Resolution No. 22-2015

RESOLUTION

VILLAGE OF GILBERTS

A Resolution approving an agreement with Metropolitan Alliance of Police Chapter #423

Be it Resolved by the President and Board of Trustees of the Village of Gilberts, Kane County, Illinois that:

Section 1:

The Village of Gilberts hereby authorizes the Village President and Village Clerk to execute a negotiated contract agreement between the Village of Gilberts and the Metropolitan Alliance of Police, Gilberts Police Chapter #423 to provide police services and such documents as are necessary and convenient to effectuate as here by attached hereto and made a part hereof as Exhibit A as approved.

Section 2:

This resolution shall be in full force and in effect from and after its passage and approval pursuant to law.

Passed this 28th day of April, 2015 by a roll call vote as follows:

	Ayes	Nays	Absent	Abstain
Trustee Dave LeClercq			✓	
Trustee Dan Corbett	✓			
Trustee Nancy Farrell	✓			
Trustee Louis Hacker	✓			
Trustee Patricia Mierisch			✓	
Trustee Guy Zambetti	✓			
President Rick Zirk				

APPROVED THIS 28th DAY OF April, 2015

Village President, Rick Zirk

SEAL OF THE VILLAGE OF GILBERTS INCORPORATED 1890 ILLINOIS

(SEAL)

ATTEST: Debra Meadows

Village Clerk, Debra Meadows

Published: April 29, 2015

NEGOTIATED AGREEMENT BETWEEN THE

METROPOLITAN ALLIANCE OF POLICE
GILBERTS POLICE CHAPTER # 423

AND

THE VILLAGE OF GILBERTS

MAY 1, 2015 — APRIL 30, 2018

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PREAMBLE

This Agreement entered into by the Village of Gilberts, Kane County, Illinois, an Illinois Municipal Corporation, hereinafter referred to as "the Employer," or "the Village," and the Metropolitan Alliance of Police Gilberts Chapter # 423, 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 and probationary police officers with the rank of Sergeant and below of the Village of Gilberts, as defined herein below and hereinafter referred to as "Officers,", "Sergeants,", "Corporals", or "employees", or when the context requires a singular noun, as "Officer," "Sergeant," "Corporal" 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-05-143, dated August 12, 2005, 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 employees in the Village of Gilbert Police Department in the ranks of Patrolman, Patrolman/Detective, Corporal/Detective, Sergeant, sworn full-time, and probationary officers with a rank of Sergeant and below within the police department of the Village of Gilberts, as described above, and excluding the Chief of Police and all other supervisory, managerial and confidential employees as defined by the Illinois Public Labor Relations Act all other persons employed by the Village of Gilberts. 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 auxiliary or part-time police officers 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.

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 date of employment. An exception shall apply to any officer who: (a) is certified as a full-time officer; (b) is hired as a full-time police officer after having completed a probationary period with the Village as a part-time police officer; and (c) has worked as a part-time police officer for the Village at least 1560 hours in the 24-month period immediately preceding his hire date as a full-time employee. In the case of a police officer who qualifies for this exception, the probationary period will be six (6) months

from date of hire as a full-time police officer. The exception shall be applied retroactively to officers who meet the criteria for the exception and who were hired on or after January 1, 2015.

The Chief of Police shall have the authority to extend the probationary period for a police officer, whether it be a normal probationary period or one established by means of the exception, 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, 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 Gilbert's Police Chapter #423 as certified by the Illinois Labor Relations Board in Case No. S-RC-143, dated August 12, 2005.

2. "Compensated Time" shall refer to hours actually worked by an employee subject to the terms herein as well as vacation time, but shall not include sick and personal time.

3. "Union" shall refer to the Metropolitan Alliance of Police.

4. "Village" shall refer to the Village of Gilberts.

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; 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 work hours (shift hours); to determine internal investigation procedures; to take any and all actions as may be necessary to carry out the mission of the Village and the Police Department in the event of civil emergency as may be declared by the Village President, Police Chief, or their authorized designees. 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, except where agreed upon by both parties.

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 in writing no later than thirty (30) calendar days prior to such layoff, except under emergency circumstances. The Employer will provide the Chapter with the names of all employees to be laid off prior to the layoff. Probationary employees, temporary and part-time 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 or 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 twelve (12) 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 day's notice of recall. Notice of recall shall be sent to the employee by certified 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) calendar days after receiving 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) calendar 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, sympathy strike, secondary boycott, slowdown, speed-up, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal or unapproved enforcement procedures or policies or work to the rule situation, mass resignations, mass absenteeism, picketing of any Village building, facility or work site, or picketing which in any way results in the interruption or disruption of the operations of the Village, regardless of the reason for so doing. Each employee who holds the position of officer or steward of the Chapter occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Chapter agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

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.

