



# BENSENVILLE

A Village of DuPage County, Illinois

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Bensenville IL 60106

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## VILLAGE BOARD

December 17, 2020

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Mr. Mark H. Sterk

Odelson, Sterk, Murohey, Frazier, McGrath, Ltd.

3315 West 95<sup>th</sup> Street

Evergreen Park, Illinois 60805

Re: December 17, 2020 FOIA Request

Dear Mr. Sterk:

I am pleased to help you with your December 17, 2020 Freedom of Information Act ("FOIA"). The Village of Bensenville received your request on December 17, 2020. You requested copies of the items indicated below:

*"Pursuant to the Illinois Freedom of Information Act (5 ILCS 40/1), I am requesting the current collective bargaining agreement between the Village and the union or union's representing police officers and sergeants."*

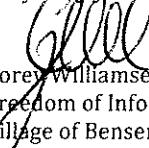
After a search of Village files, the following information was found responsive to your request:

- 1) Village of Bensenville Resolution No. R-54-2019 entitled "A Resolution Authorizing a Contract with the Metropolitan Appliance Union (Sergeant's Unit)". (27 pgs.)
- 2) Village of Bensenville Resolution No. R-55-2019 entitled "A Resolution Authorizing a Contract with the Metropolitan Appliance of Police Union Bensenville Chapter # 165 (Patrol)". (44 pgs.)
- 3) Village of Bensenville Resolution No. R-29-2020 entitled "A Resolution Authorizing a Side Letter of Agreement to the Contract with the Metropolitan Alliance Union (Patrol) Effective from January 1, 2019 Through December 31, 2022". (3 pgs.)

These are all the records found responsive to your request.

Do not hesitate to contact me if you have any questions or concerns in connection with this response.

Very truly yours,

  
Corey Williamsen  
Freedom of Information Officer  
Village of Bensenville

**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.

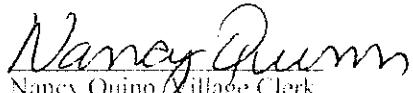
Illinois this 16th day of April 2019.

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 \*\*  
Benzoyllecgonine

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.

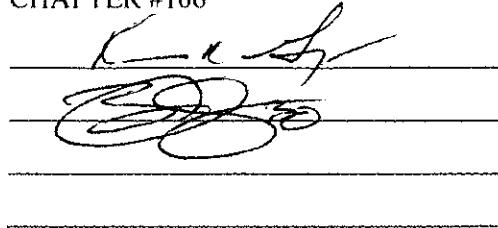
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

For the :

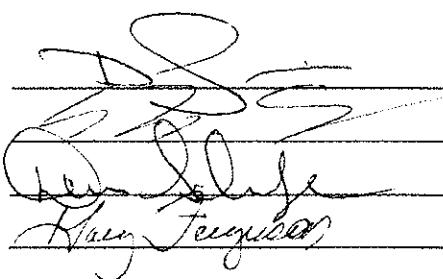
METROPOLITAN ALLIANCE OF POLICE,

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

<u>Specialty</u>	<u>Compensation</u>
Detective Sergeant	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

**RESOLUTION No. R-55-2019**

**A RESOLUTION AUTHORIZING A CONTRACT WITH THE METROPOLITAN  
APPLIANCE OF POLICE UNION BENSENVILLE POLICE CHAPTER # 165 (PATROL)**

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 (PATROL) represents the Patrol Employees at the Village of Bensenville Police Department.

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 (PATROL), 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  
Nancy Quinn, Village Clerk

Ayes: Carmona, Franz, Lomax, Panicola

Nays: None

Absent Jaworska, Perez

**VILLAGE OF BENSENVILLE  
AND  
METROPOLITAN ALLIANCE OF POLICE  
BENSENVILLE POLICE CHAPTER #165**

**EFFECTIVE  
JANUARY 1, 2019 – DECEMBER 31, 2022**

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## **ARTICLE I. PREAMBLE AND RECOGNITION**

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

It is recognized that the interests of providing quality Police protection for the Village of Bensenville will best be served by establishing procedures to provide an orderly method for the Village Board and representatives of the patrolmen 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") therefore recognizes the Metropolitan Alliance of Police Bensenville Police Chapter #165 ("the Chapter") as the sole and exclusive bargaining representative for all sworn full-time peace officers in the rank of Patrolman, excluding all other employees, including, but not limited to, all sworn peace officers above the rank of Patrolman, any employee holding the position of 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 (as it existed on January 1, 1991), all civilian employees, all non-Police Department employees, and all other managerial, supervisory, confidential, professional, and short-term employees as defined by the Act (as it existed on January 1, 1991). The Chapter shall be the sole and exclusive bargaining agent for all full-time sworn peace officers as described herein, regardless of whether assigned to public safety duties, or designated as Police Officer (hereinafter "officer"). This Agreement is made by and between the Village and the Metropolitan Alliance of Police Bensenville Police Chapter #165 for and on behalf of all full-time sworn patrol officers employed by the Village and sets forth the parties' complete agreement on wages and other terms and conditions of employment upon execution of this Agreement through December 31, 2018.

