

**RESOLUTION No. R-54-2019**

**A RESOLUTION AUTHORIZING A CONTRACT WITH THE METROPOLITAN  
APPLIANCE UNION (SERGEANT'S UNIT)**

WHEREAS, the VILLAGE OF BENSENVILLE (hereinafter "VILLAGE") is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq.; and

WHEREAS, the METROPOLITAN APPLIANCE UNION (SERGEANT'S UNIT) represents the Sergeants at the Village of Bensenville

WHEREAS, the Village staff has negotiated an agreement for the period of January 1, 2019 to December 31, 2022 which is attached herewith as Appendix – A.

WHEREAS, the Village of Bensenville President, Trustees and Staff considers it appropriate and in the interest of the Village to approve the contract attached as Appendix – A.

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, that the Village Manager be, and the same is, hereby authorized and directed to execute the contract with the **METROPOLITAN APPLIANCE UNION (SERGEANT'S UNIT)**, which contract is attached hereto and made a part hereof, and to take such other and further actions as may be necessary thereto.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville.

Illinois this 16th day of April 2019.

APPROVED:



Frank DeSimone, Village President

ATTEST:



Nancy Quinn  
Village Clerk

Ayes: Carmona, Franz, Lomax, Panicola

Nays: None

Absent Jaworska, Perez

VILLAGE OF BENSENVILLE  
AND  
METROPOLITAN ALLIANCE OF POLICE,  
BENSENVILLE POLICE SERGEANTS, CHAPTER #166  
(SERGEANTS' UNIT)

EFFECTIVE  
JANUARY 1, 2019 TO DECEMBER 31, 2022

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## ARTICLE I

### **PREAMBLE AND RECOGNITION AND DUES DEDUCTION AND FAIR SHARE**

#### **Section 1.1 Preamble and Recognition**

It is recognized that the interests of providing quality Police protection and other public safety services, including an enhanced public safety program, the Village of Bensenville will best be served by establishing procedures to provide an orderly method for the Village Board and sergeants employed by the Bensenville Police Department to discuss and resolve matters of salary, economic fringe benefits, and related working conditions. The Village of Bensenville ("Village Board") therefore recognizes the Metropolitan Alliance of Police, Bensenville Police Sergeants, Chapter #166 (hereinafter referred to as the "Union"), as certified by the Illinois Labor Relations Board, as the sole and exclusive bargaining representative for all full-time sworn peace sergeants in the rank of sergeant ("officers" or "employees"), excluding all other employees, including but not limited to, all sworn peace officers above or below the rank of sergeant, any employee holding the position of Police Chief or Deputy Police Chief, all part-time or temporary employees, any employees excluded from the definition of "peace officer" as defined in subsection 1603(k) of the Illinois Public Labor Relations Act, all civilian employees, all non-Police Department employees, and all other managerial, supervisory, confidential, professional and short-term employees as defined by the Act. This Agreement is made by and between the Village and the Union for and on behalf of all full-time sworn sergeants employed by the Village and sets forth the parties' complete agreement on wages, hours, economic fringe benefits and other terms and conditions of employment upon execution of this Agreement through December 31, 2022.

#### **Section 1.2 Dues Checkoff**

With respect to any police sergeant from whom the Employer receives individual written authorization, signed by the sergeant, in a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the sergeant the dues and initiation fee required as a condition of membership in the Union, and shall forward such amount to the Union within thirty (30) calendar days after close of the pay period for which the deductions are made. The amounts deducted shall be set by the Union.

The Union agrees to give the Village at least thirty (30) days' notice in writing of any change in the amount of the regular dues to be deducted. The Union further agrees that it will not submit written-notification of a change in the amount of the regular dues to be deducted more than once within any twelve (12) month period of time.

#### **Section 1.4 Indemnification.**

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suit or other forms of liability that may arise out of or reason of any action taken by the Employer for the purpose of complying with any provisions of this Article. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved police sergeant.

## **ARTICLE II HOURS OF WORK**

### **AND OVERTIME**

#### **Section 2.1 Application of Article.**

Nothing in this Article or Agreement shall be construed as a guarantee of hours of work per shift, per week, per work cycle, or any other period.

#### **Section 2.2 Court Time.**

Employees who would otherwise be off-duty shall be paid at the overtime rate of time and one-half (1-1/2) their regular straight-time hourly rate of pay for all hours worked when appearing in court on behalf of the Village in the capacity of a commissioned sergeant or when preparing for an off-duty court appearance when in the presence of a prosecuting attorney, the Sergeant will be paid overtime rates for a minimum of three (3) hours for all off-duty court time worked outside regularly scheduled hours in a single day or actual time spent, whichever is greater, unless the time extends to his regular work shift.

#### **Section 2.3 Call-Back Pay.**

A Sergeant who is called back to work after having left work shall receive a minimum of two (2) hours work at overtime rates, unless the time extends to his regular work shift or unless the individual is called back to rectify his own error which needs to be corrected before the sergeant's next regularly scheduled shift.

**Section 2.4 Court Standby Pay.** Sergeants who are required by notice or order of the Police Department, shall receive 2 hours pay at the overtime rate, if off-duty, for court standby. If the sergeant goes to court, then Section 2.2 shall control his rate of pay and this Section shall not be applicable.