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, up to and including discharge, and to statutory penalties. Any action taken by the Employer against any employee who participates in any action prohibited by Section 5.1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure. The failure to confer a penalty in any instance is not a waiver of such right in any other instance, nor is it a precedent.

ARTICLE 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. The corporal shall be paid at the starting sergeant step.

Section 6.2. Normal Work Hours:

The normal workday shall be eight (8) hours or twelve (12) hours, depending upon the Chief's discretion, shift format, and/or specialty assignments, 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.

Any hours of compensated time during a normally scheduled 14-day work cycle that are in excess of eighty (80) hours for officers on eight (8) hour shifts, or eighty-four (84) hours for officers on twelve (12) hour shifts, shall constitute overtime and shall be paid (in cash or compensatory time, at the employee's election but consistent with Section 6.10) at the rate of one and one-half (1½) times the employee's current rate of pay. For purposes of this Agreement, "compensated" time does not include Sick Days or Personal Days taken less than seven (7) days in advance.

By mutual agreement, Sergeants, Corporals, and Police Officers currently are working 12-hour shifts. During the term of this Agreement, however, if the Chief of Police should determine that the 12-hour shift format has not met the operational needs of the Department, or has adversely affected the level of police services to the community, or has had severe economic consequences, or has resulted in unacceptable Sick Leave usage, or has diminished productivity or safety, the Chief shall have the right to discontinue the 12-hour shift format and revert back to the 8-hour shift format provided for or permitted by this Collective Bargaining Agreement. The reversion back to the 8-hour shift format must be reasonable and is subject to the grievance procedure. In the event that 12-hour shift employees revert to the 8-hour shift format, overtime for such employees shall be determined as provided above for officers on eight (8) hour shifts.

Section 6.3. 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 applicable straight or overtime rate of pay, depending upon circumstances. If the employee who is called back works for more than two (2) hours, he shall be compensated for the actual time worked.

Section 6.4. 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. No employee shall receive overtime until he/she has worked his/her scheduled 84 hours in a two-week pay period including "Compensated Time" as defined in Section 6.2.

When overtime assignments for full "SHORT SHIFTS" (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 within three (3) consecutive calendar days unless the officer agrees to do so.

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, providing that they have me the forty (40) hour work week.

All overtime shifts that arise will be offered to full-time officers equal in rank first based on seniority, unless another full-time officer can hold over from the shift prior.

Section 6.5. Court Time:

Any employee 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 straight or overtime rate of pay, depending upon the circumstances, unless the time extends to time worked outside his/her regular shift. The Village may provide a department vehicle if one is available. If no vehicle is available, the Village will pay mileage at the applicable IRS rate, only to the extent that the personal vehicle mileage exceeds that of the round trip mileage from the affected officer's home to the Village Police Department.

Section 6.6. 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, including all routine calls within their beat.

Section 6.7. 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.

2. The Employee changing shifts will forfeit seniority for vacation picks only on the new shift.

Section 6.8. 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 at the officer's applicable pay rate or overtime rate of pay as long as the 40 hour work week is meet.

Section 6.9. Acting Sergeant Compensation:

Patrol Officers assigned as Acting Sergeant for ten (10) or more consecutive work days in any thirty (30) calendar day period shall be compensated at the starting sergeant's pay rate for all hours so worked.

Section 6.10. Compensatory Time:

In lieu of overtime pay in accordance with Sections 6.2 and 6.4, an employee 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. No employee shall be permitted to receive compensatory time except with the written permission of the Chief or his designee.

An employee may accrue and bank up to a maximum of eighty-four (84) hours of compensatory time. Once the eighty-four (84) hour limit on compensatory time accumulation has been reached, all overtime worked in excess of that limit shall be compensated by overtime pay. On April 30 of each year, all compensatory time in each officer's bank shall be converted to overtime and paid out as part of the officer's next paycheck.

Scheduling for compensatory time off shall be at the discretion of the Chief of Police or his designee.

Section 6.11. Specialty Pay for FTO Duties:

An officer assigned as a field training officer (FTO) shall be compensated at the rate of one (1) hour of overtime pay or compensatory time off for each full 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. Sergeants are not eligible for FTO pay, inasmuch as that training responsibility is an essential job function of the rank of Sergeant.

ARTICLE VII
CHAPTER SECURITY AND DUES CHECK-OFF

Section 7.1. Fair Share:

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

Section 7.2. 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 Metropolitan Alliance of Police within fifteen (15) calendar days after the deductions have been made.

