

RESOLUTION NO. R-14- 10

**Approval of Police Union  
Collective Bargaining Agreement  
(May 1, 2014 – April 30, 2017)**

**WHEREAS**, the Village of La Grange negotiating team has met with representatives of the Illinois Fraternal Order of Police Labor Council (IFOPLC) to negotiate a new collective bargaining agreement;

**WHEREAS**, the Village of La Grange negotiating team and representatives of the IFOPLC have mutually resolved all of the issues subject to said contract negotiations and agreed to sign a collective bargaining agreement governing those issues for the period beginning May 1, 2014 and ending April 30, 2017;

**NOW, THEREFORE, BE IT RESOLVED** by the Village of La Grange, County of Cook, State of Illinois, that the Village Board authorizes the Village President and Village Manager to sign the Agreement.

**ADOPTED** by the Village Board of Trustees of the VILLAGE OF LA GRANGE, Illinois the 27 day of October, 2014, pursuant to a roll call vote as follows:

AYES: Trustee Palermo, Nowak, McCarty, Kuchler, Holder, and Langan

NAYS: -0-

ABSENT: -0-

**APPROVED** this 27 day of October, 2014.

  
\_\_\_\_\_  
Thomas E. Livingston, Village President

ATTEST:

  
\_\_\_\_\_  
John Burns, Village Clerk

AGREEMENT  
BETWEEN  
VILLAGE OF LA GRANGE  
and  
ILLINOIS FRATERNAL ORDER OF POLICE  
LABOR COUNCIL  
(PATROL OFFICERS)

May 1, 2014 to April 30, 2017

AGREEMENT  
BETWEEN  
VILLAGE OF LA GRANGE  
and  
ILLINOIS FRATERNAL ORDER OF POLICE  
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May 1, 2014 to April 30, 2017

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ARTICLE I

AGREEMENT

This Agreement has been made and entered into by and between the Village of La Grange (hereinafter referred to as the "Village") and Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the "Union" or "Labor Council") on behalf of its members this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

ARTICLE II

PREAMBLE

In order to further promote harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees and to the Village, to promote the quality and continuance of public service, to specify wages, hours and other conditions of employment, and to provide for the prompt, equitable and peaceful resolution of disputes, the parties agree as follows:

ARTICLE III

RECOGNITION

Pursuant to the certification by the Illinois State Labor Relations Board, Case No. S-RC-07-071, the Village hereby recognizes the Illinois Fraternal Order of Police Labor Council as the sole and exclusive bargaining representative for the purpose of collective bargaining on any and all matters related to wages, hours, and other terms and conditions of employment for employees for the following:

Included: All full-time sworn police patrol officers and investigators below the rank of sergeant employed by the Village of LaGrange.

Excluded: All other employees employed by the Village of LaGrange.

The Union shall provide the Police Chief, in writing, with the names of the Executive Board of the Local Union on an annual basis, and within 30 days of any changes in the composition of the Executive Board of the Local Union.

## ARTICLE IV

### MANAGEMENT RIGHTS

The right to manage the Village and to direct the employees and the operations of the Village, subject to the limitations of this Agreement, is exclusively vested in and retained by the Village. Those rights include, but are not limited to, the following:

- to determine its mission, policies, and to set all service standards;
- to plan, direct, control and determine departmental operations;
- to determine the methods, means and number of personnel needed to carry out the department's mission;
- to direct the working force;
- to hire and assign or to transfer employees;
- to make, publish and enforce rules and regulations;
- to introduce new or improved equipment, machinery or processes change or eliminate existing equipment and institute technological changes;
- to subcontract or purchase any and all, materials and supplies; and
- to take reasonable steps to comply with the Americans with Disabilities Act.

## ARTICLE V

### FEDERAL AND STATE LAWS

#### Section 1

The Village shall have the right to take reasonable steps to comply with the Americans with Disabilities Act (ADA). If an employee covered by this Agreement requests a reasonable accommodation pursuant to the Act which has an impact upon another member of the bargaining unit, the Village shall advise the Union of any steps taken to comply with the Act. The Village agrees to discuss, but not negotiate with the Union, the impact of its action.

#### Section 2

The Village reserves the right to re-open the Agreement for the purpose of negotiating the economic impact from the enactment of any Federal or State laws.

## ARTICLE VI

### GRIEVANCE PROCEDURES

#### A. Grievance Procedure

In order to provide an orderly method for handling and disposing of all disputes, misunderstandings, differences or grievances arising between the Village and the Union as to the meaning, interpretation and application of the provisions of this Agreement, not otherwise excluded, including disciplinary grievances raised by the aggrieved employee in accordance with Section B below, the procedures hereinafter set forth shall be followed.

The Union, either on behalf of an individual employee or group of employees, shall have the right to present grievances to the Village. No grievance shall be entertained or processed unless it is filed within ten (10) calendar days after the employee(s) or Union, if presented as a Union grievance, through use of reasonable diligence, should have obtained knowledge of the occurrence of the event giving rise to the grievance. If a grievance is not appealed within the time limits for appeal set forth in Steps 2, 3 and 4, it shall be deemed withdrawn, provided, however, that the parties may agree by a mutual written agreement to extend any time limit. If the Village fails to provide a response within the time limits provided, the Union may immediately appeal to the next Step. All grievance discussions and investigations shall take place in a manner which does not interfere with Village operations.

Grievances shall be presented as outlined below:

- Step 1      The employee(s), along with a Union representative, must first meet with the Sergeant or Lieutenant in charge of the shift or division within ten (10) calendar days from the date the employee(s) or Union could have reasonably determined that a grievable incident occurred in an attempt to orally and informally resolve the grievance. Said meeting and its outcome will be detailed in a memorandum signed by both parties.
  
- Step 2      If the matter is not resolved, and the Union decides to appeal, the Union must file a written grievance with the Police Chief or his/her designee setting forth the name(s) of the aggrieved employee(s) and the nature of the dispute, including the specific provisions of this Agreement at issue and the remedy sought within ten (10) calendar days of the conclusion of the informal meeting in Step 1. Said grievance must be filed on the appropriate grievance form (incorporated as Appendix A), signed and executed by the grievant(s). The Police Chief or his/her designee shall respond to said grievance in writing within fifteen (15) calendar days from the date said written grievance was filed with the Police Chief.
  
- Step 3      If the matter is not settled in Step 2 and the Union decides to appeal, the Union must file within ten (10) calendar days from the receipt of the

Police Chief's response, as indicated in Step 2, a written appeal to the Village Manager. Within ten (10) calendar days of the receipt of the Union's appeal, the Village Manager or his/her designee shall convene a meeting including, but not limited to, the employee, the Police Chief or his/her designee, and, if the Union desires, the Union President and/or his/her designee to review the grievance and the findings arrived at in Step 2. Said meeting shall be held at a mutually agreeable time with all parties. The Village Manager or his/her designee shall render a written response to all parties involved within twenty (20) calendar days of the meeting date.

Step 4 In the event that the matter is not settled in Step 3, the Union may request that the grievance be submitted for binding arbitration by giving written notice to the Village Manager or his/her designee within twenty (20) calendar days from the date of the Village Manager's or his/her designee's response in Step 3. The parties shall then attempt to agree upon an arbitrator promptly. In the event the parties are unable to agree upon an arbitrator within twenty (20) calendar days after the request for arbitration has been filed, they shall jointly request the Federal Mediation and Conciliation Service to submit a list containing the names of five (5) arbitrators, limited to members of the National Academy of Arbitrators. Either party may strike one list in its entirety. The Union and the Village shall strike names alternately. A coin shall determine which party shall be the first to strike, with the loser striking first. The person whose name remains shall become the arbitrator.

The arbitrator shall be notified of his/her selection by a joint letter from the Village and the Union, requesting that he/she set a time and place for the hearing, subject to the availability of the Village and the Union representative. The Union and the Village shall each designate one (1) person who together shall act as representatives before the arbitrator. The representatives before the arbitrator shall mutually agree in writing to the specific question(s) to be reviewed by the arbitrator and shall render such advice and assistance to the arbitrator as the arbitrator may request.

The arbitrator may schedule and call such meetings of the representatives to the arbitrator as he/she may deem necessary to adjudicate the dispute. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement.

He/she shall consider and decide only the specific issue(s) submitted to him/her and his/her recommendation shall be based solely upon his/her interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with applicable state or federal laws.

The decision of the arbitrator made in compliance with the foregoing shall be in writing, shall include the reasons for each finding and conclusion, and shall be rendered within thirty (30) days following the date of the last hearing conducted by the arbitrator unless an extension of such period is agreed to by the Village and the Union. The decision of the arbitrator shall be final and binding.

The fees and expenses of the arbitrator shall be divided equally between the Village and the Union. Each party shall be responsible for paying its own representatives, witnesses and costs.

B. Disciplinary Grievances

Discipline including suspensions or terminations of non-probationary employees may be appealed through the grievance procedure as set forth herein. The sole recourse for disputing discipline less than a suspension is the grievance procedure. For suspensions of five days or less, upon receipt of the suspension, the employee, by his or her decision to either file a grievance under the contract or an appeal with the BFPC, irrevocably waives his or her right to pursue his or her grievance/appeal in the other forum. In no event may an employee both file a grievance and appeal to the BFPC for the same suspension.

For suspensions of greater than five days, notice of said disciplinary action shall be provided in writing to the non-probationary employee. The employee shall have five (5) calendar days to elect, irrevocably and in writing whether to accept the discipline, proceed with the BFPC by having charges brought against him or her or to grieve the discipline through the grievance/arbitration procedure. The employee would then have to timely file his or her grievance at step 2 if he or she selects the grievance option. Upon an employee's election to appeal a suspension of more than five days or termination through the grievance procedure, the BFPC is divested of jurisdiction to pursue this disciplinary matter and the Chief shall have the authority to implement the Department's disciplinary decision despite the lack of a BFPC hearing. The employee and the Council shall be deemed to have waived any right to proceed before the BFPC, although they shall have the right to process their grievance through the grievance arbitration procedure. In the event the proposed discipline is termination, the Chief shall have the right to suspend the employee without pay pending a BFPC hearing or, in the event the employee opts to grieve, pending the implementation of the discharge. Such a suspension shall be subject to the elected review process.

The parties agree that the Grievance Procedure in Article VI and the hearing process by the BFPC are mutually exclusive and no relief shall be available under the Grievance Procedure for any action first heard before or appealed to the BFPC. Nothing in this Section, however, shall be construed in such a manner as to make the reprimand, suspension or discharge of a probationary employee the subject of a hearing before the BFPC, or part of the Grievance Procedure.

C. Union Responsibility

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit set forth herein fairly, pursuant to the grievance procedure.

## ARTICLE VII

### UNION ACTIVITIES

#### A. Negotiations

Up to two (2) members of the Negotiating Team who are on duty shall receive straight time pay while attending said meeting between the Village and the Union for purposes of negotiating the terms of an agreement.