### **Section 1.2 Fair Representation**

The Chapter recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Chapter. The Chapter further agrees to indemnify and hold harmless the Village from any and all liability, including monetary damages and attorneys' fees, resulting from any failure on the part of the Chapter to fulfill its duty of fair representation.

### **Section 1.3 Dues Deductions**

While this Agreement is in effect, upon receipt of proper written authorization from an Employee, the Employer shall deduct each month's Chapter dues in the amount certified by the Treasurer of Chapter from the pay of all officers covered by this Agreement who, in writing, authorize such deductions on a voluntary basis. Such money shall be submitted to the Metropolitan Alliance of Police within fifteen (15) days after the deductions have been made.

The Union will give the Village thirty (30) calendar days' prior notice of any change in the amount of uniform dues to be deducted. A Union member desiring to revoke the dues check off authorization shall do so in accordance with State law.

#### **Section 1.4 Chapter Indemnification**

The Chapter shall indemnify, defend, save and hold harmless the Village and its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all costs involved, including legal costs incurred by the Village that shall arise out of or by reason of action taken or not taken by the Village, as long as the Village does not initiate or prosecute the cause of action, in complying with the provisions of this Article. If an improper deduction is made, the Chapter shall refund directly to the employee(s) any such amount and report it to the Village within five (5) business days prior to the issuance of the employee's next payroll check.

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#### **HOURS OF WORK AND OVERTIME**

##### **Section 1.5 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 1.6 Normal Work Period and Work Cycle**

The current normal work day for all employees shall be eight (8) hours unless otherwise established by the Village in accordance with this Section. The normal work day will be extended or reduced by one (1) hour in the event of seasonal time changes.

The Village shall establish the work schedules for employees which may be changed from time to time by the Village subject to the operational needs of the Police Department. Normal shift schedules shall be based upon a twenty-eight (28) day departmental work cycle. Should it be necessary for the operational needs of the Police Department to alter the normal work day or the normal work cycle or to change the shift schedule of an employee or employees, the Village shall give at least twenty-four (24) hours' notice where practicable to the individuals directly affected by any such change.

##### **Section 1.7 Call-Back Pay**

An employee 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 officer's next regularly scheduled shift.

##### **Section 1.8 Overtime**

Each officer covered by this Agreement shall be paid at one and one-half (1 1/2) 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, the additional time worked must be authorized in advance by the Police Chief or his designee. 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.
- (f) All overtime shall be paid on the basis of a regular straight time hourly rate calculated by dividing the employee's annual salary by 2,080.

### **Section 1.9 Required Overtime**

The Chief of Police or his designee shall have the right to require overtime work and employees may not refuse overtime assignments. In non-emergency situations the Chief of Police or his designee, as a general rule, shall take reasonable steps to obtain volunteers for overtime assignments before assigning required overtime work. However, volunteers will not necessarily be selected for work in progress. Also, specific employees may be selected for special assignments based upon specific skills, ability and experience they may possess. The Chief or his designee will endeavor to equalize overtime opportunities among Patrolman who share the same general duties and work schedule each calendar year. If a Patrolman demonstrates that he has not been offered his fair share of overtime opportunities, he shall be given first preference for overtime in the future until this balance is corrected. Unless circumstances require otherwise, as a general rule, the Chief of Police, or his designee, shall take reasonable steps to fill overtime slots normally worked by patrolmen with patrolmen.

### **Section 1.10 Compensatory Time**

Sworn Personnel 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 6 months prior to retirement from the Village.

Compensatory time shall be taken at such times and in such time blocks 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 will require another employee to be called back at overtime rates or 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 1.11 Court Time**

Employees who would otherwise be off-duty shall be paid at the overtime rate of time and one-half (1½) 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 officer or when working with a prosecuting attorney to prepare for an off-duty court appearance; off-duty lunch periods shall not be counted toward hours worked. Employees 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 1.12 Court Standby Pay**

Sworn personnel, 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 officer goes to court, then Section 2.7 shall control his rate of pay and this section shall not be applicable.