Section 7.3. Indemnity:

The parties agree that in the event of a legal challenge to the Fair Share Agreement, the Union will bear the entire burden of defense, provided that the City does not initiate or prosecute such a legal challenge.

Section 7.4. 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 7.5. 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 that are non-inflammatory and non-political in nature. The Chief of Police or his designee may remove posted items, which he reasonably believes to be inflammatory or political in nature.

Section 7.6. 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 no more than two (2) 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.

Attendance at labor-management meetings shall be voluntary on the employee's part. Attendance shall not interfere with required duty time and attendance, if during duty time, is permitted only upon prior approval of the Employer.

ARTICLE VIII
VACATION

Section 8.1. Eligibility and Allowances:

All employees shall be eligible for paid vacation time after the completion of 1 year of continuous full-time employment.

Section 8.2. Scheduling:

Employees shall be allowed to take accrued vacation time according to the Village Personnel Manual in accordance with Police Department manpower requirements, and on the basis of their seniority. Sign up for annual vacations will be according to Police Department policy. A sign-up sheet will be posted providing each employee a date on which to select vacation. Dates will be selected in increments of one (1) day at a time. Vacation will be assigned according to seniority by rank, with the most senior employee within rank 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. No vacation days may be taken without prior notice to and approval of the Chief of Police.

Unused earned vacation days may be taken at any time during the ~~calendar~~ **fiscal** year in which they are earned. Subject to the approval of the Chief or his designee, a maximum of forty (40) hours may be carried over to the following calendar year but the employee must use the vacation days in the first quarter of the Villages fiscal year (starting May 01) or the vacation days will be paid out to the employee. In no event shall an employee be paid for more than one-half (1/2) of his annual vacation time. Subject to Chief's approval, Employees may take two (2) vacations, earned in different years, back to back.

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 will be allowed to include the officer's regularly scheduled days off, occurring immediately before and after such vacation.

Section 8.3. Accrual Schedule:

Vacation leave shall be earned during the Village's fiscal year, May 01 to April 30, of the following year. Vacation sign-up shall begin in January of each calendar year and officers may register for vacation before it is earned, but no vacation can actually be taken until after it is earned. Vacation can be taken at the following rates:

For less than one (1) year of service	-0-
Following completion of one (1) year of service	40 hours
Following completion of 2nd, 3rd & 4th years of service	80 hours
Following completion of 5th through 11th years of service	120 hours
Each anniversary following and including the 12th year	160 hours

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 an 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 alone. Effective upon execution of this Agreement, the following ten (10) days are holidays with pay for all employees of the Gilberts Police Department:

New Years Day	Independence Day
President's Day	Friday Before Easter
Memorial Day	Labor Day
Thanksgiving Day	Day After Thanksgiving
Christmas Eve Day	Christmas Day

Section 9.2. Holiday Pay:

a. As each of the holidays listed in Section 9.1 is observed, each Officer covered by this Agreement, whether he works the holiday or not, shall receive twelve (12) hours at the Officer's base rate of pay as holiday pay. The hours used to calculate holiday pay do not count as actual hours worked for the purposes of calculating overtime.

b. An Officer scheduled to work on a recognized Village holiday shall do so, unless the Officer is using approved benefit time. An Officer who is working on the designated holiday shall be paid at his regular rate. For the purposes of calculating overtime within a pay period, hours worked on a holiday shall count the same as time worked on any other shift.

Section 9.3. Personal Time:

Effective May 1, 2007, each full time employee with one or more years of service on the active payroll as of the beginning of a fiscal year are entitled to three eight (8) hour days (24 hours) of personal time off with pay during the fiscal year. Employees with less than one year but more than six months of service will receive two eight (8) hour days (16 hours); employees with less than six months will receive one eight (8) hour day (8 hours). Said time shall not be charged against vacation time or sick time.

To be eligible, an employee must schedule the personal time and receive the approval of the Police Chief. Such requests to schedule personal time off shall not be unreasonably denied and, except in an emergency, shall be made a minimum of seven (7) calendar days ahead of time, or at the discretion of the Police Chief.

The personal leave day must be used by the end of the fiscal 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 must be reported to the Supervisor in charge at least two (2) hours prior to assigned working shift. A late report of illness may be accepted and approved by the Police Chief or his designee. Failure to report an absence at least two (2) hours prior to the start of the normally scheduled shift is subject to disciplinary action.

Section 10.2. Sick Leave:

Sick leave with pay is provided as a benefit in recognition that people do contract various illnesses from time-to-time, that their financial resources may be diminished in such instances, if pay is discontinued, and that it may not be in their best interest or health or the health of fellow employees for them to work while sick. Any covered officer on sick leave shall take whatever steps are medically necessary to remedy his or her condition.