#### B. Grievances

Only one (1) grievant attending a grievance meeting or hearing while on duty shall receive straight time pay while attending said meeting or hearing between the Village and the Union.

#### C. Time Off for Union Activities

Local Union representatives, defined as the Executive Board of the Local Union, shall be allowed time off without pay for legitimate Union business such as Union meetings, state or area-wide Union committee meetings, or state or international conventions, subject to the following conditions:

1. Such representative shall give a minimum of fourteen (14) days' notice before the shift change to his/her supervisor of such absence;
2. Such representative shall be allowed such time off only if it does not interfere with the operating needs of the Village; and
3. The employee may utilize any accumulated paid leave time (holiday, compensatory, vacations, etc.) in lieu of taking such without pay.

#### D. Union Bulletin Board

The Village shall permit the Union to have a bulletin board, the size and location of which shall be mutually agreed to by the parties. The board shall be for the sole and exclusive use of the Union. The items posted shall not be political, partisan or defamatory in nature. Any material posted on the bulletin board found to be objectionable to the employer will be communicated to the Union and immediately removed by the Village.

#### E. File Cabinet

The Village will provide the Union with space within the Police Department for one storage cabinet and file cabinet, subject to the location being approved by the Police Chief.

F. Distribution of Union Literature

During the employee's non-working hours, he/she shall be permitted to distribute Union literature to other non-working bargaining unit members. He/she shall be allowed access to general public areas for such purposes.

G. Intimidation or Coercion

Neither the Union, nor its officers, members, representatives or agents will intimidate or coerce employees into joining or continuing their membership in the Union.

ARTICLE VIII

PERSONNEL FILES

The Village personnel files shall be kept, maintained and subject to inspection pursuant to applicable Illinois law, as it may from time to time be amended.

## ARTICLE IX

### CHECKOFF

#### Section 1 - Deductions

The Village agrees to deduct from the pay of those employees who are Union members and have individually requested the following:

##### A. Union Membership Dues

Requests for any of the above shall be made on a form provided by the Union. Upon receipt of the appropriate written authorization from an employee, such authorized deductions shall be made in accordance with the law and shall be remitted semi-monthly to IFOP, at the address designated in writing by the Union. The Union shall advise the Village of any increase in the fair share deduction in writing at least thirty (30) days prior to its effective date.

#### Section 2 - Fair Share

Employees covered by this Agreement who are not members of the Union or do not make application for membership within thirty (30) days of employment shall be required to pay, in lieu of dues, their proportionate fair share of the collective bargaining process and contract administration. The proportionate fair share payment as certified to be current by the Union (not to exceed the amount of Union dues) shall be deducted by the Village from the earnings of the non-member each pay day. Requests for said deduction shall be made on the attached payroll deduction form. A list of fair share employees by name, Social Security number and the amount shall be furnished to the Union upon request.

#### Section 3 - Withdrawal from Union

A Union member desiring to revoke his/her Union membership may do so upon a thirty (30) day written notice to the Village and the Union. Thereafter, such employee(s) shall pay his/her fair share in accordance with Section 2 of this Article IX.

#### Section 4 - Indemnification

The Union shall indemnify, defend and hold harmless the Village, its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for reasonable legal costs that shall arise out of or by reason of action taken or not taken by the Village in complying with the provisions of this Article.

ARTICLE X

LABOR/MANAGEMENT MEETINGS

For the purpose of maintaining communications between labor and management, and in order to cooperatively discuss and solve problems of mutual concern, the parties may schedule labor management meetings from time to time. The meeting shall be scheduled at a time, place and date mutually agreed upon.

## ARTICLE XI

### HOURS OF WORK AND OVERTIME

#### Section 1 - Application of Article

This Article is intended to establish employees' hours of work and to define and provide the basis for the calculation and payment of overtime. Nothing in this Agreement shall be construed as a guarantee of hours of work or overtime per day, per week, or per pay period. Nothing contained herein shall be construed as preventing the Village from restructuring the normal work day or work period for the purpose of promoting efficiency of governmental operations or from establishing work schedules of employees if that should be determined appropriate by the Village.

#### Section 2 - Normal Work Period

The normal work period for bargaining unit members is twenty-eight (28) days in duration. Work periods begin on Sunday at midnight and end on Saturday, twenty-eight (28) days later, at 11:59 p.m. For purposes of the Federal Fair Labor Standards Act, the first work period for the La Grange Police Department began on Wednesday, June 8, 1994, at midnight. The schedule for each work period shall be established at least fourteen (14) calendar days prior to the beginning of that work period. It is understood and agreed that the schedules may be changed by the department, so long as employees are granted a twenty-four (24) or more hour notice except during an emergency, and for investigators, whose schedules may be changed with less than twenty-four (24) hour notice.

If the Village desires to permanently alter its current workday for shift employees, the Village shall (1) inform the Union of any such change thirty (30) days before it is implemented and (2) if requested, allow the Union opportunity to comment on same through a labor-management meeting in accordance with Article X.

#### Section 3 - Normal Work Day

The normal work day for employees shall include a thirty (30) minute paid lunch period and a paid rest period of fifteen (15) minutes in each half of the shift period, any of which may be interrupted or precluded to attend to Department business, at the discretion of a supervisor. For those individuals whose normal work day exceeds twelve (12) hours, two (2) paid lunch periods may be requested subject to the same restrictions outlined in this Section.

A lunch or rest period which is interrupted or precluded shall be resumed or provided later in the same work day if the work load permits, but in no case shall an employee be entitled to extra compensation for any lunch or rest time not taken.

Lunch and rest periods as described in this Section shall be counted as "Hours Worked" for overtime calculation purposes.

#### Section 4 - Changes in Date and Time

Employees whose normal work day extends from one calendar day into another, or who work overtime from one calendar day into another, shall be considered to be working on the calendar day on which they started work. All changes in time that may be associated with the adjustment to and from daylight savings time shall not alter the normal work shifts and shall be treated as a normal work day.

#### Section 5 - Authority of the Village

It is recognized by the Union that the Village has the right and responsibility to schedule overtime work as required. An employee may not refuse an overtime assignment; the failure of an employee to report for overtime work as assigned or verbally directed by a supervisor is grounds for disciplinary action.

#### Section 6 - Payment of Overtime

Employees shall be paid one and one-half (1-1/2) times their regular hourly rate of pay for all hours worked beyond one hundred sixty (160) which may occur in the twenty-eight (28) day work period to the extent required by the Federal Fair Labor Standards Act. Compensatory time, vacation leave, floating holidays, holidays off, and funeral leave shall be considered as hours worked for the purpose of calculating overtime. All other leaves including, but not limited to, sick leave, other paid or unpaid excused absences from work, administrative leave, or absence due to disciplinary reasons; and holiday pay (other than floating holidays and holidays off) as provided for in Article XIII of this Agreement shall not be considered as hours worked for the purpose of calculating such overtime payments. The salaries set forth in Appendix C reflect straight time pay for the 165 regular hours worked in the 28 day work period (2145 hours annually) and will be used to calculate the hourly rate for the purposes of calculating overtime.

#### Section 7 - Court Time

Those employees working the first shift (typically the shift commencing at 11:00 p.m. or 12 midnight or as otherwise established by the Village) and who are required to appear in court at 9:00 a.m. (or such other time dictated by morning court) shall not be considered to be working until travel time for court commences. When an employee is called for court he/she shall receive a minimum of two (2) hours of work.

#### Section 8 - Travel for Court and Training

When an employee is required to travel to a court or training outside the Village of La Grange and must use his/her own personal vehicle, the employee shall be paid as hours worked for the time spent traveling between the station and the court or training location and back to the station. Furthermore, when a bargaining unit employee is required to travel to court or training outside the Village of La Grange and must use his/her own personal vehicle to report to the court or training location, the employee will be reimbursed pursuant to the mileage rate recognized by the Internal Revenue Service.

## Section 9 - Compensatory Time Allowance

Employees will be provided the opportunity to request to be granted compensatory time, in lieu of overtime payment, up to a maximum cumulative accrual of one hundred twenty-three and three quarters (123.75) hours of compensatory time in a replenishable bank. At no time may an employee's total accrual of compensatory time exceed one hundred twenty-three and three quarters (123.75) hours. Compensatory time accrual will be earned at the applicable rate of pay for each hour selected in lieu of overtime payment. Requests to use compensatory time shall be made in advance to the appropriate supervisor for mutual agreement and approval. At the option of the Village, compensatory time above sixty (60) hours shall be cashed out no more often than once each fiscal year per employee with ninety (90) days notice to the affected employee(s).

ARTICLE XII

DRUG AND ALCOHOL TESTING POLICY

All employees in the bargaining unit shall be subject to the provisions of the Drug and Alcohol Testing Policy which is attached and made part of this Agreement as Appendix B.

## ARTICLE XIII

### HOLIDAYS

#### Section 1 - Holidays with Pay

All employees covered under this Agreement shall be allowed the following holiday benefits:

New Year's Day	January 1
Presidents' Day	3rd Monday of February
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday of September
Veterans Day	November 11
Thanksgiving Day	4th Thursday of November
Christmas Day	December 25

All employees covered under this Agreement shall observe the holiday on the day stipulated above.

#### Section 2 - Day Before and After Holiday

Employees scheduled to work on a holiday shall do so. Any employee who has taken an unauthorized absence on the day before or after a holiday will not receive pay for that holiday. Likewise, any employee absent from work due to reasons chargeable to sick leave on the employee's scheduled work day preceding and/or the day following a holiday may be required to present a doctor's verification of eligibility for leave in order to receive regular compensation for the holiday.

#### Section 3 - Holiday Pay

All employees in the bargaining unit shall be guaranteed nine (9) paid holidays per year on the following basis:

- A. If the employee works a complete shift on a holiday, compensation shall be paid for an additional twelve (12) hours at straight time pay in lieu of a day off.
- B. If a holiday falls on an employee's regularly-scheduled day off, he/she shall be paid for an additional eight (8) hours at straight time pay in lieu of a day off.

It is understood that these straight-time hours are not considered as hours worked for the purpose of calculating overtime.

- C. A member may furnish his/her watch commander (or scheduling supervisor) with a Village "Request for Leave" slip a minimum of four weeks before any scheduled Village holiday. This "Request for Leave" slip shall indicate a member's preference for the holiday to be carried as "Holiday Off" or "Regular Day Off." The watch commander (or

scheduling supervisor) will implement this request whenever shift scheduling and budgetary constraints allow.

- D. Employees whose normal work day extends from one calendar day into another, or who work overtime from one calendar day into another, shall be considered to be working on the calendar day on which they started work for the purpose of determining when holiday pay is applicable.

#### Section 4 - Floating Holidays

All employees in the bargaining unit shall be given, in addition to the nine (9) paid holidays mentioned in Section 1 of this Article, two eight and one-quarter (8.25) hour paid floating holidays (for a total of 16.5 hours per fiscal year).