#### **Section 1.13 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 II. SENIORITY**

#### **Section 2.1 Seniority Definition**

For purposes of this Agreement, seniority shall be defined as an employee's length of continuous full-time service with the Village, excluding temporary service, since his last date of hire, as set forth in APPENDIX C, attached, less any deductions due to layoff, leave of absence(s) without pay or other non-paid breaks in service. Time spent on military leaves of absence, and time lost due to duty related disability shall be included, up to one (1) year.

If more than one person is hired on the same day, seniority preference will be established by final eligibility test score as posted on the official eligibility list by the Fire and Police Commission.

#### **Section 2.2 Probationary Period - New Employees**

All new employees and those hired after loss of seniority shall be considered probationary until they have completed a probationary period of twenty-four (24) months of work. Time absent from duty that is not credited for seniority purposes shall not apply toward satisfaction of the probationary period. During an employee's probationary period, the employee may be suspended, laid off or terminated in accordance with procedures established by the Board of Fire and Police Commission, without cause at the sole discretion of the Village. Such probationary employee shall have no recourse to the grievance procedure or to the Board of Police Commissioners to contest such a suspension, layoff or termination.

### **Section 2.3 Application of Seniority**

Seniority shall be relied upon in selecting vacations, selecting floating holidays and selecting compensatory days off. The Employer, within its discretion, shall consider seniority as a factor in considering applicants for job vacancies and approval for educational reimbursement.

### **Section 2.4 Termination of Seniority**

Seniority and the employment relationship shall be terminated subject to the appropriate procedures of the Board of Fire and Police Commissioners, when an employee:

- (a) quits;
- (b) retires or is retired;
- (c) is discharged;
- (d) falsifies the reason for a leave of absence;
- (e) fails to report with or without prior notice for work for two (2) consecutive working days;
- (f) fails to report to work at the conclusion of an authorized leave of absence;
- (g) is laid off and fails to report for work within seven (7) calendar days after having been recalled;
- (h) is laid off or otherwise has not performed bargaining unit work for the Village for a period in excess of twenty-four (24) months, unless otherwise mutually agreed.

### **Section 2.5 Reinstatement of Seniority**

A Police Officer shall not accumulate seniority rights upon separation from the services due to dismissal, suspension time in excess of 15 continuous days, layoff or retirement. Full

seniority rights shall be reinstated under the following condition; A Police Officer retires due to disability and is later certified by the Police Pension Board to be capable of resuming his duties and is returned to work by the Police Chief.

### **Section 2.6 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.

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

During periods of time when the normal work schedule is comprised of twelve (12) hour work days, Officers 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.

## **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 (3) consecutive scheduled work 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 hours (8) 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 hour of sick leave properly utilized.

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

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 may approve an employee's absence for personal reasons unrelated to illness as sick leave to be applied against accrued sick leave days, but in no event more than two (2) such days (sixteen hours) in each calendar year.

### **Section 3.8    Sick Leave Buyback**

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.

### **Section 3.9 Sick Leave and Retirement**

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.

### **Section 3.10 Sick Leave Accrual and Carryover**

An employee may accumulate up to four hundred and eighty (480) hours of sick time, and carry said days over from year to 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 of an 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 (3) workdays to be taken as consecutive workdays as bereavement leave. Leave beyond (3) workdays may, upon approval of the Village Manager or his designee, be taken if charged to the employee's sick leave or vacation leave accrual amount, 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 Police Chief.

#### **Section 4.6 Family and Medical Leave Act**

The parties agree that Village will abide by the Family and Medical Leave Act of 1993. The Village reserves the right to require employees to use accrued leave as stated in the Act. Nothing in this Section shall limit the Village's ability to provide benefits in excess of what is required by the Act.

## **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:

Length of Continuous Service	Working Days Vacation Per Year
After completion of one (1) year	80 hours
After completion of five (5) years	120 hours
After completion of fifteen (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 canceled 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 and Holiday Pay**

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

All officers covered by this Agreement shall be paid eight (8) hours of that officer's regular straight time pay for each of the above listed holidays, whether they work said holidays or not. All officers assigned to the patrol division may choose to use up to four (4) of the above listed holidays as floating holidays as time off with the approval of the Chief instead of receiving the eight (8) hours of that officer's regular straight time pay for the holiday per year. The floating holidays must be used before the end of the year. In the event that an employee is paid for the floating holiday(s) before the actual holiday has occurred and the employee is terminated or goes on paid leave that is expected to extend to the end of the year, the Village will deduct the amount from the employee's final check.