The Chief of Police may require any covered employees to submit written physician verification of treatment and that the employee is fit to return to work for any absence from work for illness of three (3) consecutive work days or more. The Chief of Police may also require such verification at any time he reasonably believes that an abuse of sick leave is taking or has taken place.

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

a. Personal illness or physical injury;
b. Quarantine of an employee by a physician;
c. Illness or injury of an immediate family member of the employee (an immediate family member shall be a spouse, parent, child, brother, sister, mother-in-law and father-in-law, when that person resides with the employee or it can be shown that the employee's presence is necessary);
d. Any purpose within the guidelines of the Family Medical Leave Act if applicable
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, subject to the approval of the Chief of Police.
f. To extend funeral leave

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 (96 hours per year), with a maximum accrual of 564 hours.

All employees covered by this agreement shall retain all current accrued but unused sick leave. Sick pay shall begin to accrue from the date of employment but shall not be taken until after six (6) months of employment. Sick time may be used in increments of at least one (1) hour.

Section 10.4. Sick Leave Incentive:

Employees may transfer credit of earned sick days to another employee with the approval of a committee comprised of two persons designated by the Union (from members of the bargaining unit), Chief of Police and one person designated by the Village. The committee may grant a transfer request only if the following criteria have been met:

1. the affected employee has exhausted all of his own sick leave;

2. the affected employee has a serious illness as determined by the committee;

3. the total of donated hours to any affected employee shall not exceed 320 hours in any calendar year; and

4. any transferring employee has not donated more than forty (40) sick leave hours in any calendar year, and will not, after such transfer, be left with less than 240 hours of accrued sick leave.

Section 10.5. Funeral Leave:

Any employee covered by this Agreement shall be entitled to three (3) paid day's funeral leave upon the death of a member of the employee's immediate family. The Employee 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, aunt, uncle or grandparent, or any relative residing in the Employee's residence for at least ninety (90) calendar days 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, according to Village Policy. Any unauthorized absence from work shall be cause for disciplinary action.

Section 10.7. Military Leave:

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

Section 10.8. Jury Duty:

Police 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. A police officer assigned to a shift other than the midnight shift who is called for jury duty on a scheduled work day, but is not selected for service on a jury, shall, if more than three (3) hours are remaining on his/her tour of duty, report for duty without unreasonable delay of being released from jury duty. A police officer will be paid his/her regular compensation for such service provided that he/she reports for duty as set forth herein. Should an officer fail to report for duty as specified herein, he shall be paid his/her regular compensation only for those regularly scheduled duty hours during which he was required to appear at the location specified for jury duty

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. A pregnant employee may be required to purchase, at her own expense, a maternity police uniform.

A pregnant Employee will utilize, in the following order, available leave time while absent prior to, during or after the birth of her child: unused personal days, accrued sick leave, 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:

Police Employees 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. An employee who attends a police-related seminar, upon the direction of the Chief, on his own time will receive one (1) hour pay for each hour spent in said seminar. Full time employees 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 Gilberts. Full time employees attending special schools or training academies outside of the Village shall be allowed to utilize a police department squad, when available, for travel to and from the school or academy.

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 employees.

Section 11.3. Educational Reimbursement:

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

Grade of A or 4.0 on a 4.0 scale - 90% reimbursement of costs identified above
Grade of B or 3.0 on a 4.0 scale - 80% reimbursement of costs identified above
Grade of C or 2.0 on a 4.0 scale - 75% reimbursement of costs identified above
Grade lower than C – no reimbursement of any costs

Employees 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 student. Hours spent in attending, traveling, preparing, attending and/or completing study material or any other time spent by the student is considered non working hours and as such not payable by the Village.

Tuition reimbursement pursuant to this section shall not exceed $1,500.00 per year or $5,000.00 lifetime per officer. If the Village makes any educational reimbursement, the employee receiving such benefit must commit in writing to continue to work for the Village for twelve (12) calendar months beyond the end date of his/her class. If he/she resigns or retires, all monies paid for tuition and expenses within the previous twelve (12) calendar months must be refunded to the Village within thirty (90) calendar days of the Employee's departure. If the employee departs employment within six (6) months of completion of his/her classes, the employee shall be responsible for repayment all expenses paid for by the Village at a rate of 100% of the expenses. In this case all monies paid for tuition and expenses must be refunded to the Village within thirty (30) calendar days of the Employee's departure

Section 11.4. Travel and Meeting Expense Allowances:

The Village shall, upon the Chief's approval, reimburse Police Employees for professional conferences and training seminars lasting five (5) or more hours, including meals and lodging for such training and/or seminars, subject to village guidelines as established in the Village Personnel Manual.