Floating holiday leave time shall be scheduled and approved by the Police Chief or his/her designee and scheduled in accordance with the Police Department's normal rules of operation. Employees in the bargaining unit may accumulate and carry over a maximum of sixteen and one-half (16.5) hours of floating holiday leave time into the following fiscal year.

#### Section 5 - Additional Holidays

In addition to the above-mentioned holidays, all employees in the bargaining unit shall be granted additional holidays equal to, but not exceeding, those granted to non-unionized Village employees for the day after Thanksgiving, Christmas Eve and New Year's Eve. Compensation shall be in the form of eight (8) hours of compensatory time in lieu of time off. It is understood that employees shall not receive any holiday premium pay for working or not working on these additional holidays.

## ARTICLE XIV

### SENIORITY

#### Section 1

Seniority, for the purpose of vacation accrual, shall be defined as the length of continuous service in full-time Village employment and will continue to accrue during all types of leaves of absence with pay and other leaves specifically provided for in this Agreement. Seniority, as used in this Section, shall accrue during an employee's probationary period.

#### Section 2

Seniority, for the purpose of layoffs and other purposes not defined above, shall be defined as the length of continuous service in full-time Village employment as a sworn Police Officer. Seniority, as used in this Section, shall accrue during an employee's probationary period.

#### Section 3

An employee shall lose his/her status as an employee and his/her seniority if he/she:

- A. resigns;
- B. is terminated; or
- C. retires.

#### Section 4

If two (2) or more employees have the same seniority date as defined above in either Section 1 or Section 2, then the order of seniority shall be determined by:

- A. order on initial hiring list — if both individuals shall have the same position on the hiring list based on score, then seniority shall be determined by:
- B. score in Academy — if both individuals shall have the same Academy score, then seniority shall be determined by:
- C. alphabetically — first letter of last name, first letter of first name, first letter of middle name.

#### Section 5

On or before December 31 of each year, the Village will post on the Union bulletin board a written seniority list setting forth the order of seniority of each member of the bargaining unit for both Section 1 and Section 2. The Village will not be responsible for any errors in the seniority list(s) unless such errors are brought to the attention of the Village, in writing, by the employee, within fourteen (14) days after such posting.

## ARTICLE XV

### LEAVES OF ABSENCE

The Village grants time off from duties under the following categories of leaves of absence. The Village has designed these categories for the benefit of the employee. All employees covered by this Agreement are expected to use the leaves of absence properly. Any employee covered by this Agreement found abusing leaves of absence privileges will not be paid for said time-off and may be subject to discipline up to and including discharge.

#### Section 1 - Sick Leave

Sick leave shall only be used for the purpose for which it was intended, that being to provide an employee protection against loss of pay due to illness or disability. Sick Leave shall not be considered a privilege which an employee may use at his discretion, but shall be allowed only in case of necessity and actual sickness or disability of the employee, or care for the employee's immediate family as provided for in Subsection 1.11. Sick Leave may not be converted into any other form of compensation, except as provided for in Subsection 1.10.

- 1.1 Accumulation of Sick Leave — Each employee covered by this Agreement shall accumulate sick leave at the rate of eight and one-quarter (8.25) hours for each full month of employment. Sick Leave may be accumulated to a maximum of one thousand seven hundred eighty two (1,782) hours. Accumulated sick leave will be reduced by the number of hours, or fractions thereof, of approved absence due to illness or injury. In addition, employees may accumulate Sick Leave while using Sick Leave for illnesses or disabilities lasting less than one-hundred-eighty (180) calendar days or while off on a work related injury or illness compensable under workers' compensation of up to one (1) year..

Employees covered by this Agreement who begin work on or before the fifteenth (15) day of each month shall earn Sick Leave for the entire month. Employees who begin work after the fifteenth (15th) day of each month will not accrue Sick Leave for that month.

Sick Leave shall not be accumulated during any period an employee covered by this Agreement is laid off, serving a suspension in excess of thirty (30) calendar days or on an unpaid leave of absence unless otherwise required by state or federal law.

- 1.2 Reporting — Notice of absence due to illness or disability shall be given by the employee to the immediate Supervisor as far in advance of starting time for the scheduled work period as is reasonably possible. The Police Chief, at his sole discretion, shall have the authority to establish departmental rules governing notification of an absence prior to the starting time of the work day on the day of the absence. During any period of illness or disability, an employee covered by this Agreement shall contact their immediate Supervisor on a daily basis, unless the employee is directed otherwise by the Police Chief, notifying the Supervisor

of the condition of the employee. Failure to report on a daily basis or as otherwise directed by the Police Chief may result in loss of pay and discipline, up to and including discharge.

An employee covered by this Agreement shall not engage in any other employment during the time he/she has been granted the use of accrued Sick Leave.

1.3 Family and Medical Leave Concurrent with Sick Leave — Time off taken as Sick Leave, which is attributable to a serious health condition for the employee, will run concurrently with Family and Medical Leave and will count towards the twelve (12)-week entitlement described in Section 5 of this Article.

1.4 Medical Certification — When an employee uses accumulated Sick Leave, the Village may require a certificate from a physician to:

- A. Attest to the illness or disability; and/or
- B. Attest that the employee is fit to return to duty.

When an employee is on Sick Leave, the Village retains the right to require an employee to see a physician of the Village's choice, at the Village's expense.

1.5 Abuse of Sick Leave — The Police Chief shall have the sole authority to establish departmental rules governing what constitutes abuse of Sick Leave. A physician's certificate is not always necessary for the Police Chief, or his/her designee to establish abuse. If the Police Chief, or his/her designee has determined that the employee has abused Sick Leave privileges, the employee will not be paid for time taken off under the pretense of illness or disability. Furthermore, the employee will be subject to discipline, up to and including discharge.

Grounds for suspecting abuse of Sick Leave include, but are not limited to, the following circumstances during any day for which Sick Leave is claimed:

- A. Where an employee is engaged in other employment; or
- B. Where an employee is engaged in activity, or being present in a place inconsistent with a claim of illness or disability.

1.6 Becoming Ill During the Work Day — In the event that an employee becomes ill during the work day, the Police Chief or his/her designee may send the employee home for his/her own well-being and the well-being of fellow employees. Time off that day shall be chargeable to the employee's accrued Sick Leave; other accrued leave time if Sick Leave is not available; Family and Medical Leave, if applicable; or as a Leave of Absence Without Pay if no accrued leave time is available.

- 1.7 Use by Probationary Employees — A probationary employee may use accrued Sick Leave upon the completion of ninety (90) days of employment. Promotional probationary employees may use accrued Sick Leave during their probationary period.
- 1.8 Insufficient Sick Leave — If an employee's illness or disability exceeds the amount of accrued Sick Leave, the employee may use accrued Vacation Leave; Compensatory Time; Floating Holiday; Safety Day; Family and Medical Leave, if eligible; or be placed on Leave of Absence Without Pay. Under no circumstances shall Sick Leave be advanced to an employee or donated between employees.
- 1.9 Scheduling Medical and Dental Appointments During Work Hours — Employees are encouraged to avoid scheduling medical and dental appointments during work hours. If such appointments cannot be scheduled outside of the employee's regular work hours, accumulated Sick Leave, or other forms of accumulated leave, may be used subject to the operating needs of the Police Department and prior supervisory approval.
- 1.10 Payment of Unused Sick Leave Upon Retirement — Employees covered by this Agreement shall be paid for one-half (½) of their unused accumulated Sick Leave, up to the maximum accrual of 1,782 hours when they retire from the service of the Village at their regular hourly rate of pay upon retirement. For purposes of this Subsection, retirement shall be defined as completing a minimum of twenty (20) years of continuous service with the Village, or meeting disabled duty eligibility requirements pursuant to state statute.
- 1.11 Use of Sick Leave for Care of Immediate Family — All employees covered by this Agreement may use accrued Sick Leave in the event of a serious illness or disability involving a member of their immediate family. For purposes of this Subsection, the immediate family shall be defined as an employee's son or daughter, spouse, parent, parent-in-law, grandparent or grandchild. Leave may be granted provided one or more of the following circumstances exist:
- A. It is necessary or required that the employee provide health care to that immediate family member.
  - B. It is necessary for the employee to take an immediate family member to a medical facility for care or treatment. This includes being present during and immediately after initial care or treatment.
  - C. Requiring the employee to report to work would cause a serious hardship on the family member.

Each request for leave must state the nature of the illness or disability and shall be considered on a case-by-case basis by the Police Chief or his/her designee. Verification that Sick Leave was used for its intended purpose within this Subsection for any absence, regardless of term, must be furnished by the employee if requested by the Police Chief or his/her designee. Failure to provide

verification shall be grounds for Leave of Absence Without Pay and disciplinary action, up to and including discharge.

The use of Sick Leave to provide health care to a member of the employee's immediate family shall be limited to forty-one and one quarter (41.25) hours each fiscal year.

Time off taken as Sick Leave, which is attributable to a serious health condition of an immediate family member, will run concurrently with Family and Medical Leave and will count towards the twelve (12)-week entitlement described in Section 1.3 of this Article.

### Section 2- Military Leave

All employees covered by this Agreement who participate in military training or service, upon prior advance written notice to their immediate Supervisor, shall be granted a Leave of Absence Without Pay from their positions, or paid leave to the extent required by state and/or federal law. In lieu of a Leave of Absence Without Pay, an employee may elect to use his/her accumulated compensatory time or vacation leave.

An employee who fails to report to work within the time period prescribed by law will be considered Absent Without Leave and is subject to those rules contained in the Village's Personnel Manual.

### Section 3 - Jury Duty Leave

Employees covered by this Agreement must submit a copy of their Jury Duty notice to the Chief of Police or designee immediately upon receipt and shall be granted a Leave of Absence for required Jury Duty. If possible, employees shall have their hours of work adjusted so the Jury Duty will occur while scheduled on duty.

Employees shall forfeit Jury Duty pay to the Finance Department and then shall receive their regular salary for the period of Jury Duty, except that no overtime will be paid for any Jury Duty. Employees may retain payment for mileage, parking and other out-of-pocket expenses reimbursed through the court system. Employees are entitled to retain Jury Duty pay when such duty is served on a regularly-scheduled day off.

### Section 4 - Death in Family Leave

In the event of a death in the family, an employee covered by this agreement shall be eligible for paid Death in Family Leave when approved by the Police Chief or his/her designee in accordance with the following schedule:

- A. Up to twenty-four and three quarter (24.75) hours each fiscal year if said death or place of funeral occurs within 250 miles of La Grange, IL, or
- B. Up to forty-one and one quarter (41.25) hours each fiscal year for a death or place of funeral which occurs over 250 miles from La Grange, IL.