With the approval of the Police Chief, employees may choose three (3) floating holidays (twenty-four hours) per year. New employees hired after July 1, and before October 1, shall receive one (1) floating holiday in the year of hire. 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    Compensations for Working Holidays**

All Officers covered by this Agreement who are assigned to work on one (1) of the above listed holidays (but not floating holidays) shall receive that officers' regular hourly straight rate of pay for the shift assigned in addition to the holiday pay. Officers receive an additional eight (8) hours of pay, whether or not they work on the designated holidays. Additionally, an Officer who actually works a full shift on a designated holiday (listed in 7.1 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 percent (85%) of the cost of premiums for full-time employees' individual health and hospitalization insurance. The Village will pay eighty-five percent (85%) of the cost of the premiums for full-time employee's dependent group health and hospitalization insurance. The aforementioned contribution is based upon the health option selected by the officer.

### **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 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 or otherwise provide for coverage as long as the level of benefits remains relatively equal. Before making any changes in deductibles, co-payments or any changes in benefits beyond the limitation set forth above, the Village must first negotiate with the Chapter.

### **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 employee's 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, so long as the basic level of insurance benefits remains substantially similar. 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 to 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 Chapter 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 Fire and Police Commission shall not be considered a grievance under this Agreement.

### **Section 8.2    Procedure**

If any peace officer 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: Immediate Supervisor**

The parties agree that attempts should be made to resolve problems informally if possible. If an officer has a grievance, it shall be submitted in writing to the officer's immediate supervisor within seven (7) calendar days after the first event giving rise to the grievance. The grievance shall be in writing and shall set forth the full facts on which it is based, the express term or terms of this Agreement allegedly violated, and the specific relief sought. The officer's immediate supervisor shall respond in writing within seven (7) calendar days of this discussion.

#### **Step 2: Appeal to Police Chief**

If the grievance is not settled in Step 1, the aggrieved officer may appeal the grievance to the Police Chief within seven (7) days from receipt of the Step 1 answer. The appeal shall be in writing and shall set forth the full facts on which it is based, the express term or terms of this Agreement allegedly violated, and the specific relief sought. The aggrieved officer, a Chapter representative, and the Police Chief, or the Police Chief's designee will discuss the grievance at a mutually agreeable time. If no agreement is reached in such discussion, the Police Chief will respond in writing within seven (7) days of the meeting.

#### **Step 3: Appeal to Village Manager**

If the grievance is not settled at Step 2, the Chapter may submit a written appeal to the Village Manager within seven (7) days after receipt of the Step 2 answer. A meeting between the Village Manager, or the Village Manager's designee, and a Chapter representative 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. Such response shall be final.

### **Section 8.3 Grievance Arbitration**

If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 2 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, by delivering a written notice of referral to the Chief within seven (7) calendar days of receipt of the Village's written answer as provided to the employee at Step 3 or within seven (7) calendar days of when the Step 3 answer is due:

- (a) The parties shall attempt to agree upon an arbitrator with 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. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Either party may request that the panel be composed entirely of members of the National Academy of Arbitrators, and/or that the arbitrator be from Illinois, Indiana or Wisconsin. Both the Village and the Union shall have the right to strike three (3) names from the panel, with the party requesting arbitration striking the first name. One party shall strike a name, the other party shall then strike a name, and this shall continue until one name remains. The person remaining shall be the arbitrator.
- (b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Village representatives.
- (c) The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union retain the right to employ legal counsel.
- (d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (e) More than one (1) grievance may be submitted to the same arbitrator only if both parties mutually agree to do so in writing.
- (f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

### **Section 8.4 Limitations on Authority of Arbitrator**

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact

as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at Step 1, except when the parties stipulate to a joint statement of the grievance. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section 9.4 shall be final and binding on the Village, the Union and the employees covered by this Agreement. In the event the arbitrator finds a violation of the Agreement, he shall determine an appropriate remedy. No decision or remedy of the arbitrator shall be retroactive beyond the period specified in Step 1 of this grievance procedure.

#### **Section 8.5 Time Limits**

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. Any person who wants such approval must make written application to the Chief of Police; 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 must respond in writing to an application within a reasonable time. Once granted, permission for such outside activity may be revoked by the Chief of Police where it appears to the Chief of Police 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 must state in writing to the employee his specific reasons for a denial or revocation of permission for outside employment. The employee and the Union agree to indemnify and hold harmless the Village against any claims against the Village or its officials that may arise as a result of the outside employment.

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

Notwithstanding anything to the contrary in this Agreement, officers 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 officers 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 Articles IV of this Agreement. Wages, insurance or other direct economic benefits shall continue to be governed by the terms of this Agreement.

### **Section 9.3    Fitness Examinations**

If there is reasonable question as to an employee's fitness for duty, the Police Chief 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 physical 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. The exam shall be conducted no later than 14 days from the date of notice.