Conventions, seminars, workshops, and conferences, generally of a national scope or regional (multi-state), gathering of national groups may be attended by Employees 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 Employees or their specifically designated representatives.

Subject to guidelines as set forth in the Village Personnel Policy, a Police Employee wishing to attend a conference or gathering at his expense must receive a specific approval of the Chief of Police to be away from his or her regular duties.

Any Police Employee attending any conference, meeting, seminar or convention and being reimbursed by the Village is to submit paid receipts for reimbursable expenses. The Village Treasurer will not reimburse expenses which are not documented or which are unreasonable, subject to the guidelines as established in the Village Personnel Manual.

As described by this section, the guidelines as established in the Village Personnel Manual are intended to describe the procedure for obtaining this reimbursement, and not to limit this benefit.

Section 11.5. Probationary Police Officers and Reimbursement of Training Costs:

A. Satisfactory completion of twelve (12) months of probationary employment, following graduation from the police academy, is required of all probationary police officers before a regular appointment to said position is made.

B. Within the first twelve (12) months of employment, each probationary police officer who has not already done so must attend and satisfactorily complete a Basic Law Enforcement course of instruction, of which the content, duration, and criteria for receiving a final passing grade must and shall be approved and certified by the Illinois Local Governmental Police Officers Training Board. The cost of that course includes training, uniforms, tuition and travel. The Village will pay that amount on behalf of the probationary police officer, and that payment shall be considered a loan to the probationary police officer.

C. Each probationary police officer who has not already done so must, as soon as is practically possible following the initial appointment, must successfully complete the mandatory course of instruction of firearms use and proficiency, as well as the mandatory physical fitness proficiency standards tests. Said courses are those which are approved and certified by the same training board mentioned above.

D. In the event that the probationary police officer chooses to leave the employment of the Village of Gilberts Police Department prior to completing a total of six (6) calendar months of service with the Village, he/she will reimburse the Village for all expenses advanced for the officer's attendance at the Basic Law Enforcement, the firearms courses and physical fitness tests (tuition, travel and incidental expenses, excluding any reimbursement the Village may receive), equipment, specialized training and uniforms.

E. Should a probationary police officer resign after six (6) calendar months of service but before completion of twenty-four (24) calendar months of service, he/she will reimburse the Village 150% of the loan advance. The repayment the loan shall be at a prorated amount of the costs described in paragraph "B" of this Section, with a credit of 1/24th of the total amount for each month of service.

F. In the event that the probationary police officer is called to active military duty, has his or her probationary period extended, or is granted a leave of absence during the period covered by this Agreement, the period set forth in this Section shall be extended accordingly.

G. If the employment terminates due to a disability, illness or injury or death no repayment of the loan will be required.

H. The full and complete repayment of the loan will be made to the Village within thirty (30) calendar days after the undersigned has left the employment of the Village. The Village reserves the right to pursue attorney fees and court costs incurred in the enforcement of this Section.

Section 11.6. Scheduling of Training:

All opportunities for training shall be posted on the Chapter bulletin board for sign-up. Every employee shall be afforded a minimum of forty (40) hours per year.

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 ten (10) calendar days. 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 ten (10) 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 ten (10) 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 adjusted in Step One, the grievance shall be submitted by the grievant in writing to the Village Administrator or his designated representative within ten (10) 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 Administrator, or his designated representative, shall give the grievant the Employer's answer in writing within ten (10) calendar days following their meeting.

STEP THREE: If the Chapter is not satisfied with the decision of the Village Administrator, the Chapter may appeal the grievance to arbitration by notifying the Village President and the Village Board of Trustees in writing within ten (10) calendar days after receipt of the Village Administrator's response in Step Two. Grievances will not be submitted for arbitration unless it is sponsored or backed by Union. Within ten (10) 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 representatives (stewards) for each shift and the Investigations Division. These employees shall be the only employees authorized to function as representatives/stewards on each respective shift and division, other than Chapter Executive Board members who are assigned to the respective shifts or Division.

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.

The above section shall be subject to the grievance procedure up and through Step 3, but shall not be subject to arbitration under the grievance procedure.

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 Gilberts Police Department, who will make a written record of the complaint and report it to the appropriate supervisor, according to Gilberts Police Department policy. Affected employees shall be notified promptly when the Chief of Police has determined that an internal investigation has been completed. No employee will be disciplined based solely upon a single 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 discharge Sergeants, Corporals, and Police Officers (hereinafter, "officers") under his command, or to issue disciplinary suspensions of officers. Such disciplinary action shall be deemed final, subject only to an appeal of the disciplinary action in accordance with the provisions of this Section; and

(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.