#### **Section 2.5 Comp Time.**

Sergeants may accrue comp time up to sixty (60) hours in a fiscal year. This shall be a rolling total which may be used and replenished in accordance with Police Department Policy each year but shall not exceed a total of sixty (60) hours at any one time. If the employee's accrued comp time would cause the bank to exceed sixty (60) hours, the overtime would be paid in cash. Reduced to forty (40) hours during the thirty (30) calendar day period prior to retirement from the Village.

Comp time is defined as overtime at a pay rate of 1.5 times the regular rate.

Compensatory time shall be taken at such times as are established or agreed to by the Chief of Police or his designee. This scheduling of compensatory time off is subject to the operating needs of the Department and will not be granted where it would leave the Department with insufficient manpower on duty. Subject to the foregoing, permission to use compensatory time shall not be unreasonably denied.

#### **Section 2.6 Definition of Overtime.**

Each Sergeant covered by this Agreement shall be paid in cash or comp time as applicable at one and one-half (1½) times their straight time hourly rate of pay for all hours worked in excess of one hundred sixty (160) hours in the employee's twenty-eight (28) day work cycle. Overtime pay

shall be received in fifteen (15) minute segments as provided for by the Fair Labor Standards Act. For any employee to be eligible for overtime pay or comp time, the additional time worked must be authorized in advance by the Police Chief or his designee. Sergeants will have the first opportunity to perform available overtime shifts as a patrol sergeant (unless the Sergeant has already been scheduled to work a patrol shift to satisfy the minimum staffing levels).

Paid time off will not count as hours worked for purposes of overtime eligibility with the following exceptions:

- (a) An eligible employee's use of approved vacation;
- (b) Paid sick leave;
- (c) Personal leave;
- (d) Compensatory time; and
- (e) Observance of a paid holiday.

#### **Section 2.7 Kelly Time/Flex Hours.**

During periods of time when the normal work schedule is comprised of twelve (12) hour work days, Sergeants will be eligible to receive sixty (60) hours (computed on a pro-rata basis for partial years) of "flex hours" to reach the 2,080 hours of work per year. The earned Kelly Time can be banked to a cap of sixty (60) hours before it must be used and can be used for training and other purposes with prior notice and approval of the scheduling supervisor. It is understood that the use of flex hours cannot result in overtime pay and therefore employees are encouraged to be flexible when scheduling available flex hours.

#### **Section 2.8 No Pyramiding.**

Compensation shall not be paid (nor compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

### **ARTICLE III SICK**

#### **LEAVE**

##### **Section 3.1 Notification.**

Notification of absence due to sickness shall be given to the Police Communication Center as soon as possible on the first day of such absence, but no later than two (2) hours before the start of the employee's work shift (except in the event the need for time off is not foreseeable in which case one (1) hour is sufficient). Failure to properly report an illness shall be considered as absence without pay and may subject the employee to discipline, as well.

##### **Section 3.2 Medical Examination.**

The Village may require a doctor's slip attesting to an illness immediately upon the employee's return from such leave. The Village may, where there is reason to suspect abuse or for an absence of three working days or more, require an employee seeking to utilize sick leave to submit a doctor's certification of the illness and/or to submit at any time during such leave to an examination by a doctor or nurse designated by the Village. Examinations administered by a physician or nurse selected by the Village shall be paid for by the Village to the extent not covered by insurance.

### **Section 3.3 Purpose.**

Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees for them to work while sick. Unfortunately, sick leave abuse sometimes occurs. The parties agree that sick leave abuse is a very serious offense which may result in discipline (up to and including termination).

### **Section 3.4 Allowance.**

Any employee contracting or incurring any non-service connected sickness or disability shall receive sick leave with pay.

### **Section 3.5 Days Earned in Accumulation.**

Employees shall be allowed eight (8) hours of sick leave for each month of service. Sick leave shall be earned by an employee for any month in which the employee is compensated for more than eighty (80) hours of work. Sick leave cannot be taken before it is actually earned.

### **Section 3.6 Rate of Payment.**

Employees shall be paid in hours at their regular, straight-time hourly rate of pay for each single hour of sick leave properly utilized.

### **Section 3.7 Sick Leave Utilization.**

An employee cannot accumulate more than four hundred eighty (480) sick leave hours. An employee who has accumulated more than two hundred eighty eight (288) sick leave hours may be paid, upon written request, for any sick leave hours in excess of two hundred eighty eight (288), at a rate equal to one-half of the employee's regular daily wage rate at the time the request is made. Requested payment for accumulated sick leave days shall be made in the first pay period in the December following the request.

Upon retirement or resignation after five (5) years of employment, an employee shall receive full pay for the first two hundred eighty eight (288) hours of accumulated sick leave, and one-half pay for any additional accumulated sick leave days, up to a maximum of one hundred ninety two (192) sick hours.

The Village Manager may allow accrued vacation time to be applied toward a continuing absence due to serious and prolonged illness, after an employee has used all of his available sick leave.

The Police Chief or designee may approve an employee's absence for personal reasons unrelated to illness as sick leave to be applied against accrued sick leave hours , but in no event more than sixteen (16) such hours in each calendar year.

## **ARTICLE IV ADDITIONAL LEAVES**

### **OF ABSENCE**

#### **Section 4.1 Military Leave.**

Military leave shall be granted in accordance with applicable law.

