

VILLAGE OF BENSENVILLE

AND

TEAMSTERS LOCAL NO. 714 LAW ENFORCEMENT DIVISION  
(SERGEANTS' UNIT)

EFFECTIVE

MAY 1, 2009 TO APRIL 30, 2012

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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 Teamsters Local No. 714 Law Enforcement Division (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 officers 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 (as it existed on November 10, 2000), 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 November 10, 2000). 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 April 30, 2012.

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

With respect to any police officer from whom the Employer receives individual written authorization, signed by the officer, in a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the officer the dues and initiation fee required as a condition of membership in the Union, or a representation fee, 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 1.3 Fair Share**

Officers under job classifications listed in Article 1, Section 1, are not required to join the Union as a condition of employment but each such employee shall, during the term of this Agreement, pay a service fee in an amount not to exceed eighty-five percent (85%) of the Union dues for one (1) Union employee per month for the purpose of administering the provisions of this

Agreement. The Union shall certify such amount and otherwise comply with 5 ILCS 315/1, *et seq.*, in regard to this.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the affected non-member and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Board and the payment shall be made to said organization.

#### **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 officer.

### **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 officer or when preparing for an off-duty court appearance when in the presence of a prosecuting attorney; off-duty lunch periods shall not be counted toward hours worked. Employees will be paid overtime rates for a minimum of two (2) 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.**

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 2.4 Court Standby Pay.**

Sworn personnel, required by notice or order of the Police Department, shall receive 1.5 hours pay, if off-duty, for court standby. If the officer 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.**

Sworn personnel may accrue comp time up to forty (40) 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 forty (40) hours at any one time. If the employee's accrued comp time would cause the bank to exceed forty (40) hours, the overtime would be paid in cash.

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 unreasonable 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. 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 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 one hour before the start of the employee's work shift. 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) 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 one (1) day 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 eight (8) hours at their regular, straight-time hourly rate of pay for each single day of sick leave properly utilized.

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

Sick leave shall be used in no less an increment than one-half (1/2) day.

An employee cannot accumulate more than sixty (60) sick leave days. An employee who has accumulated more than thirty-six (36) sick leave days may be paid, upon written request, for any sick leave days in excess of thirty-six (36), 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 thirty-six (36) days of accumulated sick leave, and one-half pay for any additional accumulated sick leave days, up to a maximum of sixty (60) sick leave days.

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 days, but in no event more than two (2) such days 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 Police Chief or designee.

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

In the event an employee is unable to work by reason of pregnancy, and after the employee has exhausted all accrued vacation, floating holidays, comp time and half of sick time, the Village can grant an unpaid leave terminating three (3) months following the termination of the pregnancy.

## 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:

<u>Length of Continuous Service</u>	<u>Working days</u>	<u>Vacation Per Year</u>
After completion of one (1) year		10 working days
After completion of five (5) years		15 working days
After completion of fifteen (15) years		20 working days
After completion of twenty-five (25) years		25 working days

The term "working days" as used in this vacation schedule shall mean a full-time employee's regular working day, not to exceed eight (8) 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.

## **Section 5.6 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 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 preference will be established by final eligibility test score as posted on the official eligibility list by the Fire and Police Commission.

# **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 (1/2 day)
- Christmas Day
- New Year's Eve (1/2 day)

Additionally, with the approval of the Police Chief or designee, employees may choose two (2) floating holidays per year. The two (2) 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 assigned administrative functions and Detective Sergeants, receive the holiday off in lieu of holiday pay. Patrol Division Sergeants receive an additional eight (8) hours pay, whether or not they work.

## **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) 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. The deductible for the Village's indemnity plan shall be \$300 for single coverage and \$600 for family coverage.

#### **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, preadmission 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 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 Committee.

## **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 Fire and Police Commission shall not be considered a grievance under this Agreement.

### **Section 8.2 Procedure,**

If the Union or an 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: Written to Police Chief or designee.

If the Union or an officer 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 Officer 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 Public Safety Director.

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

Step 3: Appeal to Village Manager.

If the grievance is not settled at Step 2, the Union or the Officer 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 Officer 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 4: If the grievance is not settled in Step 3 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, 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 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.**

When a full-time employee is enrolled in an accredited university, college or adult education program and the course and/or degree program being undertaken is related to his duties with the Village, the following tuition reimbursement plan shall apply when prior written approval for such reimbursement has been received from the Police Chief or designee and the Village Manager. Such approval may be refused at the Manager's discretion.

The Village, upon receiving a payment receipt consistent with the requirements of this Section, shall reimburse the employee at the rate of one hundred percent (100%) with a grade of "C" or above, or pass in pass-fail courses. There shall be no reimbursement for grades below "C."

Fees, mileage, lodging and other incidental expenses will not be reimbursed; only tuition and books are subject to reimbursement. The Village will not provide reimbursement if other sources (such as scholarships, grants, etc.) have or will provide for reimbursement. The Village will base its reimbursement on the current tuition costs for an equivalent course offered at an area public university or college designated by the Village. Any employee who receives tuition reimbursement from the Village must remain employed by the Village for a period of one (1) year after the date

of reimbursement or will be required to pay the Village for the tuition reimbursement; such payments may be deducted from final paychecks or other monies owed to the employee by the Village.

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

Sergeants shall receive a uniform allowance of \$500.00 based on a quartermaster system. 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.

In order to accommodate the purchase and replacement of expensive uniform items, as approved by the department, the employee may accumulate unused amounts (up to 1/2 of the annual uniform allowance) to which he or she is entitled from year to year.

Non-uniformed sworn personnel shall receive a clothing allowance of \$700.00 per fiscal year payable in two equal installments in May and November.

The Village shall pay for all uniform items and equipment required or issued in connection with Firefighter and EMT training and duties.

#### **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.

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:

	<u>Initial Test Level</u>
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.

	<u>Confirmatory Test Level</u>
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 .05%) shall be cause for discipline, including termination. (NOTE: The foregoing standard shall not preclude the Village from attempting to show that test results below .05% (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.

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 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. All matters concerning discipline and discharge are governed by the rules of the Board of Fire and 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 14 days from the date of notice.

## **Section 9.8 Disability Pension**

Should any member of the bargaining unit be disabled as a result of the performance of his/her duties as a Public Safety Officer, he/she shall be entitled to police pension benefits pursuant to Illinois statute.

# **ARTICLE X**

## **WAGES**

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

Base wages are set forth on Wage Schedule attached to this Agreement on Appendix A. Effective May 1, 2010, the Village and Union will reopen negotiations on wages only to determine what, if any, wage increase would be effective for 2010 and 2011.

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

Officers 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, officers shall advance one step (from Step 1 to 2, 2 to 3 and 3 to 4) on May 1 provided the sergeant has been at their current step for at least six (6) full months prior to May 1.

The Village reserves the right to freeze an officer'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 officer'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 officer'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 officers, 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**

### **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 and Fire 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 and Fire Commission.

## **ARTICLE XIII**

### **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 XIV**

### **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 XV**

### **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 30th day of April, 2012. 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 not 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 \_\_\_\_\_ 2009.

TEAMSTERS LOCAL #714,

For the VILLAGE OF BEN ENVILLE

LAW ENFORCEMENT DIVISION:

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William Logan  
Business Representative

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**APPENDIX A**  
**WAGE SCHEDULE**

Note: The schedule below reflects a 3% basic increase 5/1/09.

Step	Level			May 1, 2009
1	Sergeant			\$78,320
2	Sergeant			\$81,114
3	Sergeant			\$84,331
4	Sergeant			\$87,553

**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