Part 2. Probationary Officers. Probationary officers may be discharged or otherwise disciplined without recourse to the grievance procedure. No grievance or other appeal may be filed or processed under this Agreement or any Village ordinance or procedure with respect to the discipline or discharge of a probationary officer.

Part 3. Disciplinary Grievances. If a non-probationary officer elects (with the approval of the Union) to file a grievance as to a disciplinary suspension or discharge imposed upon him, the grievance shall be processed in accordance with Article XII of the Agreement, except as

provided herein.

Oral reprimands and written reprimands are grievable, and may be processed through the grievance procedure, but are not appealable to arbitration or to the Gilberts 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 Gilberts 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 the ten (10) calendar day time period provided by Article XII, Step Three. 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 XVI 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 Article XXIII of 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 Reprimand:

In cases of written reprimand, the employee will be given the opportunity to submit his written response outlining his point of view in regards to the incident. The employee's written response will be attached to and remain part of the letter of reprimand as long as the reprimand remains in his/her 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*.

Section 14.6. Safety Standards:

Employees are expected to maintain the highest level of safety and care. Employees involved in accidents (including but not limited to accidents involving Village vehicles) shall have the right to be present at any investigatory or disciplinary hearing in this regard. This hearing shall be held during the Employee's regular work hours.

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 Gilberts Police Department or Metropolitan Alliance of Police 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.

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."

Section 15.3. Status of Investigations:

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 15.9% of the monthly premium for HMO coverage, and 23.5% 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. Life Insurance:

The Village shall supply each Employee with term life insurance with a face amount of $25,000.

Section 16.3. 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 16.4. Section 125 Cafeteria Plan:

The Employer agrees to establish a Section 125 (IRS Code) Cafeteria Plan which includes a flexible spending account to provide coverage under which specified, incurred expenses may be reimbursed, including expenses not reimbursed under any other health plan and dependent care assistance programs.

Employer contributions to the cafeteria plan are to be made pursuant to a salary reduction agreement between the employer and the covered employee in which the employee agrees to contribute a portion of his salary on a pre-tax basis to pay for the qualified benefits. Such participation shall be voluntary by the employee.

Section 16.5. Dental Insurance:

The Village shall offer Dental Insurance through Blue Cross/Blue Shield (PPO) for covered employees and their families, and shall provide such insurance so long as a sufficient number of covered employees have enrolled. The employee shall pay twenty percent (20%) of the premium or premium equivalent for the coverage selected, through payroll deductions.

ARTICLE XVII
UNIFORM BENEFITS

Section 17.1. Benefits:

Employees starting employment with the Police Department shall be equipped with uniforms and equipment by the Village in accordance with the list described in Appendix "C" which is attached hereto and part of hereof. Equipment and uniforms issued to new employees will be returned to the Village if the employee terminates his employment or is terminated.

All covered employees shall be entitled to uniform and equipment replacement pursuant to the existing "quartermaster" system. Covered employees are entitled to up to $650.00 per year in expenditures per calendar year for uniforms and equipment items under the quartermaster system. All old and/or used uniforms and equipment shall be turned in prior to dispursement of new uniforms and equipment.

The Chief will determine the style and make of all prescribed uniforms and equipment.

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 Police Employee 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 $250.00 per year. 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 per year. 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 dispersement of new uniforms and/or property

Section 17.3. Vests:

The Village agrees to provide each covered employee a bullet proof-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 Chief of Police reserves the right to approve the vendors for replacement vests. The Chief of Police reserves the right to promulgate rules and regulations relating to the use and wearing of vests pursuant to this Section. Except in emergency situations and to protect and insure the safety of its officers, the Village will be required to purchase no more than five (5) bullet-proof vests in any one fiscal year.

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 Gilberts' 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.

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 requests of the Police Department for extra duty details will be forwarded to the Chief of Police. Any employee who works an extra duty detail shall be paid one and one-half (1 ½) times 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 double his hourly rate of pay. Part-time officers shall not be eligible for extra-duty details until all full-time officers are granted the opportunity to accept or refuse such details.

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 since the employee's last date of hire. Within each rank, length of continuous service in that rank since appointment to the rank shall determine relative seniority between members of that rank, rather than the employee's total service with the Village.

Section 19.2. Determination of Seniority:

Seniority shall be determined by Police Employees length of service within 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. Time absent from duty when on suspension in excess of twenty (20) days, 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. This list is contained in Appendix "B" which is attached hereto and made part hereof.

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 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 or is otherwise 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 during 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. It is understood that this is to be with the

expressed approval of the Chief of Police and exercised at his sole discretion and shall not be unreasonably withheld.