#### **Section 4.2 Bereavement Leave.**

In the event of death in the immediate family (defined as the employee's legal spouse, children, stepchildren, adopted children, parents, parents of spouse and stepparents, brothers and sisters of employee and spouse or grandparents and grandchildren of employee and spouse) an employee shall be granted up to three (3) consecutive workdays as bereavement leave. Leave beyond such three (3) days may, upon approval of the Village Manager or his designee, be taken if charged to the employee's sick leave or vacation leave accrual account, if any.

#### **Section 4.3 Leave for Illness or Injury.**

- (a) In the event an employee is unable to work by reason of illness or injury, and after the employee has exhausted all accrued sick leave and vacation, the Village may grant a leave of absence without pay for up to one (1) year. During such a leave, seniority shall not accrue for so long as the employee is unable to work, except that for a work related injury compensable under workers' compensation, an employee shall accrue seniority pursuant to statute.
- (b) To qualify for such leave, the employee must report the illness or injury as soon as the illness or injury is known, and thereafter furnish to the Village Manager or his designee a physician's written statement showing the nature of the illness or injury and the estimated length of time that the employee will be unable to report for work, together with a written application for such leave. Thereafter, during such leave, unless bedridden, the employee shall personally appear at the Employer's premises and furnish a current report from the attending doctor at the end of every twenty-one (21) calendar days.
- (c) Before returning from leave of absence for injury or illness, or during such leave, the employee at the discretion of the Village may be required to have a physical examination by a doctor designated and paid for by the Village to determine the employee's capacity to perform work assigned. An unpaid leave of absence for illness or non-job related injury will under no circumstances be granted until an employee's entire accrued sick leave and vacation leave is first exhausted.

#### **Section 4.4 Benefits While On Leave.**

- (a) Unless otherwise stated in this Article, an employee returning from leave will have his seniority continued after the period of the leave. Upon return, the Village will place the employee in his or her previous assignment.

- (b) If, upon the expiration of a leave of absence, there is no work available for the employee or if the employee could have been laid off pursuant to statute, he shall go directly on layoff.
- (c) During an approved unpaid leave of absence of more than ninety (90) calendar days or during a layoff under this Agreement, the employee shall be entitled to coverage under applicable group health and life insurance plans to the extent permitted under such plan(s), provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the Village.

#### **Section 4.5 Non-Employment Elsewhere.**

Employees, while on leave, shall not accept employment elsewhere without express written approval of the Chief of Police or designee.

#### **Section 4.6 Pregnancy Leave.**

In the event an employee is unable to work by reason of pregnancy or childbirth, the employee may apply for time off pursuant to the terms of the Village's Family and Medical Leave Act policy ("FMLA") for a period of twelve (12) workweeks during any 12 month period. The employee will use all accrued vacation, floating holidays, comp time and sick time in lieu of taking otherwise unpaid FMLA time off.

## **ARTICLE V**

### **VACATIONS**

#### **Section 5.1 Eligibility and Allowances.**

Full-time employees shall be eligible for paid vacation time after the completion of one year of service with the Employer. Vacation allowances shall be accrued each anniversary year, based on the following schedule:

Working days

<u>Length of Continuous Service</u>	<u>Vacation Per Year</u>
After completion of one (1) year	80 hours
After completion of five (5) years	120 hours
(15) years	160 hours
After completion of twenty-five (25) years	200 hours

Ordinarily, vacation time taken during a given anniversary year shall be the vacation allowance earned during the preceding anniversary year. Exceptions to this policy may be granted in writing by the Village Manager.

Full-time employees shall earn vacation allowances for any month in which they receive compensation for more than one hundred twenty (120) hours of work.

#### **Section 5.2 Vacation Pay.**

The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation. Employees who submit a written request at least fifteen (15) days in advance of the start of their vacation will receive, on the last day of work prior to the start of their vacation, their next regularly scheduled paycheck which would normally be paid on a day falling within their scheduled vacation; this provision shall not apply, however, to vacations of less than five (5) consecutive workdays.

#### **Section 5.3 Scheduling and Accrual.**

Employees shall be awarded vacation time by the Village in accordance with its service needs and the employee's seniority, pursuant to Department policy.

#### **Section 5.4 Cancellation of Vacation.**

Should an emergency arise at the time of vacations, any or all employee vacations may be cancelled provided that the employees' services are needed.

#### **Section 5.5 Vacation Rights in Case of Layoff or Separation.**

Any employee who is laid off for more than five (5) working days, or who retires or voluntarily quits prior to taking his vacation, shall be compensated in cash for the unused vacation he has properly accumulated but not used at the time of separation, provided the employee gives at least two (2) weeks notice in the event of retirement or resignation. Payment shall be made within thirty (30) days of separation from active employment.

## **ARTICLE VI**

### **HOLIDAYS**

#### **Section 6.1 Holidays Defined.**

The following are paid holidays for eligible employees:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

Additionally, with the approval of the Police Chief or designee, employees may choose three (3) floating holidays per year (twenty four (24) hours of paid time off). The three (3) floating holidays shall accrue at the start of the calendar year.

### **Section 6.2 Eligibility Requirements.**

Employees on unpaid leave of absence, including workers' compensation, on the days before and after a holiday, shall not be eligible for holiday pay.

### **Section 6.3 Holiday Pay.**

Sergeants receive an additional eight (8) hours of pay, whether or not they work on the designated holidays (and floaters). Additionally, a Sergeant who actually works a full shift on a designated holiday (listed in 6.1 but not floaters) will receive twelve (12) hours of pay on those days.