Absence may be extended at the sole discretion of the Police Chief and the Village Manager or his/her designee. The additional leave days will be deducted from the employee's other accrued leave time or Leave of Absence Without Pay. The family shall be defined as the employee's spouse, children, mother, father, grandparents, grandchildren, legal guardian, brothers and sisters, and those of the employee's spouse.

In the event of a death outside of the employee's family as defined above, the employee may use other accrued leave time or Leave of Absence Without Pay, subject to the approval of the Police Chief.

#### Section 5 - Family and Medical Leave

Pursuant to the federal Family and Medical Leave Act of 1993, employees who are covered by this Agreement, who have worked for the Village for at least twelve (12) months and have worked one thousand two-hundred-fifty (1,250) hours over the twelve (12) months preceding the commencement of the requested leave, are eligible for up to twelve (12) weeks total of paid and unpaid leave and paid leave (as provided in this sub-section) per twelve (12) month period (defined as a rolling twelve [12] month period counted backwards each day an employee takes such leave) for child care within the twelve (12) months following the birth or placement for adoption or foster care of a child, or a serious health condition of an employee or immediate family member (as defined below).

An "immediate family member" is an employee's spouse, child or parent. A child is defined as one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster or step-child. In addition, a child is further defined as being either under the age of eighteen (18), or eighteen (18) years of age or older but incapable of self-care because of a mental or physical disability.

The Village may require certification from a health care provider for leave based on a serious health condition for either the employee or an immediate family member. Upon return to work from leave for the employee's serious health condition, a fitness for duty certification will be required. The disability portion of Pregnancy Leave is considered a serious health condition for purposes of the Family and Medical Leave Act.

Employees must provide the Village with at least thirty (30) days' notice, if possible, before taking such leave, or notify the Village as soon as practical. The Village may deny the taking of leave until at least 30 days after the employee provides notice, if an employee fails to give 30 days notice for a foreseeable leave with no reasonable excuse for the delay.

An employee is required to use all accrued Vacation Leave, Floating Holiday and Safety Time for child care within the twelve (12) months following the birth or placement for adoption or foster care of a child. An employee may also request the use of up to forty-one and one quarter (41.25) hours of accrued Sick Leave. An employee is required to use all accrued Sick Leave, followed by Vacation Leave, Floating Holiday, and Safety Time for a serious health condition. An employee is required to use all accrued Vacation

Leave, Floating Holiday and Safety Time for the serious health condition of an immediate family member. The Village, at its discretion, may require the use of Sick Leave for the serious health condition of an immediate family member.

Health benefits will be maintained during a Family and Medical Leave under the same conditions as if an employee continued to work. In the event an employee does not return to Village employment after taking leave under this Subsection, the Village may recapture the cost of any health insurance premiums paid by the Village for the employee's benefit during the unpaid portion of the leave. Upon return from a Family and Medical Leave, an employee will generally be re-instated to the same or equivalent position.

ARTICLE XVI

PAID VACATION

Employees covered by this Agreement shall be allowed annual vacation leave with pay for each twelve (12) months of service on the following basis:

After one (1) year	Eighty Two and one-half (82.5) hours
After five (5) years	One hundred twenty three and three quarters (123.75) hours
After twelve (12) years	One hundred sixty five (165) hours
Twenty (20) years and after	Two hundred six and one quarter (206.25) hours

Vacations shall be scheduled per Police Department Policy as may be amended from time to time to meet the operating requirements of the Village and the preference of the employees covered by this Agreement. Ordinarily, each employee covered by this Agreement shall take his/her earned vacation leave on an annual basis, but an employee covered by this Agreement may accumulate vacation leave with pay for a maximum of two hundred six and one quarter (206.25) hours, with the approval of the Village Manager.

If an employee covered by this Agreement begins work prior to the fifteenth (15th) of the month, he/she will receive vacation leave credit for that month. If an employee covered by this Agreement begins work after the fifteenth (15th) of the month, he/she shall not begin to accumulate vacation leave credit until the following month.

## ARTICLE XVII

### WAGES AND OTHER BENEFITS

#### Section 1 - Wages

- A. Effective May 1, 2014, the starting salary for a police patrol officer shall be \$60,539.  
Effective May 1, 2015, the starting salary for a police patrol officer shall be \$61,901  
Effective May 1, 2016 the starting salary for a police patrol officer shall be \$63,294.
- B. Effective May 1, 2014, base salaries for members of the bargaining unit shall be increased by two percent (2.0%) in accordance with Appendix C.
- C. Effective May 1, 2015, base salaries for members of the bargaining unit shall be increased by two and one quarter percent (2.25%) in accordance with Appendix C.
- D. Effective May 1, 2016, base salaries for members of the bargaining unit shall be increased by two and one quarter percent (2.25%) in accordance with Appendix C.
- E. Retroactive pay to be paid on all compensable hours to all bargaining unit employees on the active payroll of the Village on the execution date of the Agreement and to those who have retired or resigned between May 1, 2014 and the execution date of the Agreement (for the applicable time period). (See Side Letter for compensable hours).
- F. The steps on the salary schedule contained in Appendix C Annual Base Salaries for Police Officers are related to merit and performance and not to an employee's years of service. An employee's progression through the steps shall be based upon satisfactorily achieving or exceeding performance standards to be established by the Police Chief. The Village agrees to discuss, but not negotiate with the Union, the standards to be used in evaluating a patrol officer's performance. Any salary adjustments caused by moving from one step to another shall be made on the employee's anniversary date. The Village's determination to delay or deny step movement shall be subject to the grievance procedure.
- G. Beginning at the time of contract ratification, bargaining unit employees assigned to the position of Squad Leader and/or to the Office of Investigations and Youth Services Division shall be paid \$ \$125 per month above their normal salary, except for those officers that may be assigned to duty in the Investigations Division for a period less than one year.

#### Section 2- Group Health Insurance Program

- A. Contribution Towards Premiums — The Village of La Grange will offer a group health insurance program to all employees covered by this Agreement at a level commensurate to that which is afforded non-contract employees. Effective May 1, 2000, the Village will contribute toward the cost of single and family health insurance coverage at the same

rate charged to non-contract employees. Also effective May 1, 2000, the Village reserves the right to change plan deductibles, co-payments and other plan charges to employees covered by this Agreement so long as such changes are no greater than those charged non-contract employees.

Effective May 1, 2000, the Village will contribute toward the cost of life insurance at the same rate which is afforded all other Village employees.

- B. Right to Change Carriers — The Village reserves the right to select and change insurance carriers for employee insurance or otherwise provide for coverage as long as the current level of benefits remains relatively the same as that provided to non-contract employees.
- C. Terms of Policies to Govern — The extent of coverage under the insurance policies referred to in this Agreement shall be governed by the terms and conditions set forth in said policies. Any questions or disputes concerning said insurance policies or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Village, nor shall such failure be considered a breach by the Village of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) from any liability it may have to the Village, employee or beneficiary of any employee.
- D. Retiree Benefits - The Village shall provide the following benefits: Members of the bargaining unit who qualify for a pension, or are awarded a disability pension, pursuant to Illinois Compiled Statutes, Police Pension Fund, shall be entitled to retain the Village's existing Group Health Insurance Program and Benefits at the group premium rate, to be paid by said retired employee.

It is understood that a retiree who becomes insured for six (6) consecutive months in another employer's group health insurance plan shall be entitled to continue his Village Group Health Insurance for up to said six (6) months. The retiree's Group Health Insurance under the Village's plan shall, however, be terminated after six (6) months from being insured under the new employer's group hospital plan.

In addition, bargaining unit members will be offered the opportunity to participate in a retiree health savings plan under the same terms and conditions as that offered to non-contract employees.

- E. Employee Health Insurance Committee - A member of the bargaining unit shall be appointed to the Employee Health Insurance Committee. In the event that a bargaining unit member in this capacity declines to act as representative, the Police Chief or his/her designee may appoint another representative from the Department.
- F. Flexible Spending Accounts - Bargaining unit members will be offered the opportunity to participate in a flexible spending account plan under the same terms and conditions as that offered to non-contract employees.

## ARTICLE XVIII

### LAYOFF

#### Section 1 - Notice of Layoff

Absent an emergency, when there is an impending layoff with respect to any employee of the bargaining unit, the Village shall inform the Union and the affected employee(s) no later than fourteen (14) days prior to such layoff. The Village shall provide the Union with the names of all bargaining unit employees to be laid off prior to the layoff. Within each job classification, probationary 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 in that job classification shall be laid off first.

#### Section 2 - Recall

Any employee who has been laid off shall be recalled on the basis of seniority in that job classification, as provided in this Agreement, prior to any new employees being hired in that job classification. It is understood and agreed that after a twenty-four (24) month layoff period, the employee is no longer subject to recall.

## ARTICLE XIX

### NO STRIKE OR LOCKOUT

#### Section 1 - No Strike

During the term of this Agreement, there shall be no strikes, work stoppages or slow downs. No bargaining unit member or representative of the Union shall authorize, institute, instigate, aid or condone any such activities.

#### Section 2 - Village/Employee Rights

The Village has the right to discipline, up to and including discharge, its employees for violating the provisions of this Article.

#### Section 3 - No Lockouts

No lockout of employees shall be instituted by the Village or their representatives during the term of this Agreement.

#### Section 4 - Pickets

In the event others are picketing any facility within the Village of La Grange, the employees agree to cross said picket lines in order to enforce the law or perform their job duties.

ARTICLE XX

DISCIPLINARY ACTION

No post-probationary employee shall be disciplined without just cause. Probationary employees may be disciplined without just cause.

ARTICLE XXI

SAVINGS CLAUSE

If any provision of this Agreement is subsequently declared by executive order by the Governor of the State of Illinois, state or federal legislative authority, and/or judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE XXII

MISCELLANEOUS BENEFITS

Section 1 - Uniforms

The Village will provide all probationary patrol officers with a uniform as required by the La Grange Police Department without cost to the employee. In addition, the Village agrees to pay probationary patrol officers up to \$150 for leather and \$125 for body armor.

Upon the successful completion of the patrol officer's probationary period, the employee shall be eligible to receive an annual uniform allowance in the amount stipulated below during the course of each fiscal year, beginning May 1. At the Police Chief's sole discretion, the employee may receive this uniform allowance prior to the successful completion of his/her probationary period.

All non-probationary patrol officers shall be eligible to receive an annual uniform allowance as follows:

<u>Effective Date</u>	<u>Amount</u>
May 1, 2014	\$600
May 1, 2015	\$600
May 1, 2016	\$600

Non-probationary patrol officers assigned to the Investigations Division shall be eligible to receive an annual uniform allowance with one-half available the first six months of the fiscal year and the remaining one-half available the last six months of the fiscal year as follows:

<u>Effective Date</u>	<u>Amount</u>
May 1, 2014	\$700
May 1, 2015	\$700
May 1, 2016	\$700

Any and all purchases are subject to controls imposed by the Police Chief.