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. Killed in Line of Duty Benefit:

The employer agrees to pay Fifty Thousand Dollars ($50,000.00) to the immediate family of any bargaining unit employee who is killed in the line of duty. This one time payment is an expression of financial support to the family to offset funeral and miscellaneous expenses of the employee.

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 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).

Section 21.6. Residency:

The parties recognize that the Gilberts Village Board and/or Board of Fire and Police Commissioners have currently established a residency limit of 30 miles from the Village of Gilberts. The parties agree that, should the Village Board and/or Board of Fire and Police Commissioners act to reduce the current residency limit for current members of the bargaining unit, the Chapter may reopen negotiations over the issue of residency requirements for bargaining pursuant to the provisions of the Illinois Public Labor Relations Act.

Section 21.7. Solicitation:

While the Village acknowledges that bargaining unit employees may conduct solicitation of Village of Gilberts merchants, residents or citizens, the Chapter agrees that no bargaining unit

employee will solicit any person or entity for contributions on behalf of the Village of Gilberts Police Department or the Village of Gilberts.

Bargaining unit members agree that the Village name, shield or insignia, communication systems, supplies and materials will not be used for solicitation purposes. Solicitation for the benefit of the collective bargaining representative by bargaining unit employees may not be done on work time or in a work uniform. The bargaining unit employees agree that they will not use the words "Village of Gilberts Police Department" in their name or describe themselves as the "Village of Gilberts." Bargaining unit members shall have the right to explain to the public, if necessary, that they are members of an organization providing collective bargaining, legal defense and other benefits to all patrol-rank police officers employed by the Village.

The foregoing shall not be construed as a prohibition of lawful solicitation efforts by bargaining unit members directed to the general public. Each party hereto agrees that they will comply with all applicable laws regarding solicitation.

This Section 21.7 does not apply to the solicitation efforts of the Metropolitan Alliance of Police or any of its agents who are not bargaining unit employees.

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 Gilberts 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.

Section 22.2. Prohibitions:

Employees shall be prohibited from:

(a) Consuming or possessing alcohol at any time and at any place while on duty except as may be necessary in the performance of duty as authorized by the Chief or his designee.

(b) Possessing, using, selling, purchasing or delivering any illegal drug at any time and at any place except as may be necessary in the performance of duty as authorized by the Chief or his designee.

(c) Failing to report to the employee's supervisor any known adverse side effects of medication or prescription drugs that the employee may be taking.

(d) Ingestion or illegal possession of a prescription drug which has not been prescribed to the employee, or the use of prescribed drugs for other than prescribed purposes.

(e) Testing positive for illegal drugs at any time or for being under the influence of alcohol while on duty except as may be necessary in the performance of duty as authorized by the Chief or his designee.

(f) Failing to notify the Chief of any criminal drug statute conviction no later than 5 days after such conviction.

Section 22.3. 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 tested more than two (2) times per year. 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 person 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 22.4. 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. Within 48 hours, 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 the test shall not be construed as a waiver or any objection or right that the employee may have.

Section 22.5. 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 Gilberts 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.

(b) 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.

(c) 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.

(d) 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 or where there is reasonable suspicion that the employee may attempt to compromise the accuracy of the testing procedure.

(e) 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.

(f) Provide the employee tested with an opportunity to have additional blood or urine sample tested by a clinical laboratory or hospital facility of the employee's choosing at the employee's own expense, provided the employee notifies the Village within seven (7) days of receiving the results of the test.

(g) Require that the laboratory or hospital facility report to the Village that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Village inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of tests administered), the Village shall not use such information in any manner or form adverse to the employee's interests.

(h) 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).

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

(j) 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.

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 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 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.

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

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. Maintenance of Economic Benefits:

All direct and substantial economic benefits which are not set forth in this Agreement and are currently in effect shall continue and remain in effect until such time as the Village shall notify the Chapter of its intention to change them. Upon such notification, and if requested by the Chapter, the Village shall meet and discuss such change before it is finally implemented by the Village. Any change made without such notice shall be considered temporary pending the

completion of such meet and confer discussions. If the Chapter becomes aware of such a change and has not received notification, the Chapter must notify the Village as soon as possible and request discussions if such discussions are desired. The failure of the Chapter to request discussions shall act as a waiver of the right to such discussions by the Chapter.

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 April 30, 2018. It shall be automatically renewed from year to year thereafter 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) calendar days 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 with no diminution up to and until a new collective bargaining agreement shall be 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.

Executed this 28th day of April, **2015.**

METROPOLITAN ALLIANCE OF POLICE Gilberts Police Chapter #423

_____

Todd Block, President, Gilberts Police M.A.P. Chapter #423

_____

Joseph Andalina
President, Metropolitan Alliance of Police (M.A.P.)