## **ARTICLE VII**

### **INSURANCE**

#### **Section 7.1 Insurance Coverage.**

The Village shall continue to make available to full-time employees and their dependents group health and hospitalization insurance coverage and benefits. Further, the Village shall offer full-time employees the option of coverage under a Health Maintenance Organization (HMO) or a Preferred Provider Organization (PPO) selected by the Village which offers substantially similar health and hospitalization coverage and benefits as provided under the group insurance plan.

#### **Section 7.2 Cost.**

The Village will pay eighty-five (85%) percent of the cost of the premiums for full-time employees' individual health and hospitalization insurance. For dependent group health and hospitalization insurance, the Village will pay eighty-five (85%) percent of the cost of premiums. The aforementioned contributions are based on the cost of the insurance option utilized by the employee. **Section 7.3 Cost Containment.**

The Village reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially similar. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, preferred provider option, and mandatory out-patient elective surgery for certain designated surgical procedures. Employees will be given advance notice of any such cost containment measures before they are instituted.

#### **Section 7.4 Life Insurance.**

The Village shall provide to full-time employees, at no cost to the employee, life insurance coverage equal to twice the employee's annual base salary.

#### **Section 7.5 Right to Change Insurance Carriers.**

The Village retains the right to select and change insurance carriers for employee insurance and/or otherwise provide for reasonable changes of coverage as long as the level of benefits remains substantially similar and is consistent with the terms available to other covered employees in the Village. Before making any changes in deductibles, co-payments or any other changes in benefits beyond the limitation set forth above, the Village must first negotiate with the Committee to discuss the effects of any such decision.

The Village and the Union agree that if, during the term of this agreement, the Village realizes an increase to its healthcare costs, specifically related to an excise tax (Cadillac Tax), the parties will meet and negotiate over the impact of said increase.

#### **Section 7.6 Dental Insurance.**

The Village shall make available to full-time employees and their dependents dental insurance coverage. The Village will pay 100% of the cost of premium for full-time employees' individual dental premium. Employees electing family dental coverage will pay 100% of the premium above the individual rate. The Village retains the right to select and change insurance carriers and institute cost containment measures. Employees will be given advanced notice of any such cost containment measures before they are instituted.

#### **Section 7.7 Terms of Insurance 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.

### **ARTICLE VIII**

#### **GRIEVANCE PROCEDURE**

##### **Section 8.1 Definition.**

A grievance is defined as a complaint arising under and during the term of this Agreement raised by an employee or the Union against the Village that there has been an alleged violation, misinterpretation or misapplication of an express provision of this Agreement, except that any dispute concerning a matter or issue subject to the jurisdiction of the Bensenville Board of Police Commissioners shall not be considered a grievance under this Agreement.

## **Section 8.2 Procedure.**

If the Union or a Sergeant covered by this Agreement has a grievance concerning the interpretation or application of the express terms of this Agreement, the grievance shall be processed as follows:

Step 1: Written to Police Chief or designee.

If the Union or an sergeant has a grievance, it shall be submitted in writing to the Police Chief or designee within seven (7) calendar days after the first event giving rise to the grievance. A meeting between the Police Chief or designee and the Sergeant or the Union representative will be held at a mutually agreeable time. If no settlement is reached at such meeting, the Police Chief or designee shall provide a written response within seven (7) days of the meeting.

Step 2: Appeal to Village Manager.

If the grievance is not settled at Step 1, the Union or the Sergeant may submit a written appeal to the Village Manager within seven (7) days after receipt of the Step 2 answer or within seven (7) days of when the answer in Step 2 was due. A meeting between the Village Manager, or the Village Manager's designee, and the Sergeant and the Union will be held at a mutually agreeable time. If no settlement is reached at such meeting, the Village Manager, or the Village Manager's designee, shall provide a written response within ten (10) days of the meeting.

Step 3:

If the grievance is not settled in Step 2 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to arbitration, within fourteen (14) calendar days of receipt of the Employer's written answer as provided to the Union at Step 3 or within fourteen (14) calendar days of when the Employer's answer in Step 3 was due. The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said seven (7) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who are all members of the National Academy of Arbitrators and who reside in Illinois. Any fee for requesting such panel shall be paid by the party requesting arbitration. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. The Employer and the Union shall alternately strike names from the panel, with the party requesting arbitration striking first. The person remaining shall be the arbitrator.

No grievance shall be entertained or processed unless it is filed within the time limits set forth above. If a grievance is not appealed within the time limits set forth above, it shall be considered settled on the basis of the last answer provided by the Village. If the Village fails to provide an answer within the time limits set forth above, the grievance may be appealed to the next step. The parties may mutually agree in writing to extend any time limits set forth in this Article.

## **ARTICLE IX**

## **GENERAL PROVISIONS**

### **Section 9.1 Outside Employment.**

An employee shall not undertake, contract for or accept anything of value in return for services, nor shall he otherwise be self-employed for remuneration, nor shall he be employed for remuneration by employers other than the Village, except with the approval of the Chief of Police or designee. Any person who wants such approval must make written application to the Chief of Police or designee; approval may be granted only when it appears that such activity will not interfere with the performance of Village duties, impair the usefulness of the employee, or conflict with the mission, goals or objectives of the Village. The Chief of Police or designee must respond to an application within a reasonable time. Once granted, permission for such outside activity may be revoked by the Chief of Police or designee where it appears to the Chief of Police or designee that such activity interferes with the performance of Village duties, impairs the usefulness of the employee, or conflicts with the mission, goals or objectives of the Village. The Chief of Police or designee must state in writing to the employee his specific reasons for a denial or revocation of permission for outside employment.