At the end of each fiscal year, if a non-probationary patrol officer has not exhausted their uniform allowance by the end of the fiscal year (April 30), the employee shall be permitted to carry-over the remaining balance, up to a maximum of \$200, into the next fiscal year and combine it with the allowance for that year. The Union agrees that this carry-over provision does not relieve the officer from their duty to keep their uniform and equipment in a condition required by departmental policy and acceptable to the Police Chief.

Members of the bargaining unit shall be entitled to receive a lump sum payment (or direct same into a retiree health savings plan if permissible) of the remaining balance of their uniform allowance, including any carry-over from the prior fiscal year, upon retirement. To be eligible for this benefit, retirement shall be defined as completing a minimum of twenty (20) years of

continuous service with the Village, or meeting disabled duty eligibility requirements pursuant to state statute. In addition, the bargaining unit member must work with the Police Chief in selecting a retirement date. By providing as much advance notice as possible, the bargaining unit member will be able to efficiently allocate uniform expenditures, with the approval of the Police Chief, thereby maximizing the balance to be paid out, while at the same time, assisting the Police Chief in identifying the need for a replacement.

The Village, through its Police Chief, agrees to review the request of an employee for the replacement of personal property or Village-issued uniform and/or equipment which is damaged or destroyed in the performance of his/her duties. Any personal property, Village-issued uniform and/or equipment which is repaired or replaced by the Village shall not be deducted from the employee's uniform allowance.

### Section 2 - Body Armor

The Village will provide up to \$125 for the initial purchase of body armor; and in the case of an existing officer who has already purchased a protective vest, a \$125 payment will be provided by the Village for the replacement of that vest after a minimum of five (5) years from the date of purchase. Employees who do not wear said body armor under circumstances required by the Police Chief shall be subject to discipline.

### Section 3 - Tuition Reimbursement

Each year, the Police Chief shall notify bargaining unit members that requests for educational assistance are being received. Employees shall furnish the Police Chief with a memo indicating their interest in attending approved, accredited college courses and continuing education during the next Village fiscal year. Based on the adopted Village budget, all monies budgeted for college tuition reimbursement will be equally divided among all department personnel who indicated intent and successfully completed approved, accredited college work by April 1 of each year.

ARTICLE XXIII

NO PYRAMIDING

Benefits shall not be paid more than once for the same hours under any provisions of this Agreement.

## ARTICLE XXIV

### PHYSICAL FITNESS PROGRAM

#### Section 1 - Physical Fitness Program

In order to maintain efficiency in the Police Department, to protect the public, and to reduce insurance costs and risks, the Village shall, beginning January 1, 2009, establish as its mandatory physical fitness requirements for all employees the State of Illinois Physical Fitness Training Standards. The Standards are attached hereto as Appendix D. Officers are required to make a good-faith effort to meet such fitness standards. Except as provided below, no officer who makes a good faith effort to meet such fitness standards shall be subject to discipline. The Village shall not require an officer who passes the first test (records a score of 90% of the minimum standard for each test component) during a calendar year to submit to the physical fitness standards testing pursuant to this Section again during that calendar year.

Effective January 1, 2010, an officer who fails to record a score of 90 percent of the minimum standards for each test component (the 90 percent score is reflected on the attached standards), shall be subject to the following discipline:

For the first such failure, the officer shall be re-tested after one hundred twenty (120) days or more, at the Village's discretion, and if the employee is successful on such retest, no further testing and no disciplinary action shall be taken by the Village. If the employee fails the retest, it shall be noted as a failure, and the officer shall be given a written reprimand, which shall be the only discipline imposed for an officer's failure to meet the standards, regardless of the number of times the officer fails the test. Said reprimand shall be removed from the officer's personnel file, if the officer meets the standards in the subsequent year. An officer who meets the minimum standards under all components during a calendar year, including the run standard, shall receive \$150.00 to be paid on or before December 31 of the calendar year.

#### Section 2 - Tobacco Use Restrictions

Employees in the bargaining unit hired on or after May 1, 1994, are prohibited from smoking, chewing or using tobacco in any form on duty. Employees who violate this provision shall be subject to discipline and discharge.

ARTICLE XXV

DURATION AND TERMINATION

This Agreement shall be in effect from May 1, 2014, and shall terminate on midnight, April 30, 2017.

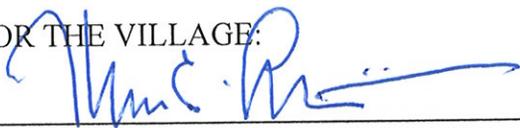
This Agreement shall automatically be renewed from year to year thereafter, unless either party shall notify the other in writing not less than ninety (90) calendar days or not more than one hundred twenty (120) calendar days prior to the anniversary date that it desires to modify this Agreement.

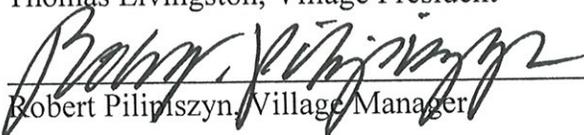
In the event such notice is given, negotiations shall begin no later than sixty (60) calendar days prior to the anniversary date; this Agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph:

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date; however, under no circumstances shall this Agreement be terminated prior to the expiration date hereof of April 30, 2017, or prior to the expiration date of any renewal of this Agreement.

IN WITNESS WHEREOF, the parties have hereto set their hands, this 27 day of OCTOBER, 2014.

FOR THE VILLAGE:

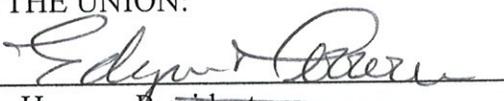
  
\_\_\_\_\_  
Thomas Livingston, Village President

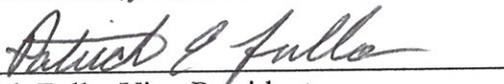
  
\_\_\_\_\_  
Robert Pilipiszyn, Village Manager

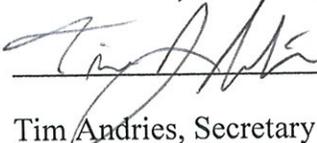
  
\_\_\_\_\_  
John Burns, Village Clerk

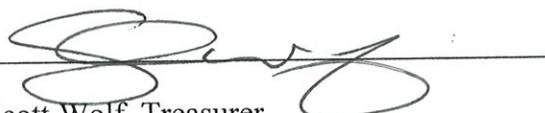
SEAL

FOR THE UNION:

  
\_\_\_\_\_  
Edgar Herrera, President

  
\_\_\_\_\_  
Patrick Fulla, Vice-President

  
\_\_\_\_\_  
Tim Andries, Secretary

  
\_\_\_\_\_  
Scott Wolf, Treasurer

APPENDIX A  
GRIEVANCE FORM

Employee Name \_\_\_\_\_

Signature \_\_\_\_\_

Supervisor \_\_\_\_\_

TYPE OF GRIEVANCE:

Collective Bargaining Agreement Grievance  Yes  No

Village of La Grange Personnel Code Grievance  Yes  No

GRIEVANCE STATEMENT:

A. Grievance Description:

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

B. Collective Bargaining Agreement or Personnel Code Article and Section Reference:

\_\_\_\_\_

C. Remedy Requested

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

Received By: Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

## APPENDIX B

### DRUG AND ALCOHOL TESTING POLICY

#### **I. INTRODUCTION**

The Village of La Grange has a responsibility to its employees and residents to provide a safe, lawful and productive workplace. Drug and alcohol abuse threaten health, endanger safety, harm productivity and undercut the quality of public services. The goals of this policy are to enhance safety and productivity, encourage employees with drug or alcohol problems to seek help before the problems lead to discipline or discharge, and describe when employees are subject to drug/alcohol testing and discipline for violating this Policy.

This Policy applies to all employees in the bargaining unit. In addition, employees who are required to have a Commercial Driver's License are also subject to the Omnibus Transportation Employee Testing Act of 1991 and the attendant rules promulgated and published by the U.S. Department of Transportation and Federal Highway Administration. These regulations are contained in Section Twelve of this Policy. To the extent that there are any conflicts between these federal regulations and the Village's Drug and Alcohol Testing Policy, the Village reserves the right to impose the more stringent requirements.

#### **II. WORK RULES**

- A. At all times that employees are working, performing assigned duties for the Village, operating Village vehicles or equipment, present on Village premises or at a Village worksite during their work hours, employees are prohibited from:
1. Using, possessing, selling, manufacturing, distributing, buying or dispensing illegal drugs;
  2. Having an illegal drug (or its metabolites) in their system or abusing a prescription drug;
  3. Being under the influence of alcohol, or otherwise unfit to work or drive safely due to the consumption of alcohol; or
  4. Consuming or possessing alcoholic beverages.<sup>1</sup>

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<sup>1</sup> This policy does not prohibit employees from possessing unopened or sealed containers of alcoholic beverages in personal vehicles on Village premises. The privilege to possess alcoholic beverages in such circumstances will be withdrawn with respect to any employees who abuse it or violate this Policy. This Policy also does not prohibit employees from the otherwise lawful off-the-job use or possession of alcoholic beverages.

- B. Compliance with the terms of this Policy and cooperation in the types of testing required by this Policy are conditions of continued employment.
- C. Employees are required to cooperate in inspections by the Village of its premises, equipment and vehicles. Such inspections may, among other times, occur when the Village has reason to suspect that illegal drugs, alcoholic beverages, or illegal drug paraphernalia are present on its premises.
- D. Employees who are convicted of, plead guilty to, or sentenced for, a crime occurring at a Village worksite or on Village premises which involves illegal drugs must notify the Village Manager or his/her designee within five (5) days of the event. Where employees who commit such crimes are directly engaged in or performing work under a state or federal grant or contract, their crimes will be reported to the contracting/granting agency within 10 days of notice to the Village.
- E. Employees who are arrested, indicted, or convicted of off-the-job crimes or serious traffic violations involving illegal drugs or alcohol may be subject to appropriate discipline, depending on applicable law, the nature of their job responsibilities, and any adverse effects on the Village's operations and reputation.

### **III. DEFINITIONS**

***Illegal Drugs*** — means cannabis and all controlled substances under Illinois or federal law which are not being used under the supervision of a licensed health care professional or otherwise in accordance with federal law. The term may include, but is not limited to, marijuana, cocaine, LSD, amphetamines, heroin and PCP.

***Under the Influence of Alcohol*** — means an alcohol concentration of .02% or more, or actions, appearance, speech, or bodily odors which reasonably cause a Supervisor or Department Head to conclude that an employee's ability to work safely or effectively has been impaired by alcohol. (An alcohol concentration of .02% or more shall constitute a "positive test for alcohol.")

***Village Premises*** — means all property leased, managed or owned by the Village including, but not limited to, buildings, offices, facilities, grounds, vacant property, work sites, streets, alleys, rights-of-way and parking lots.