#### **Section 9.4    Bulletin Board**

The Village will make available space on a bulletin board in the Police Department for the posting of official Union notices which are germane to its role as the exclusive bargaining representative and which are not political, defamatory or partisan in nature. The Union will limit the posting of Union notices to such bulletin board.

#### **Section 9.5    Solicitation Language**

While the Village acknowledges that bargaining unit employees may conduct solicitation of Bensenville merchants, residents or citizens, the Chapter agrees that no bargaining unit employee will solicit any person or entity for contributions on behalf of the Bensenville Police Department or the Village of Bensenville.

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

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

This Section 10.5 does not apply to the solicitation efforts of the Metropolitan Alliance of Police or any of its agents who are not bargaining unit employees.

#### **Section 9.6    Residency**

As a condition of employment, every officer must live in the State of Illinois.

The residency requirement is not required prior to employment, but within one (1) year after completion of probationary period.

#### **Section 9.7    Part-time Officers**

The use of part-time officers shall not result in layoff or reduction of normal hours for members of the bargaining unit.

### **Section 9.8    Posting**

Whenever a new full-time assignment for sworn officers is created or becomes open, the Chief of Police shall post the opening for officers to apply for a reasonable amount of time before the position is filled.

## ARTICLE X. WAGES

### **Section 10.1 Wages**

Base wages are set forth on the Wage Schedule attached to this Agreement on Appendix A. Any retroactive pay due to covered employees under this agreement shall be due on all hours for which the effected employees were compensated including, but not limited to, straight-time hours, overtime hours, holiday pay, and personal holidays. Such retroactive pay shall be paid within thirty (30) days of the execution of this agreement.

### **Section 10.2 Performance**

The Village reserves the right to freeze in place for unsatisfactory performance and not grant an automatic step increase. In April of each year, the Chief of Police shall review all officers' performance and discipline record and determine if any officer should be frozen within his step. In the event an officer is frozen within a step, his performance and discipline will be reviewed semiannually by the Chief of Police to determine if the freeze will remain in effect. Unsatisfactory performance would fall into one of the two following categories:

Repeated discipline violations which in the judgment of the Chief of Police cannot be corrected by suspension or re-instruction.

Substandard work performance which, in the judgment of the Chief of Police, cannot be corrected by suspension or re-instruction.

### **Section 10.3 Experience Credit**

If a patrolman is hired by the Board of Police Commission with experience as a sworn police officer, the Village, at its discretion, may give him credit for pay purposes of up to one (1) year for each one (1) year of full-time experience with a maximum of five (5) steps on the pay plan.

The Village, also may, at its discretion, give him service credit for vacation accrual purposes of up to one (1) year for each one (1) year of full-time service as a police officer for purposes of reaching the fifteen working day level of vacation accrual only. This service credit may not be utilized for vacation scheduling purposes, and may not be utilized for purposes of attaining higher levels of vacation accrual (which may be attained only with Village service credit).

### **Section 10.4 Seniority Credit**

If a patrolman is rehired by the department, he shall receive seniority credit for pay purposes only. This would include experience credit from another department.

### **Section 10.5 Acting Shift Commander**

Sworn personnel who perform the duties of Shift Commander for any 4 hour minimum period to get Acting Shift Commander are entitled to one and a half (1.5) hours of straight time pay in an addition to the affected officer's regular straight time hourly rate.

### **Section 10.6 Field Training Officer**

Sworn personnel who perform the duties of Field Training Officer are entitled to an additional two (2) hours of compensation at that officer's regular straight time hourly rate of pay for each day in which the affected officer serves in said capacity. Additional time above the regular twelve (12) hours spent in said day will not be compensable with overtime unless the time extends beyond one hour, in which case the overtime provisions begin with that second hour. Additional time above the regular twelve (12) hours will be compensable with overtime if the reason for the additional time is for the performance of non-field training officer functions.

Any officer required to act as a Field Training Officer for a part-time or full-time officer shall receive premium compensation as set forth in this Section, regardless of whether the affected officer is formally certified or designated as a Field Training Officer. In addition, the Village agrees to indemnify any officer acting in the capacity of a Field Training Officer to the extent required by law.

### **Section 10.7 Specialty Assignment/Detective Premium Payment**

Sworn personnel who are designated to perform duties as a detective will experience an increase in their Base Rate of Pay in an amount that is equal to a three percent (3%) beyond the Base Rate of Pay that the detectives would have received had they performed duties as a patrol officer pursuant to this Agreement. When an employee's Specialty Assignment as a detective ends (for any reason) his/her Base Rate of Pay will revert back to the rate applicable to sworn personnel who are not assigned to perform duties as a detective.