### **Section 9.2 Application of Agreement to MEG Unit and Other Special Assignment Employees.**

Notwithstanding anything to the contrary in this Agreement, sergeants who are assigned to the Metropolitan Enforcement Group ("MEG") or to any other governmental or inter-governmental agency having an independent law enforcement authority or basis of jurisdiction, shall be subject for the duration of such assignment to the practices, policies, procedures and directives which are generally applicable to sergeants assigned to that agency or which are applied pursuant to the authority of the other governmental entity, even though such practices, policies, procedures and directives may be inconsistent or in conflict with the provisions of this Agreement. The application of such practices, policies, procedures and directives shall not be subject to the grievance and arbitration procedures of this Agreement. Without in any way limiting the generality of the foregoing, the practices, policies, procedures and directives of MEG applicable to hours of work and overtime shall be deemed to supersede inconsistent or contrary provisions of Article III of this Agreement. Wages, insurance or other direct economic benefits shall continue to be governed by the terms of this Agreement.

### **Section 9.3 Job Related Training and Education Programs.**

The Village encourages employees to continue their education and improve their job related skills. The Village provides a Tuition Reimbursement Program for regular full-time employees who have successfully completed their introductory/probationary period. The employee must be in good standing with the Village, meaning the employee must, at a minimum, meet performance expectations as verified by the supervisor, and have no performance or disciplinary actions pending.

All requests for attendance at seminars, schools, or enrollment in outside formal educational programs for which the employee desires financial reimbursement are subject to the approval of the Department Head and Village Manager. Village requirements for course reimbursements shall be predicated on the attainment of a grade of B or better (or Pass, in those instances where applicable). All class attendance and class work will take place during non-work hours.

Participation in the Tuition Reimbursement Program will be determined by availability of funds in the Tuition Reimbursement budget. Qualifying tuition reimbursement shall not exceed the tuition and fees charged by Northern Illinois University (NIU) for the equivalent coursework. Employees are not restricted to enroll in programs based on cost; however tuition and fees in excess of the equivalent coursework at NIU are not eligible for

**reimbursement by the Village.** Reimbursement for degree programs is a major investment made by the Village in the development of a particular employee. The courses must be designed to maintain or improve the skills required of the employee in his/her current job assignment or they must be necessary to meet express requirement of the Village. It follows that the employee must continue working for the Village for some period of time in order to qualify for this reimbursement. Accordingly, before such a program will be approved, the employee must sign a written agreement to reimburse the Village for 100% of the degree program cost paid by the Village on the employee's behalf for any semester (or applicable unit) if the employee leaves Village within two (2) years of the end of the semester (or applicable unit).

#### **Section 9.4 Uniform Allowance.**

Sergeants shall receive a uniform allowance of \$1,000. The uniform allowance also may be used for the purchase of any items contained on the list attached as Appendix B, as it may be changed from time to time, provided:

1. The Police Chief or his designee determines that an employee's clothing or equipment is damaged beyond repair through causes other than negligence of the employee; or
2. The Police Chief or his designee determines that an employee's clothing or equipment is worn and in need of replacement because of ordinary wear and tear; or
3. The Police Chief or his designee specifies new or additional items of uniform clothing and personal equipment.

Sergeants are responsible for all taxes.

#### **Section 9.5 Body Armor**

The Village agrees to provide each covered employee with body armor (vest) and to replace the same as recommended by the manufacturer.

#### **Section 9.6 Drug Testing.**

The Police Chief or his designee may require an employee to submit immediately to a urine and/or blood test where there is reasonable, individualized suspicion of improper drug or alcohol use. This includes, but is not limited to, direct observation, indirect observation, symptoms of drug or alcohol use, information pertaining to an employee's use of drugs or alcohol or any other means of reasonable individualized suspicion. Upon request, the Village shall provide an employee who is ordered to submit to any such test with a written statement of the basis for the Village's reasonable suspicion within seventy-two (72) hours of when the test is administered. The Village may also engage in random testing to the extent permitted by law. Employees may be randomly tested no more than two (2) times per calendar year unless otherwise specified by this Agreement. The Village also reserves the right to require a drug/alcohol test of all applicants seeking to be transferred into the bargaining unit.

Drug and alcohol testing also will be required prior to the end of a shift for any officer who discharges his firearm causing injury or death to a person in the line of his duty.

The Village shall use laboratories which are certified by the State of Illinois pursuant to the

Illinois Clinical Laboratory Act or that meet the accreditation requirements of the National Institute of Drug Abuse (NIDA) to perform drug and/or alcohol testing for such testing and shall be responsible for maintaining the identity and integrity of the sample. Prior to the test, employees shall identify any prescription drugs which they may have taken recently, and the approximate time and dosage taken. Any positive test results which are attributable to prescription drugs taken in accordance with a physician's prescription and instructions shall not be used in any manner adverse to the employee. The passing of urine will not be directly witnessed unless there is reasonable suspicion to believe that the employee may tamper with the testing procedure. If the first test results in a positive finding, a GC/MS (gas chromatography mass spectrometry) confirmatory test shall be conducted. An initial positive screening test shall not be submitted to the Village; only GC/MS confirmatory test results will be reported to the Village. If the Village, contrary to the foregoing, receives the results of a positive first test which is not confirmed as provided above, such information shall not be used in any manner adverse to the employee. Within two (2) days of receipt, the Village shall provide an employee with a copy of any test results which the Village received with respect to such employee. The Village shall be liable for the costs of any tests conducted at the Village's direction.