### **IV. SUPERVISORY TRAINING**

The Chief of Police and all Supervisors shall receive appropriate training in the following areas:

- A. The terms of and documentation required by this Policy;
- B. The signs of drug and alcohol use and abuse and the procedures to be followed in selecting employees for testing;

- C. How to refer employees to the EAP; and
- D. How to maintain appropriate confidentiality under this Policy.

The Village Manager, or his/her designee, shall be responsible for such training.

## **V. TYPES OF TESTING**

Employees are subject to drug and/or alcohol testing pursuant to this Policy under the circumstances stipulated below:

- A. Reasonable cause exists to suspect that they are using, possessing, buying, dispensing, manufacturing, or distributing illegal drugs or alcohol, or abusing prescription drugs in violation of this Policy;
- B. Reasonable cause exists to suspect that they have a performance or attendance problem caused by illegal drugs or alcohol or abuse of prescription drugs;
- C. They have caused or contributed to an on-the-job accident resulting in property damage or an injury requiring medical treatment when there is reasonable cause to suspect that the employee was using or ingesting illegal drugs or alcohol, or abusing prescription drugs;
- D. They are subject to follow-up testing because they have tested positive previously, or violated this Policy, or entered into an agreement providing for such testing; or
- E. Laws or government regulations require such testing (e.g., commercial motor vehicle operators).<sup>2</sup>
- F. Random drug and alcohol testing. Each year, at least 25% of the bargaining unit shall be subject to a random alcohol test. In addition, at least 50% of the bargaining unit shall be subject to a random drug test on an annual basis. These tests will be unannounced, spread throughout the year, and all bargaining unit members will have an equal chance of selection.

## **VI. TESTING AND COLLECTION PROCEDURES**

The Village may order an employee to submit to testing under this Policy. Prior to providing a specimen, the employee shall be given a brief, general written statement of the reasons for the test with the exception of random drug and alcohol testing for which no written statement shall be provided. Refusal to submit to and cooperate in such tests may subject the employee to discharge, but the employee's cooperation in testing shall not be construed as a waiver of any objection, grievance or rights. In addition, an employee must be given a reasonable opportunity, not to exceed 30 minutes, at the

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<sup>2</sup> Employees who are subject to testing under such laws or regulations remain subject to this Policy to the extent it is not inconsistent with such laws or regulations.

discretion of the Village, to contact and confer with counsel or a representative, prior to collection. The employee shall be accompanied to the testing site by the Chief of Police or his designee.

With respect to any drug tests conducted under this Policy:

- A. Urine specimens shall be collected by trained personnel at medical facilities chosen by the Village;
- B. Persons providing urine specimens shall be allowed to do so privately unless there is a reason to believe they may be attempting to provide an altered, adulterated, or substituted specimen;
- C. The Village shall use a testing laboratory which is certified by the federal government to do drug testing and which holds all legally-required licenses. The laboratory shall confirm all positive screens using Gas Chromatography/Mass Spectrometry;
- D. Confirmed positive specimens shall be refrigerated and preserved in a sufficient quantity for retesting for a least one year;
- E. Employees who test positive shall have a reasonable opportunity to establish a legitimate medical explanation for, or otherwise rebut or explain, their test results, to the satisfaction of the Village's Medical Review Officer (MRO).
- F. Employees shall be advised, prior to collection, of their right to provide split specimens. If split specimens are collected, employees shall have 72 hours from notice of positive test results to designate another federally-certified laboratory to test the split sample. If an employee chooses, within the specified 72 hours to test the split specimen, such test shall be at the employee's expense. The presence in any concentration of any illegal drug or its metabolite in such retested specimens shall constitute a positive retest.
- G. There shall be a written chain of custody from collection through specimen disposal; and
- H. Absent the prompt submission of acceptable medical documentation that an employee is unable to provide a sufficient urine specimen because of a medical condition, an employee's failure to provide such a specimen shall constitute a refusal to cooperate.

With respect to any alcohol tests conducted under this Policy:

- A. Employees may be required to provide breath or blood specimens at properly-licensed medical facilities chosen by the Village;

- B. Breath tests shall be performed by trained breath-testing operators using devices which conform to National Highway Transportation Safety Administration Standards;
- C. If an initial breath test results in an alcohol concentration of .02% or more, a confirmation breath test shall be performed approximately 15-20 minutes later;
- D. The results of the confirmation test shall be the official test results for purposes of this Policy;
- E. Absent the prompt submission of acceptable medical documentation that an employee is unable to provide a sufficient breath specimen because of a medical condition, an employee's failure to provide such a specimen shall constitute a refusal to cooperate; and
- F. Blood tests shall be performed by a laboratory licensed under the Clinical Laboratories Improvement Act, using a reliable methodology.

Employees shall be provided access to, or copies of, all information and reports received by the Village relating to their specimens and test results.

Employees who are selected for testing will be suspended with pay after the collection process is complete, unless there is an independent reason to suspend them without pay.

**VII. CONSEQUENCES OF TESTING POSITIVE AND POLICY VIOLATIONS**

Employees will be subject to discipline, up to and including discharge in accordance with Village policies and procedures, if they:

- A. Possess, use, sell, manufacture, distribute, buy or dispense illegal drugs or alcoholic beverages, or abuse prescription drugs in violation of this Policy;
- B. Refuse to cooperate in required testing or failed to provide acceptable medical documentation regarding their inability to provide specimens;
- C. Test positive or violate this Policy more than once;
- D. Test positive or violate this Policy during a probationary period; or
- E. Tamper with the collection process.
- F. Report that they have been convicted of, pled guilty to, or been sentenced for a crime involving illegal drugs which occurred at a Village worksite or on Village premises, or who are required to report such crimes to the Village, but fail to do so.

Employees may, at the discretion of the Village, be referred to the EAP for a violation of this Policy.

### **VIII. EMPLOYEE ASSISTANCE**

Employees may, at the discretion of the Village, be referred to an Employee Assistance Program (EAP) for a violation of this Policy. It is the Village's intent to support employees who voluntarily refer themselves for treatment before they become subject to discipline or are selected for testing.

Records relating to an employee's use of the EAP are confidential, although such records may be disclosed:

1. To verify compliance with the terms of mandatory referrals;
2. As permitted by law; and
3. When a legal proceeding against the Village or its agents is initiated by or on behalf of an EAP user which involves such records.

The Village strongly encourages any employee who may be abusing alcohol or drugs to contact the EAP. The Village will take no adverse employment action against an employee because that employee voluntarily contacts or uses the EAP for a drug or alcohol problem (except it may require reassignment with pay to another position if the employee is unfit to perform his/her current assignment). Such contacts and participation in the EAP, however, will not guarantee continued employment or excuse performance problems or misconduct.

Employees may also be referred to the EAP on a mandatory basis. In such cases, continued employment may be conditioned on documented cooperation in a chemical dependency assessment, documented successful completion of all recommended treatment, taking and passing follow-up tests and other appropriate conditions as determined by the Village.

### **IX. CONFIDENTIALITY**

The Village will attempt, to the extent required by law, to maintain the confidentiality of EAP records, positive test results, and information provided to the MRO. Such results and information shall be disclosed within the Village on a "need-to-know" basis. Such results and information shall be disclosed outside the Village only where required by law, pursuant to an arbitration proceeding where required by court order, or the employee directly or indirectly initiates a claim, grievance, or other proceeding against the Village or its agents requiring disclosure of the information.

### **X. NONDISCRIMINATION**

Nothing in this Policy modifies the Village's existing policy of not discriminating against:

- A. Alcohol-dependent persons whose dependency does not constitute a threat to property or safety or prevent them from meeting the Village's normal standards of attendance, performance, and conduct;
- B. Persons with a record of chemical dependency; or
- C. Persons erroneously perceived to be chemically dependent.

The Village will continue to reasonably accommodate alcohol-dependent persons and other qualified persons with disabilities, to the extent required by law. Employees have the option of using accumulated paid leave or leave of absence without pay during treatment.

## **XI. NO GUARANTEE OF EMPLOYMENT**

Nothing in this Policy is a contract or guarantee of continued employment, or modifies existing at-will relationships between the Village and its employees.

## **XII. U.S. DEPARTMENT OF TRANSPORTATION REGULATIONS**

Employees who are required to have a Commercial Driver's License are also subject to the Omnibus Transportation Employee Testing Act of 1991 and the attendant regulations promulgated and published by the U.S. Department of Transportation (DOT) and Federal Highway Administration. DOT regulations require the Village to have a policy against alcohol misuse and drug use by drivers of commercial motor vehicles ("CMV"). This Section of the Village's Drug and Alcohol Testing Policy is intended to comply with DOT regulations. To the extent that there are any conflicts between these DOT regulations and the Village's Drug and Alcohol Testing Policy, the Village reserves the right to impose the more stringent requirements.

The Village Manager or his designee can answer questions about the policy. It is effective January 1, 1996, and applies to all drivers of Village CMVs. Compliance with the policy is required. The Village strongly encourages employees who are currently using drugs or misusing alcohol to contact the Employee Assistance Program ("EAP").

## **DEFINITIONS**

**"Accident"** means an occurrence on a public road involving a CMV that results in a fatality, bodily injury to a person who immediately receives emergency medical treatment away from the accident scene, or damage to a vehicle that requires the vehicle to be towed away from the accident scene. (Even if you believe the accident may not meet this definition, you should immediately tell your direct supervisor about every accident you have.)

**"Alcohol"** means the intoxicating agent in beverage alcohol or any low-weight alcohols such as ethyl, methyl or isopropyl alcohol. The term includes beer, wine, spirits and medications such as cough syrup that contain alcohol.

“**CMV**” means a motor vehicle that has a weight rating of 26,001 pounds or more, is designed to transport 16 or more passengers, including the driver, or is used in the transportation of hazardous materials required to be placarded.

“**Drug**” means marijuana, cocaine, opiates, amphetamines, PCP, prescribed medications, and all controlled substances listed in Schedules I-V of 21 C.F.R. Part 1308.

“**Performing a Safety-Sensitive Function**” means any and all times when drivers of CMVs are actually working or required to be ready to work until the time they are relieved from work and all responsibility for performing work, including all times: driving or remaining ready to drive a CMV; loading or unloading a CMV, assisting or supervising the loading or unloading of a CMV, attending a CMV being loaded or unloaded, or giving or receiving receipts for the loading or unloading of a CMV; waiting to be dispatched, loaded or unloaded; inspecting or servicing a CMV; repairing, obtaining assistance for, or attending a disabled CMV; performing duties after an accident; and, all other duties while in or on a CMV.

“**Refuse to cooperate**” means to obstruct the testing process, to not promptly proceed to a collection site and provide specimens when instructed to do so, to provide an adulterated, altered or substitute urine specimen, or not to sign Step 2 of the DOT Breath Testing form.