## **ARTICLE XI. UNIFORM ALLOWANCE**

### **Section 11.1 Uniform Allowance**

Any new employee hired by the Village shall be provided with an initial allocation of clothing and equipment pursuant to the list attached as Appendix B, as it may be changed from time to time. Effective 1/1/19, sworn personnel (including detectives) shall receive a uniform allowance of \$1,000 per fiscal year. 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:

- (a) 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

- (b) 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
- (c) The Police Chief or his designee specifies new or additional items of uniform clothing and personal equipment.

In order to accommodate the purchase and replacement of expensive uniform items, as approved by the department, the employee may accumulate unused amounts to which he or she is entitled from year to year.

### **Section 11.2 Body Armor**

The Village agrees to provide each covered employee with body armor (vest) upon being hired. The Village shall replace at least six (6) employee's vests each year for the life of the contract on a rotating basis as set forth in Appendix D, attached, per the manufacturer's specifications. The parties recognize that the Village may replace less than six vests if less than six are required to be replaced per manufacturer's specifications. The Village reserves the right to require officers to wear said armor at any time.

## **ARTICLE XII. EDUCATIONAL REIMBURSEMENT**

### **Section 12.1 Job Related Training and Education Program**

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).

## **ARTICLE XIII.** **DRUG TESTING**

### **Section 13.1 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 a 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 twenty-four (24) 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 in 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.

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) (or its successor) 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 the laboratory does not have a "clean room" for submitting samples, or where there is reasonable suspicion to believe that the employee may tamper with the testing procedure. In the case of urine or blood testing, if the first test results in a positive finding, a GC/MS (gas chromatography mass spectrometry) confirmatory test, or an equivalent or more scientifically accurate confirmatory test shall be conducted.

In the case of a drug test, prior to being submitted to the Village, positive drug test results will first be submitted by the laboratory to a designated Medical Review Officer (MRO) for verification. The MRO shall offer employees with positive test results a reasonable opportunity to establish that their results were caused by the use of lawful substances, of the lawful use of controlled substances, or otherwise are in error. If the MRO determines that a positive lab result is consistent with legal drug use or the result was otherwise in error, the MRO will report the result

as negative. The MRO shall not disclose medical information provided by the employee during test verification process, except that the MRO may disclose such information to the Village or appropriate federal agencies or designees if required to by law or in the MRO's reasonable medical judgment, the continued performance by the employee of his or her job could pose a significant safety risk. After verification by the MRO, all confirmatory drug test results will be submitted to the Village.

An initial positive screening test shall not be submitted to the Village; only GC/MS confirmatory drug test results verified by the MRO and confirmatory alcohol 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 or 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) (or its successor) 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	50 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

\*\*Benzoyllecgonine

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.

### **Section 13.2 Breath Alcohol Test to be Conducted**

Should the Village test for the presence of alcohol through the use of a breathalyzer instead of a blood or urine sample, the testing will be conducted in a private setting by trained breath alcohol technicians ("BAT") who are not Village employees, using DOT-approved evidential breath testing devices ("EBT") that display and print test results. A breathalyzer test result showing an alcohol concentration of .020 or more shall be considered positive, and results showing an alcohol concentration of .0199 or less shall be considered negative.

### **Section 13.3 Violation of Drug/Alcohol Policy**

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, sale, purchase, delivery 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 or 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 interests of the employee or the Village and instead the employee may be placed on rehabilitation in these situations.

All matters concerning discipline and discharge are governed by the rules of the Board of Police Commissioners.

### **Section 13.4 Requests for Assistance**

Voluntary requests for assistance with drug and/or alcohol problems (i.e., where no test has previously been given or ordered pursuant to the foregoing provisions) shall be held strictly confidential. An employee voluntarily seeking assistance 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.

This section shall not in any way limit the Village's right to discipline an employee for conduct that is otherwise subject to discipline even though it may have been aggravated by drug or alcohol use.

### **Section 13.5 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 XIV. NO STRIKE - NO LOCKOUT**

#### **Section 14.1 No Strike**

Neither the Chapter nor any officers, agents or employees will authorize, instigate, promote, sponsor, aid, engage in, or condone any strike, sympathy strike, secondary boycott, residential picketing, slowdown, sit-down, stoppage of work, concerted refusal to perform overtime, mass resignations, mass absenteeism 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 14.2 No Lockout**

The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Chapter so long as there is no violation of Section 12.1 (No Strike).