Test results will be confidential and use of these results shall be only for purposes established by this contract or for other lawful purposes. A portion of the test sample, if positive, shall be retained by the laboratory for six (6) months so that the employee may arrange for another confirmatory test (GC/MS) to be conducted by a laboratory certified by the State of Illinois pursuant to the Illinois Clinical Laboratory Act or that meets the accreditation requirements of the National Institute of Drug Abuse (NIDA) to perform drug and/or alcohol testing of the employee's choosing and at the employee's expense. Once the portion of the tested sample leaves the clinical laboratory selected by the Village, the Village shall not be responsible for monitoring the proper chain of custody for said portion of the tested sample.

The following initial immunoassay test cutoff levels shall be used when screening specimens to determine whether they are negative for the five (5) drugs or classes of drugs:

Initial Test Level

Marijuana metabolites	100 ng/ml
Cocaine metabolites	300 ng/ml
Opiate metabolites	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	1000 ng/ml

All specimens identified as positive on the initial screening test shall be confirmed using GC/MS techniques at the cutoff levels listed below.

Confirmatory Test Level

Marijuana metabolites*	15 ng/ml	Cocaine
metabolites**	150 ng/ml	
Opiates:		
Morphine	300 ng/ml	
Codeine	300 ng/ml	

Phencyclidine 25 ng/ml

Amphetamines

Amphetamine 500 ng/ml

Methamphetamine 500 ng/ml

\* Delta-9-tetrahydrocannabinol-9-carboxylic acid \*\*

Benzoyl-ecgonine

Any tests for other prescription or illegal drugs shall use the screening test cut-off levels and the confirmatory GC/MS test cut-off levels for such drugs established by the testing laboratory selected by the Village in accordance with NIDA standards, if any.

The use, sale, possession, purchase or delivery of illegal drugs at any time (on or off the job) while employed by the Village (except as required in the line of duty), abuse of prescribed drugs, failure to report to supervisors any known adverse side effects of medication or prescription drugs that the employee may be taking, consumption or possession of alcohol while on duty (except as required in the line of duty), or being under the influence of alcohol while on duty (which shall be defined as a blood alcohol level of more than .02%) shall be cause for discipline, including termination. (NOTE: The foregoing standard shall not preclude the Village from attempting to show that test results below .02% (blood alcohol level) demonstrate that the employee was or would be unable to properly perform his or her job duties, but the Village shall bear the burden of proof in such cases.) The Village recognizes there may be situations in which an employee tests positive for illegal drugs or alcohol, but disciplinary action would not be in the interest of the employee or the Village and instead the employee may be placed on rehabilitation in these situations as deemed appropriate by the Chief of Police.

Voluntary requests for assistance with drug and/or alcohol problems (i.e., where no test has previously been given pursuant to the foregoing provisions) shall be held confidential with disclosure only to those who have a business need to have the information. An employee voluntarily seeking assistance prior to a policy violation shall not be disciplined (except for failure to fulfill obligations under an employee assistance/treatment program), but may be subject to random testing during and for one (1) year following successful completion of an employee assistance/treatment program. The Village's obligation to pay for treatment for alcohol/substance abuse shall be limited to services provided by the Village's medical insurance plan in which the employee is enrolled. An employee will be allowed to use all accrued sick leave, vacation and compensatory time off while attending a treatment program, and will be granted an unpaid leave of absence to complete such program after exhausting such paid time off. All matters concerning discipline and discharge are governed by the rules of the Board of Police Commissioners.

### **Section 9.7 Fitness Examinations.**

If there is any question concerning an employee's fitness for duty, the Police Chief or designee may require, at the Village's expense that the employee have an examination by a qualified and licensed physician or other appropriate medical professional selected by the Village. The Village may also require all employees to take a complete exam once a year. This exam will be paid for by the Village. Also, the employee may obtain a second opinion from the physician of his choice at the Village's expense. If the second opinion is different from the first physician's, then a third opinion shall be obtained from a physician of mutual choice by the Village and employee.

The third opinion will be paid for by the Village. If two-thirds of the physicians determine that an employee is not fit to perform his assigned duty, the employee shall be eligible to return to sick leave, worker's compensation leave or to go on an unpaid leave of absence or retire as applicable under the circumstances. The exam shall be conducted no later than fourteen (14) days from the date of notice.

### **Section 9.8 Officer Involved Shootings**

The Employer and the Union agree to the following policy to be implemented in accordance with Illinois Public Act 100-389.