“**SAP**” is a substance abuse professional who, if an employee tests positive, will decide whether the employee needs help with a drug or alcohol problem, whether they have properly followed any prescribed program and can return to duty, and when they have to take follow-up tests. The SAP can also help employees with drug-alcohol problems.

“**Test Positive for Alcohol**” means to take an alcohol test that results in an alcohol concentration of .04 or more.

### **TIMES WHEN DRIVERS ARE REQUIRED TO COMPLY WITH THIS POLICY**

DOT rules and regulations require compliance in connection with the performance of safety-sensitive functions as a driver. An employee may be directed to take a random, reasonable suspicion or follow-up alcohol test while performing a safety-sensitive function, or just before and just after performing such a function. An employee may be required to take drug tests and other alcohol tests anytime.

### **PROHIBITIONS**

1. An employee may not report for or remain on duty requiring the performance of a safety sensitive function if they:
  - have an alcohol concentration of .04 or more, or

- are using any drug (unless the use is pursuant to instructions by a physician that it will not adversely affect the employee's ability to safely operate a CMV)<sup>3</sup>

2. An employee may not perform a safety-sensitive function if they are using alcohol or have used alcohol during the prior 4 hours.
3. An employee may not use alcohol for eight (8) hours after an accident involving a Village CMV unless they have taken a post-accident test.
4. An employee may not be on duty or operate a CMV while possessing alcohol, unless the alcohol is manifested and part of a shipment.
5. An employee may not refuse to cooperate in a drug or alcohol test required by this summary or DOT rules.
6. An employee may not use a drug whose container warns that it may cause drowsiness or interfere with the ability to drive safely unless they have previously informed the Village's Medical Review Officer ("MRO").

Drivers of Village CMVs also remain subject to all applicable state and federal motor carrier safety rules and regulations and other Village rules.

### **CIRCUMSTANCES UNDER WHICH DRIVERS ARE SUBJECT TO TESTING**

**Post-accident:** If an employee is in an accident involving a Village CMV that results in a fatality, or is ticketed after an accident that results in bodily injury to a person who immediately receives emergency medical treatment away from the accident scene or damage to a vehicle that requires the vehicle to be towed away from the accident scene, the employee must take an alcohol test within two (2) hours and a drug test within thirty-two (32) hours. The employee must notify their direct supervisor as soon as safely possible after any such accident.

**Random:** Each year, at least 25% of the Village's drivers will have to take random alcohol tests; at least 50% will have to take random drug tests.<sup>4</sup> Those tests will be unannounced, spread throughout the year, and all drivers will have an equal chance of selection.

**Reasonable Suspicion:** If an employee is reasonably suspected by a supervisor of using drugs or alcohol in violation of PROHIBITION Nos. 1, 2, or 3, the employee must take a drug and/or alcohol test.

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<sup>3</sup> Every time an employee is prescribed or given a drug, they should verify with their physician that it will not adversely affect their ability to drive safely and advise their supervisor regarding same.

<sup>4</sup> The Village will adjust these rates to remain consistent with DOT rules and regulations.

**Return to Duty and Follow-up:** If an employee violates PROHIBITIONS 1-5, but are not discharged or are reinstated, the employee must pass a drug and/or alcohol test before they return to duty. The employee will also have to take unannounced follow-up tests for at least one (1) year (and may have to take them for five years).

These tests are MANDATORY.

### **CONSEQUENCES OF POSITIVES AND VIOLATIONS**

1. The first time an employee tests positive or violates the PROHIBITIONS (other than No. 6), they will be immediately removed from the performance of any safety-sensitive functions, advised of available resources for evaluating and resolving drug-alcohol problems, and referred to the SAP. Unless aggravating circumstances are present, the first time an employee tests positive or violates the PROHIBITIONS (other than No. 6), they will also be suspended without pay (pursuant to the Village's independent authority) until they enter into a last-chance agreement with the Village and provide documentation from the SAP that they are cooperating in any and all treatments, evaluations, counselings, and programs, are successfully participating in and/or have completed any and all prescribed rehabilitation programs, and have been approved to return to work.

If the employee refuses to enter into a last-chance agreement; violates a last-chance agreement; fails to provide documentation from the SAP verifying their cooperation and successful participation in and/or completion of any and all treatments, evaluations, counselings, and programs, and that they have been approved to return to work; or **violate the PROHIBITIONS again**, they will be discharged (pursuant to the Village's independent authority).

2. If an employee takes an alcohol test that results in an alcohol concentration of .02 or more, but less than .04, they immediately will be removed from the performance of safety-sensitive functions for at least 24 hours, or the start of the next regular shift (whichever is later). The employee may also be advised of available resources for evaluating and resolving drug-alcohol problems, be referred to the SAP, and/or disciplined, up to and including discharge (pursuant to the Village's independent authority).
3. If an employee violates PROHIBITION No. 6, the Village may exercise its independent authority to discipline the employee appropriately. (The employee may also be subject to reasonable suspicion testing.)
4. If a test is cancelled or invalid, an employee will not be disciplined because of the test results.

### **SUMMARY OF ALCOHOL TESTING PROCEDURES**

1. If an employee is subject to alcohol testing, they will be driven to a Village designated facility where they will have to verify their identity and certify that they have been correctly identified on a DOT Breath Testing Form.

2. The testing will be conducted in a private setting by trained breath alcohol technicians (“BATs”), using DOT-approved evidential breath testing devices (“EBTs”) that display and print test results. The employee may ask the BAT for identification. The EBTs are regularly calibrated.
3. A screening test will be done first. Using a new mouthpiece, the employee will be required to exhale until the BAT tells the employee to stop. The BAT will show the employee the results. The printed results must match the displayed results, or the test is invalid. If the screen test result is less than .02, the employee will have passed the alcohol test.
4. If the result is .02 or greater, the employee will have to take a confirmation test after a waiting period of 15-30 minutes. During that waiting period, for the employee’s own benefit, they should not put anything in their mouth or belch (so that the confirmation test will not measure any alcohol fumes in the employee’s mouth.)
5. Before (and after) the confirmation test, the BAT will run air blank tests to see if the EBT is working correctly. If they do not measure 0.00, the employee will be tested using another EBT or testing will be cancelled.
6. For the confirmation test, the employee will also have to exhale until the BAT tells the employee to stop. The employee will be shown the printed and displayed results. If they do not match, the test will be invalid. The results of the confirmation test, not the screen test, will determine what happens to the employee. A result under .02 means that the employee has passed. If the result is .02 or more, or the employee refuses to cooperate, they are subject to the CONSEQUENCES described above.
7. If the employee fails to provide an adequate breath specimen, the BAT will tell the employee to try again. If the employee still does not provide an adequate specimen, the employee’s failure will be noted on the Breath Testing Form, the employee’s supervisor will be informed, and the employee will be suspended immediately and required to see a doctor, as soon as possible. If the doctor decides it is highly probable a medical condition prevented the employee from providing a specimen, the employee will not be disciplined for refusing to cooperate.

### **URINE COLLECTION PROCEDURES**

1. If the employee is subject to drug testing, they will have to provide a urine specimen at a Village designated facility. The employee will be driven to the facility and required to verify their identity. The employee’s urine specimen will be collected by a trained collection site person (“CSP”) in accordance with DOT rules, using a DOT Custody & Control form.
2. An employee will be given a collection container and allowed to provide a urine specimen in private unless: they submit a specimen which is abnormally cold or hot, but not consistent with their oral body temperature; they submit an apparently altered or adulterated specimen; their prior specimens have been abnormal or they are taking a test after previously failing a test.

3. If the employee does not provide a large enough specimen (at least 45 ml), the CSP will discard the specimen, tell the employee to drink up to 24 ounces, wait up to four (4) hours (depending on DOT rules), and try again to provide a specimen. If the employee still does not provide an adequate specimen, testing will stop and the employee will be removed from duty, suspended and sent to a doctor. The doctor will decide whether the employee was legitimately unable to provide a specimen or refusing to cooperate.
4. If the employee does provide an adequate specimen, it will be poured into two bottles, which will be sealed and labeled with a unique specimen number in the employee's presence. The employee will then be told to initial them. The employee and the CSP will also fill out portions of a DOT Custody & Control form that identifies the employee, the Village and the employee's specimen. To protect themselves and ensure that their results are correctly attributed to them, the employee should make sure that the entries on the form are accurate.
5. Both specimen bottles will be sent to a federally-certified laboratory for analysis. The bottle that contains the larger amount of urine will be tested. The lab will check the employee's specimen to see if it has been altered, diluted or adulterated. If the employee's specimen is normal, the lab will run a screen test on it. If the screen test is negative, it will report that the employee has passed the drug test. If the screen test is positive, the lab will analyze the specimen using Gas Chromatography/Mass Spectrometry. It will send the results to an MRO.
6. The MRO is a trained doctor the Village has retained to review test results and the chain of custody, and to evaluate any explanation the employee may have for testing positive. The MRO will telephone the employee at the numbers listed on the Custody & Control form. If the employee believes a mistake was made at the collection site or lab, or on the Custody & Control form, or that the lab results are caused by foods or medicines, the employee should **promptly tell** the MRO. The employee should cooperate with the MRO. If the employee does not cooperate, the Village will be notified and the employee may be removed from duty and suspended pursuant to the Village independent authority.
7. If the employee wants a split specimen to be tested by another certified lab at their expense, the employee must tell the MRO within 72 hours of notice of the test results. If that second lab does not find any evidence of the drugs the first lab found or the split specimen cannot be tested, the MRO will cancel the test results (and the employee will not be subject to discipline).
8. After completing the medical review process, the MRO will disclose the employee's test results to the Village Manager or his designee. Employees can obtain a copy of their test results from either the MRO or the Village Manager or his designee.

### **EFFECTS AND DANGERS OF ALCOHOL MISUSE AND DRUG USE**

Alcohol misuse and drug use have a number of serious and harmful effects on health, work and personal life.

Drugs and alcohol can result in such work-related problems as absenteeism and tardiness, lower productivity, missed deadlines, poor work quality, unsafe driving, and increased injuries and accidents.

People misusing alcohol and using illegal drugs may experience a number of behavioral problems. Examples include problems relating to or communicating with co-workers, residents, vendors, etc., refusing to accept directives from supervisors or other authority figures, sudden changes in attitude, mood or work performance, and changes in personal appearance and hygiene. Drugs and alcohol misuse can also result in a myriad of health problems.

Evidence of use can include paraphernalia such as pipes, syringes, foil packets, pills, pill bottles, powders and empty alcohol containers. Physical signs and symptoms of use can include:

- marijuana and alcohol odors
- hangovers
- droopy eyelids, bloodshot eyes, dilated or pinpoint pupils
- nosebleeds, excessive sniffing, chronic sinus problems, nasal sores
- needle tracks or blood spots on shirt sleeves
- tremors, racing or irregular heartbeats
- slowed, slurred or incoherent speech
- coordination problems
- fatigue, lethargy and sleepiness
- depression or anxiety
- neurotic or psychotic behavior
- slow, delayed or erratic decision-making and reactions
- jitters, hand tremors or hyperexcitability
- loss of concentration or memory

### **INTERVENING**

If employees suspect that a co-worker may have a drug or alcohol problem, the Village encourages employees to contact the Village Manager or his designee or the EAP for advice. They have been trained to break down resistance and denial and persuade those who misuse alcohol or drugs to get the help they need. Employees should also consider enlisting the problem driver's friends, family or representatives to help confront the driver.