#### **Section 14.3 Chapter Official Responsibility**

Each employee who holds the position of officer or steward or Chapterman of the Chapter occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of Section 16.1 of this Article, the Chapter agrees to inform its members of their obligations under this Agreement, to direct them to return to work and to cooperate with the Village in urging employees to return to work.

#### **Section 14.4 Judicial Restraint**

Nothing contained herein shall preclude the Village from obtaining a temporary restraining order, damages and other judicial relief in the event the Chapter or any employees covered by this Agreement violate this Article.

### **ARTICLE XV. MANAGEMENT RIGHTS**

Except as specifically limited by the express provisions of this Agreement, the Village retains traditional rights to manage and direct 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 XVI. 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 Chapter 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 XVII. 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 Chapter, 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 whether or not referred to or covered in this Agreement, or with respect to the effects upon employees of the Village's exercise of its rights under the Agreement, even though such subjects or matters or effects may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. It is agreed that the Village may unilaterally exercise any management rights consistent with Article XIV even though the exercise of such rights may involve subjects or matter not referred to or covered in this Agreement.

## ARTICLE XVIII. 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 31st 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.

4/16 IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this day of, 2019.

Executed this day of 4/16, 2019, after receiving official approval by the Village President and Board of Trustees and ratification by the Chapter's membership.

METROPOLITAN ALLIANCE OF VILLAGE OF BENSENVILLE, ILLINOIS: POLICE,  
BENSENVILLE CHAPTER #165:

K. L. S. D. J.  
Mark J. Don J.  
W. J.

Kay Suyerson

APPENDIX A <u>Wages</u>			
3%	2%	2%	3%
Effective	Effective	Effective	Effective

Steps	<u>Current</u>	<u>1/1/2019</u>	<u>1/1/2020</u>	<u>1/1/2021</u>	<u>1/1/2022</u>
1	67,987.40	70,027.02	71,427.56	72,856.11	75,041.80
2	70,565.03	72,681.98	74,135.62	75,618.34	77,886.89
3	74,413.07	76,645.46	\$78,178.37	\$79,741.94	82,134.20
4	77,343.79	79,664.10	\$81,257.39	\$82,882.53	85,369.01
5	81,270.02	83,708.12	\$85,382.28	\$87,089.93	89,702.63
6	87,714.69	90,346.13	\$92,153.05	\$93,996.11	96,815.99
7	95,271.08	98,129.21	100,091.79	102,093.63	105,156.44

Each Officer covered by this Agreement assigned to perform the duties of Acting Shift Commander and Field Training Officer shall receive compensation as set forth in Sections 11.5 and 11.6, respectively. Each Officer covered by this Agreement who is designated to perform a Specialty Assignment as a detective will receive the 3% increase in his/her Base Rate of Pay pursuant to Section 11.7.

## **APPENDIX B UNIFORM LIST**

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 portable radio battery
- 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
- 1 pair high water rubber pull-over boots

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\*

Navy blue turtlenecks

Knife (folding type)

Handcuffs\*

Uniform sweater

Bullet proof vest covers Black

gloves

Flashlight

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

## **APPENDIX C**

### **BENSENVILLE POLICE DEPARTMENT METROPOLITAN ALLIANCE OF POLICE CHAPTER #165**

#### **Seniority List:**

1. Eickelmann, Dean	05-02-2000		
2. Heppert, Christopher	09-20-2000		
3. Linkowski, Michael	03-22-2001		
4. Larson, Michael	06-14-2002		
5. Stephens, Dexter	06-14-2002	6. Laporte, Richard	09-04-2002
	08-15-2005	7. Navarro, Jose	09-07-2006
9. Gilligan, Thomas	03-24-2008		
10. Herrera, Saul	06-16-2008		
11. Reynolds, Brandon	10-06-2008		
12. Melone, Joseph	02-03-2009		
13. Kotlewski, Steven	12-30-2009		
14. Labuz, Walter	09-10-2012		
15. Cha, Aaron	11-27-2012		
16. Staffeldt, Christopher	08-12-2013		
17. Caliendo, Jennifer	09-09-2013		
18. Mirandola, Carmen	09-30-2013		
19. Valois, Alison	11-11-2013		
20. Jones, Christopher	09-22-2014		
21. Casillas, Christian	12-26-2014		
22. Scanlan, Patrick	03-18-2016		
23. Palasiewicz, Michael	12-19-2016	24. Mathew, Libu	09-05-2017
25. Davies, Anderson			08-06-2018