1. Union members shall be required to abide by the Department's General Order regarding "Use of Deadly Force," including the requirement that each officer who is involved in an officer involved shooting to submit to drug and alcohol testing, so long as such testing is required by Public Act 100-389 or any similar state law.
2. For the purposes of clarity, the parties agree that a person "involved in" an officer involved shooting is defined to mean any officer who discharged a firearm thereby causing injury or death to a person or persons. If multiple officers discharged their firearm and it is unclear whose bullet struck the person or persons, then all officers who discharged their firearm in the direction of the subject shall be required to submit to drug and alcohol testing.
3. The term "involved in" an officer-involved shooting does not include officers who did not discharge their weapon, even if they were providing other forms of support and assistance during the call. Nor does the term "involved in" include officers who discharged their weapons when it is undeniably clear their projectiles did not actually strike any person or persons.
4. The provisions of the collective bargaining agreement regarding drug testing and standards for discipline shall regulate the drug testing procedures and the consequences for any positive drug test results.
5. Any drug or alcohol test required pursuant to this Agreement shall be considered a compelled, non-voluntary drug or alcohol test under threat of disciplinary action. Such testing shall only be done by urinalysis or breathalyzer. Blood tests shall only be administered with a warrant.

## ARTICLE X

### WAGES

#### **Section 10.1 Base Wages.**

Base wages are set forth on Wage Schedule attached to this Agreement on Appendix A and reflect the following:

- a. Effective January 1, 2019 – 3% increase (retroactive to 1/1/19);
- b. Effective January 1, 2020 – 2% increase;
- c. Effective January 1, 2021 – 2% increase; and,
- d. Effective January 1, 2022 – 3% increase.

#### **Section 10.2 Administration of Wage Schedule.**

Sergeants shall start at Step 1 of the pay plan upon the effective date of their promotion. Subject to satisfactory performance as provided in the Paragraph below, sergeants shall advance one step (from Step 1 to 2, 2 to 3 and 3 to 4) on January 1 provided the sergeant has been at their current step for at least six (6) full months prior to January 1.

The Village reserves the right to freeze a sergeant's pay and/or step placement for unsatisfactory performance and not grant a general wage increase or an automatic step increase. In April of each year, the Chief of Police (or a Deputy Chief acting in his or her stead) shall review all Sergeants performance and discipline records and determine if any Sergeant should be frozen at his current pay and/or step.

In the event a Sergeant is frozen at his current pay and/or step, his performance and discipline will be reviewed semi-annually by the Chief of Police (or a Deputy Chief acting in his or her stead) to determine if the freeze will remain in effect. Unsatisfactory performance would fall into one of the three following categories:

1. Repeated discipline violations which in the judgment of the Chief of Police or designee cannot be corrected by suspension or re-instruction.
2. Substandard work performance which, in the judgment of the Chief of Police or designee, cannot be corrected by suspension or re-instruction.
3. A leave of absence of six (6) calendar months or more (except for a leave due to a duty- related injury or illness) shall result in a wage freeze at the individual's current pay or step, provided, however, that such freeze shall be lifted and general wage and/or step increases shall be granted prospectively upon an sergeant's return to active duty for at least one (1) month or more.

The Village will not exercise its authority under this Section to freeze an sergeant's pay and/or step for arbitrary or capricious reasons, and any dispute regarding the Village's decision-making

in this regard may be grieved under Article VIII, and, if unresolved at Step 1, 2 or 3, arbitrated under an arbitrary and capricious standard of review.

## **ARTICLE XI**

### **NO STRIKE-NO LOCKOUT**

#### **Section 11.1 No Strike.**

Neither the Committee nor any sergeants, agents or employees will authorize, instigate, promote, sponsor, aid, engage in, or condone any strike, sympathy strike, secondary boycott, slowdown, sitdown, stoppage of work, concerted refusal to perform overtime, mass resignation, mass absenteeism, picketing or any other intentional interruption of the operations of the Village, regardless of the reason for so doing. Any violation of this Section shall be just cause for discipline, up to and including discharge. The failure to impose a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

#### **Section 11.2 No Lockout.**

The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Committee, so long as there is no violation of Section 11.1, No Strike.

## **ARTICLE XII SENIORITY, LAYOFF**

### **AND RECALL**

#### **Section 12.1 Seniority Definition.**

For purposes of this Agreement, rank seniority shall be defined as an employee's length of continuous full time service within the rank of Sergeant, excluding temporary service, since the employee's date of promotion less any deductions due to layoff, leave of absence(s) without pay or other non-paid breaks in service. If more than one person is hired on the same day, seniority will be established based on department seniority, defined as length of continuous full time service with the Village, excluding temporary service, since the employee's last date of hire less any deductions due to layoff, leave of absence(s) without pay or other non-paid breaks in service.

#### **Section 12.2 Layoff and Recall.**

Management at its discretion shall determine whether layoffs are necessary unless it is clearly established that such determination is arbitrary. No layoff will occur without at least twenty (20) calendar days' notification to the Labor Union, except in the event of a natural disaster, unanticipated emergency, or act of God in which case such notice is not required. The Village agrees to consult the Labor Union, upon request, and afford the Labor Union an opportunity to propose alternatives to layoff. Layoffs shall be by inverse order of rank seniority as defined in Section 12.1. Sergeants will be allowed to bump down a rank prior to being laid off. Any bargaining unit member who is laid off shall have his or her rank seniority frozen until the bargaining unit member is recalled.

Any member who is laid off or bumped down shall be subject to recall to the rank of Sergeant by rank seniority, as defined in Section 12.1. So long as any bargaining unit member (or former bargaining unit member) is laid off or bumped down, the Village will not make any promotions to the rank of Sergeant unless an offer of recall is declined by the unit member (or former bargaining unit member).