VILLAGE OF GILBERTS, an Illinois Municipal Corporation

_____

Rick Zirk
President – Village of Gilberts

APPENDIX A
SALARY SCHEDULE

Grade - Patrol	Entry	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
5/1/2015									
2.50%									
Hourly	$23.83	$24.78	$25.78	$26.81	$27.88	$28.99	$30.15	$31.36	$32.61
Bi-weekly	$2,001.83	$2,081.90	$2,165.17	$2,251.78	$2,341.85	$2,435.53	$2,532.95	$2,634.27	$2,739.64
Annual *	$52,047.45	$54,129.35	$56,294.52	$58,546.30	$60,888.15	$63,323.68	$65,856.63	$68,490.89	$71,230.53
5/1/2016									
2.50%									
Hourly	$24.43	$25.40	$26.42	$27.48	$28.58	$29.72	$30.91	$32.14	$33.43
Bi-weekly	$2,051.87	$2,133.95	$2,219.30	$2,308.08	$2,400.40	$2,496.41	$2,596.27	$2,700.12	$2,808.13
Annual *	$53,348.64	$55,482.58	$57,701.88	$60,009.96	$62,410.36	$64,906.77	$67,503.04	$70,203.17	$73,011.29
5/1/2017									
2.50%									
Hourly	$25.04	$26.04	$27.08	$28.16	$29.29	$30.46	$31.68	$32.95	$34.27
Bi-weekly	$2,103.17	$2,187.29	$2,274.79	$2,365.78	$2,460.41	$2,558.82	$2,661.18	$2,767.62	$2,878.33
Annual *	$54,682.35	$56,869.65	$59,144.43	$61,510.21	$63,970.62	$66,529.44	$69,190.62	$71,958.24	$74,836.57

Sergeants	Entry	Year 1	Year 2	Year 3	Year 4	Year 5
5/1/2015						
2.50%						
Hourly	$33.27	$34.10	$34.96	$35.83	$36.73	$37.64
Bi-weekly	$2,794.81	$2,864.68	$2,936.29	$3,009.70	$3,084.94	$3,162.07
Annual *	$72,664.96	$74,481.58	$76,343.62	$78,252.21	$80,208.52	$82,213.73
5/1/2016						
2.50%						
Hourly	$34.10	$34.96	$35.83	$36.73	$37.64	$38.58
Bi-weekly	$2,864.68	$2,936.29	$3,009.70	$3,084.94	$3,162.07	$3,241.12
Annual *	$74,481.58	$76,343.62	$78,252.21	$80,208.52	$82,213.73	$84,269.07
5/1/2017						
2.50%						
Hourly	$34.96	$35.83	$36.73	$37.64	$38.58	$39.55
Bi-weekly	$2,936.29	$3,009.70	$3,084.94	$3,162.07	$3,241.12	$3,322.15
Annual *	$76,343.62	$78,252.21	$80,208.52	$82,213.73	$84,269.07	$86,375.80

Officers

4% steps across

2.5% down each year

Sergeants

Starting pay = Officer 8 + 2%

2.5% steps across

2.5 % down each year

"Bi-weekly" assumes 84-hour pay periods based on 12-hour shifts

"Annual" assumes 2,184 hours/year based on 12-hour shifts

APPENDIX B
SENIORITY LIST

Name	Date of Hire	Years of Service as of May 1, 2015
Jack Rood	11/15/1995	19 years, 5 months (total)
Promoted to Sergeant	5/22/2001	14 years (Sergeant)
Todd Block	7/18/2000	14 years, 9 months (total)
Promoted to Corporal	5/01/2004	5 years (Corporal)
Promoted to Sergeant	5/01/2009	6 years (Sergeant)
Hector Pulgar	9/01/2006	13 years, 7 months
Jeff Hill	3/18/2008	7 years, 1 month
Eric Meador	6/21/2010	4 years, 10 months
Jason Hernandez	1/2/2015	5 months

APPENDIX C
ISSUED EQUIPMENT

The following equipment will be issued by the Village to employees starting on the Gilberts Police Department Full Time.

Qty	Item
2	Badges
5	long sleeve uniform shirts
5	short sleeve uniform shirts
5	pairs uniform trousers
1	BDU shirt
1	BDU pants
1	commando style sweater
1	traffic safety vest
1	outer vest carrier
1	ballistic vest w/ trauma plate
1	pair black uniform boots
2	uniform hats (winter/summer)
2	Ties
1	tie bar
2	name plates
1	uniform goretex jacket
1	raincoat and hat cover
1	pepper spray and carrier
1	taser holster
1	radio holder

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