**APPENDIX D**  
**VEST REPLACEMENT SCHEDULE**

**UPDATE AS APPLICABLE**

Employee	Approximate Date Issued	Approximate Date
Banks, Kevin	5/1/2011	5/1/2016
Caliendo, Jennifer		4/1/2018**
Casillas, Kristian	3/1/2015	3/1/2020
Cha, Aaron	9/1/2012	9/1/2017
Davies, Anderson	8/6/2018	8/6/2023
Eickelmann, Dean	5/1/2015	5/1/2020
Gilligan, Thomas	2/1/2014	2/1/2019

Heppert, Christopher	11/1/2009	1/1/2016*
Herrera, Saul	4/1/2015	4/1/2020
Jones, Christopher	12/1/2014	12/1/2019
Kotlewski, Steven	6/1/2015	6/1/2020
La Porte, Richard	5/1/2011	5/1/2016
Labuz, Walter	12/1/2012	12/1/2017
Larson, Michael		1/1/2016*
Linkowski, Michael		1/1/2016*
Mathew, Libu	9/5/2017	9/5/2022
Melone, Joseph	9/1/2014	9/1/2019
Mirandola, Carmen		9/1/2017**
Navarro, Jose	10/1/2012	10/1/2017
Palasiewicz, Michal	12/16/2016	12/19/2021
Reynolds, Brandon	4/1/2014	4/1/2019
Scanlan, Patrick	3/18/2016	3/18/2021
Staffeldt, Christopher	10/1/2013	10/1/2018
Stephens, Dexter		1/1/2016*
Valois, Alison	2/1/2014	2/1/2019

\* Replacement Date Expired \*\* Had  
Vest When Hired

Specifically 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 Village agrees to meet and negotiate over the impact of said increase.

Kris

Mark Yann

Metropolitan Alliance of Police  
Bensenville Police Chapter #165

D. J. S.  
D. J. S.

Village of Bensenville

Hay D. Seges

**RESOLUTION NO. R-29-2020**

**RESOLUTION AUTHORIZING A SIDE LETTER OF AGREEMENT TO THE CONTRACT  
WITH THE METROPOLITAN ALLIANCE UNION (PATROL) EFFECTIVE FROM  
JANUARY 1 2019 THROUGH DECEMBER 31, 2022**

**WHEREAS**, the VILLAGE OF BENSENVILLE (hereinafter the "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 VILLAGE is empowered to make all agreements, contracts, and engagements, and to undertake other acts as necessary, in the exercise of its statutory powers; and

**WHEREAS**, the Metropolitan Alliance Union (Patrol) represents the Patrol employees at the Village of Bensenville; and

**WHEREAS**, the Village authorized a three-year agreement with the Patrol union by Resolution No. R-55-2019 on April 16, 2019; and

**WHEREAS**, the Village and the Patrol union have agreed upon a correction to the Section 6.1 Holiday and Holiday Pay to amend language to comply with Section 4402.35 of the Administrative Code for pensionable salaries; and

**WHEREAS**, the President and Board of the Village Trustees have determined it reasonable and necessary for the Village to approve the Side Letter of Agreement attached as Appendix-A.

**NOW, THEREFORE BE IT RESOLVED** by the President and the Board of Trustees of the Village of Bensenville, Counties of DuPage and Cook, Illinois. As follows:

**SECTION ONE:** That the recitals set forth above are incorporated herein and made a part hereof.

**SECTION TWO:** That the Village Board hereby authorizes the Village Manager to enter into the Side Letter of Agreement with the Metropolitan Alliance Union (Patrol).

**SECTION THREE:** That this Resolution shall take effect immediately upon its passage and approval as provided by law.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville, Illinois this 10<sup>th</sup> day of March 2020.

APPROVED:



Frank DeSimone, Village President

ATTEST:



Nancy Quinn, Village Clerk

AYES: Franz, Frey, Lomax, Panicola, Perez

NAYS: None

ABSENT: Carmona

Appendix – A  
Side Letter of Agreement

This side letter of agreement is entered into by the Metropolitan Alliance of Police #165 and The Village of Bensenville. The purpose of this agreement is to clarify understandings that were made during negotiations for a successor agreement. The term of such agreement shall be from January 1, 2019 through December 31, 2022.

Specifically the Village and the Union agree to modify Article VI. Holidays, Section 6.1 Holidays and Holiday Pay to the following;

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

All officers covered by this agreement shall be paid eight (8) hours of that officer's regular straight time pay for each of the above listed holidays, whether they work said holidays or not.

With the approval of the Police Chief, employees may choose three (3) floating holidays (twenty-four hours) per year. New employees hired after July 1, and before October 1, shall receive one (1) floating holiday in the year of hire. The three (3) floating holidays shall accrue at the start of the calendar year.



MAP #165 Representative



3-70-2010  
Village of Bensenville