## **ARTICLE XIII**

### **MANAGEMENT RIGHTS**

Except as specifically limited by the express provisions of this Agreement, the Village retains traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine all the operations and services of the Village; to determine the Village's mission, objectives, policies and budget and to determine and set all standards of service offered to the public; to supervise and direct employees and their activities as related to the conduct of Village affairs; to schedule and assign work; to assign or to transfer employees within the Village; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to layoff or relieve employees due to lack of work or funds or for other legitimate reasons; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to contract out for goods and services; to make and enforce reasonable rules and regulations; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; and to take any and all actions as may be necessary to carry out the mission of the Village in situations of civil emergency conditions as may be declared by the President of the Board of Trustees or the Village Manager, which actions may include the suspension of the provisions of this Agreement provided that wage rates and monetary benefits shall not be suspended and providing that all provisions of this Agreement shall be immediately reinstated once a civil emergency condition ceases to exist.

No action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Village unless and until the Village has agreed thereto in writing.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Village, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

The parties recognize that the Police Commission of the Village of Bensenville has certain statutory authority over employees covered by this Agreement, including but not limited to the right to make, alter and enforce rules and regulations. Nothing in this Agreement is intended in any way to replace or diminish the authority of the Police Commission.

## **ARTICLE XIV**

### **SAVINGS CLAUSE**

If any provision of this Agreement, or the application of such provision, is or shall at any time be contrary to or unauthorized by law, or modified or affected by the subsequent enactment of law, or held invalid and unenforceable by operation of law or by any board, agency, or court of

competent jurisdiction, then such provision shall not be applicable or performed or enforced, except to the extent permitted or authorized by law; provided that in such event all other provisions of this Agreement shall continue in effect. In such event, the Village and the Committee agree to promptly begin negotiations on a substitute for the invalidated article, section, or portion thereof.

If there is any conflict between the provisions of this Agreement and any legal obligations or affirmative action requirements imposed on the Village by federal or state law, such legal obligations or affirmative action requirements thus imposed shall be controlling.

## **ARTICLE XV**

### **ENTIRE AGREEMENT**

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated in the Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Village and the Committee, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement. It is understood that the Village may exercise its management rights consistent with Article XII of this Agreement.

## **ARTICLE XVI**

### **TERMINATION**

This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 31th day of December, 2022. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no less than sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date; this Agreement shall remain in full force and effect during the period of negotiations and until termination of this Agreement after proper notice is provided 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 which shall not be before the anniversary date set forth in the preceding paragraph.

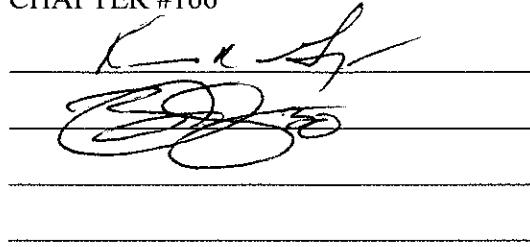
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

For the :

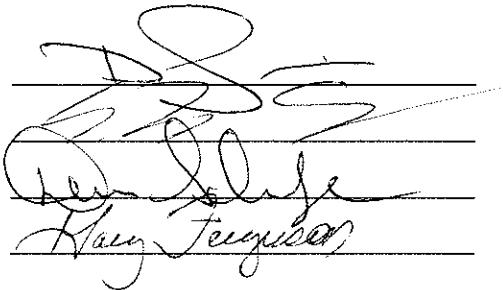
METROPOLITAN ALLIANCE OF POLICE,

BENSENVILLE POLICE SERGEANTS

CHAPTER #166



VILLAGE OF BENSENVILLE



**APPENDIX A**

**WAGE SCHEDULE**

Steps	<u>Current</u>	3%	2%	2%	3%
		<u>Effective</u> <u>1/1/2019</u>	<u>Effective</u> <u>1/1/2020</u>	<u>Effective</u> <u>1/1/2021</u>	<u>Effective</u> <u>1/1/2022</u>
1	99,062.33	102,034.20	104,074.88	106,156.38	109,341.07
2	102,991.16	106,080.89	108,202.51	110,366.56	113,677.56
3	106,926.10	110,133.88	112,336.56	114,583.29	118,020.79
4	110,133.88	113,437.90	115,706.65	118,020.79	121,561.41

Specialty  
Detective Sergeant

Compensation  
3% of base pay additional

**APPENDIX B**  
**UNIFORM ITEMS**

Furnished at time of Initial Employment:

2 badges  
1 hat shield  
2 nameplates 1 hat band  
1 metal ticket book holder  
1 radio strap  
1 radio holder  
1 portable radio battery  
1 station key 1 tie bar  
1 wallet badge and badge wallet  
4 long sleeve uniform shirts  
4 short sleeve uniform shirts  
4 uniform pants  
2 ties  
1 pair shoes or boots  
1 uniform hat 1 winter hat  
1 raincoat and hat cover  
1 uniform jacket 1 garrison belt

Items able to be purchased with uniform allowance after one year of employment:

All above listed equipment  
Metal clip board  
Basket weave leather goods\*  
Nightstick PR24\* Black turtleneck Knife (folding type) Handcuffs\*  
Uniform sweater Bullet proof vest cover  
Black gloves  
Flashlight

\* Required items which may only be replaced with uniform allowance