APPENDIX C

ANNUAL BASE SALARIES FOR  
POLICE PATROL OFFICERS

	Effective on May 1, 2014	Effective on May 1, 2015	Effective on May 1, 2016
Start	60,539	61,901	63,294
After 1 Year	64,235	65,680	67,158
After 2 Years	68,154	69,688	71,256
After 3 Years	72,309	73,936	75,599
After 4 Years	76,718	78,444	80,209
After 5 Years	81,397	83,228	85,101
After 6 Years	86,434	88,379	90,367

## APPENDIX D

### PHYSICAL FITNESS POLICY

#### STRENGTH

Hands and arm strength are necessary for an officer to lift or pull heavy objects or for self-defense. Strong legs and feet are needed for walking and running, as well as for support for the entire body. To measure strength, the push-up will be utilized.

The officer is to lower the body from the front leaning position; hands should be placed slightly wider than the shoulders. Fingers should be pointed straight ahead. The officer lowers the body until the officer's chest barely touches the clenched fist of a tester. (The tester's fist is to have the little finger parallel to the floor; the thumb should be curled over the top of the hand. An object of equivalent size may be substituted.) The officer then returns to the front leaning position. The number of consecutive push-ups to be performed for age and gender are detailed below:

	AGE		
	<u>20-29</u>	<u>30-39</u>	<u>40 &amp; Older</u>
Male	30	25	15
Female	15	15	15

#### ENDURANCE

Bent Knee Sit-Ups will be used to measure an officer's ability to maintain continued exertion over a prolonged period of time. The officer lies back on the floor with the knees bent. The fingers should be laced behind the neck. The officer sits up, then returns to the prone position (knees should be bent at an approximate 45 degree angle). The officer should be able to complete the indicated number of bent knee sit-ups in one minute's time.

	AGE				
	<u>20-29</u>	<u>30-39</u>	<u>40-49</u>	<u>50-59</u>	<u>60-69</u>
Male	34	31	26	20	18
Female	30	24	16	14	14

#### FLEXIBILITY

It is important that an officer maintain flexibility, especially given the number of hours spent on patrol or doing paperwork. Flexibility will help decrease the chances of lower back injury. The test for flexibility is called the Sit and Reach. The sit and reach is conducted by having the officer sit on a mat. The legs should be extended straight in front of the body, and they are at right angles (perpendicular) to a taped line on a box. The heels are placed on the floor, about eight inches apart. A fifteen inch rule is placed with the 15 inch mark on the edge of the box nearest the officer. The officer slowly reached forward with both hands as far as possible, and holds the position momentarily. His goal is to reach as far as possible without moving the heels and keeping knees straight. The distance of the reach is recorded; the best of three tries is

considered the score used to determine passage of the test. The scores for passing are charted below:

	AGE				
	<u>20-29</u>	<u>30-39</u>	<u>40-49</u>	<u>50-59</u>	<u>60- &amp; Older</u>
Male	16.5	15.5	14.3	12.5	12.0
Female	19.3	18.3	17.3	16.8	15.5

Other tests include a 1.5 mile run. The times for each test are charted below:

1.5 mile run (in minutes)	AGE				
	<u>20-29</u>	<u>30-39</u>	<u>40-49</u>	<u>50-59</u>	<u>60 &amp; Older</u>
Male	14:00	14:45	15:35	17:00	19:00
Female	18:30	19:00	19:30	20:00	20:30

The Institute for Aerobics Research also considers “Standards of Error” in calculating the standards. These standards or error represent statistical deviations from test results. Therefore, the following standards of error will be included in your scores:

1.5 mile run	Subtract 55 second from final score, unless the test was passed at written standard
Sit & Reach	Add ½ inch to final score
Sit-Ups	Add 1 sit-up to final score
Push-ups	No standard of error has been computed

The bench press may be substituted for push-ups.

	AGE				
	<u>20-29</u>	<u>30-39</u>	<u>40-49</u>	<u>50-59</u>	<u>60 &amp; Older</u>
Male	.99	.88	.80	.71	.65
Female	.59	.53	.50	.44	.43

The procedure to substituting the bench press for push-ups is as follows:

- 1) Estimate the weight that the officer will have to press in one try.
- 2) Load and weights to one-half of the required weight.
- 3) The officer is to press the one-half of estimated weight for an easy warm-up.
- 4) Increase the loading of weights in ten (10) pound increments, allowing a press after each increment is added. This allows the officer to warm up in three or four repetitions to prevent muscle injury. When the maximum weight is added, the officer is to lift this weight in one smooth repetition.

September 22, 2014

LETTER OF UNDERSTANDING

Mr. Robert Pilipiszyn, Village Manager  
Village of La Grange  
53 South. La Grange Road  
La Grange, IL 60525

Mr. Kevin Krug  
Fraternal Order of Police  
5600 S. Wolf Road  
Western Springs, Illinois 60558

**RE: REIMBURSEMENT UPON VOLUNTARY SEPARATION**

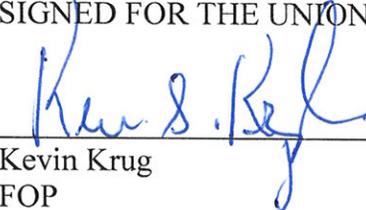
This letter stipulates that for the term of the collective bargaining agreement between the Village of La Grange and Illinois Fraternal Order of Police beginning May 1, 2014 and ending April 30, 2017, employees in the bargaining unit hired on or after May 1, 1994, who voluntarily separate from employment with the Village within three (3) years of their date of hire shall reimburse the Village for its costs and expenses incurred in their hiring and training up to the time of their separation.

SIGNED FOR THE VILLAGE

  
\_\_\_\_\_  
Robert Pilipiszyn  
Village Manager

Date 10.27.14

SIGNED FOR THE UNION

  
\_\_\_\_\_  
Kevin Krug  
FOP

Date 10-21-14

September 22, 2014

LETTER OF UNDERSTANDING,

Mr. Robert Pilipiszyn, Village Manager  
Village of La Grange  
53 S. La. Grange Road  
La Grange, IL 60525

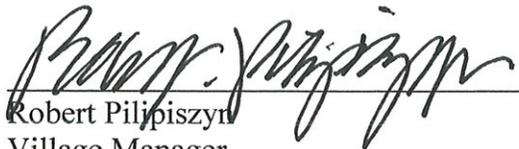
Mr. Kevin Krug  
Illinois Fraternal Order of Police  
5600 S. Wolf Road  
Western Springs, Illinois 60558

**RE: HOURS OF WORK AND OVERTIME**

Since 1994, whenever a holiday occurred during a patrol officer's vacation or a patrol officer who was scheduled to work a holiday but, at the discretion of a supervisor, was subsequently scheduled not to work that holiday, the patrol officer was directed to complete their time sheet so that "holiday off" was recorded in the "HOURS WORKED F.L.S.A." column and 8.25 was recorded in the "HOURS PAY-NO WORK" column. The net effect of this payroll practice, all other things being equal, resulted in the loss of overtime earned either prior to or after a holiday within that 28 day work period. The parties acknowledge that this was not the intended outcome by excluding holiday pay from hours worked for purposes of calculating overtime. Rather, the parties agree that the holiday pay granted in the form of either 12 hours or 8 hours of straight time, was not to be recorded in the "HOURS WORKED F.L.S.A." column.

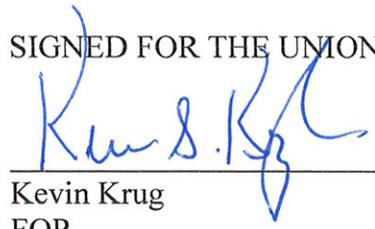
The parties agree that retroactive to May 1, 2003, whenever a holiday occurs during a patrol officer's vacation or a patrol officer who is scheduled to work a holiday, but is subsequently scheduled not to work that holiday, the officer shall record 8.25 in the 'HOURS WORKED F.L.S.A.' column and H.O. (holiday off) in the "HOURS PAY-NO WORK" column. The Police Chief shall monitor and evaluate this change in payroll practice, as well as existing scheduling practices, for a period of one year. If no problems are identified by the Police Chief, the contract shall be deemed to be amended by stipulating "holiday off" as hours worked for the purpose of calculating overtime.

SIGNED FOR THE VILLAGE

  
\_\_\_\_\_  
Robert Pilipiszyn  
Village Manager

Date 10-27-14

SIGNED FOR THE UNION

  
\_\_\_\_\_  
Kevin Krug  
FOP

Date 10-21-14



October 14, 2014

**LETTER OF UNDERSTANDING**

Mr. Robert Pilipiszyn  
Village of La Grange  
53 S. La Grange Rd.  
La Grange, IL 60525

Mr. Kevin Krug  
Illinois Fraternal Order of Police Labor Council  
5600 S. Wolf Rd.  
Western Springs, IL 60558

It is understood that employees covered by the current Patrol Officers Agreement (2014-2017) shall be paid for one-half (1/2) of their unused accumulated Sick Leave up to the maximum accrual of 216 work days (1,782 hours) at their regular hourly rate of pay when they retire from the service of the Village.

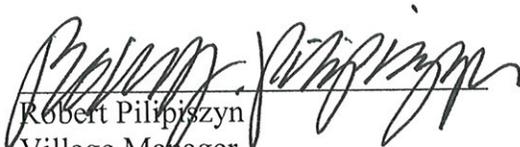
Retirement shall be defined as completing a minimum of twenty (20) years of continuous service with the Village, or meeting disabled duty eligibility requirements pursuant to state statute.

Employees covered under this agreement that have a minimum balance of \$20,000 of eligible accrued leave at the time of their retirement shall be paid in the following manner:

Twenty thousand dollars (\$20,000.00) shall be made (subject to the rules of the RHS (retirement health savings) plan) into the employee's health savings plan while the remainder shall be paid directly to the employee as cash.

If the employee has not accrued at least \$20,000 in eligible accrued leave, payment will be made in cash.

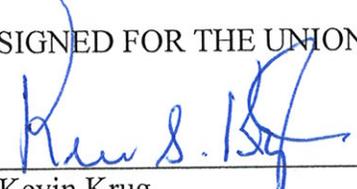
SIGNED FOR THE VILLAGE

  
Robert Pilipiszyn  
Village Manager

10.27.14

Date

SIGNED FOR THE UNION

  
Kevin Krug  
IFOPLC

10-21-14

Date