to Officer \_\_\_\_\_'s assignment as the department's Canine Officer.

As the department's Canine Officer, I, \_\_\_\_\_, accept as witnessed by my signature, the following conditions of this assignment:

- A. That I will be responsible for the following canine duties during my normal work hours:
  - 1. Exercise
  - 2. Training
  - 3. Procuring food and supplies
  
- B. That I will be responsible for the following canine duties **off-duty**, at my residence:
  - 1. Cleaning the dog's kennel or other place where the dog is kept, and cleaning up after the dog.
  - 2. Feeding
  - 3. Exercise on off-duty days
  - 4. Trips to designated animal hospital/veterinarian
  - 5. Grooming

I understand that my regular **on-duty** work hours will be reduced by one hour per work day (10 hours per 14-day pay period), and that those 10 hours, which are paid, will be used to perform the **off-duty**, at-home canine care activities identified in (B) above. This will generally result in an **on-duty** work day of 7.5 hours (including a 30 minute unpaid lunch), and one paid hour **off-duty** for the purposes of performing at-home, canine care activities.

I understand that if the off-duty, at-home canine care activities exceed the standard 10 hours per pay period, that I am responsible for reporting the excess time on the bi-weekly activity sheet I will submit to my supervisor at the end of my last regular work day at the end of the pay period. I understand I am required to identify and describe on this activity sheet the extra canine duties I engaged in, and the times and duration during which they took place. I also understand that all overtime incurred for any reason must be reported via an overtime card within

the same fourteen day pay period in which it was worked in order to be considered and approved for payment.

- C. Any and all necessary purchases of food, equipment, other supplies, and boarding expenses related to the care and training of the canine will be made via the establishment of a Village account with an appropriate supplier, and not at my own expense or at a location which is not approved by the Chief of Police or his designee (except under emergency circumstances).
- D. That I will only house the dog at my residence with the exception of those time-off absences described in Section G below.
- E. That all use of the assigned squad car will be limited to normal patrol duty and travel to and from duty assignments, to include boarding, medical care, and training of the canine.
- F. All canine medical care, either preventative or emergency in nature, will be done at an animal hospital designated and approved by the Chief of Police, and all related expenses will be billed to the Village by the animal hospital and paid directly to the animal hospital via the Finance Department's established payment system.
- G. I understand all extended time off take (three consecutive days or longer, including weekends) will be reported to my supervisor with at least one week's advance notice (except during emergencies). When traveling from home, I will board the canine at the pre-designated kennel or animal hospital and with the approval of the Chief of Police or his designee.

The undersigned acknowledge that this agreement shall remain in effect until such time as either party deems it necessary to make changes or terminate same due to personnel or program changes.

**Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.**

\_\_\_\_\_  
 Dan Palmer  
 Chief of Police  
 Village of Bartlett

\_\_\_\_\_  
 Canine Officer  
 Village of Bartlett