

AGREEMENT

Between

VILLAGE OF WILMETTE, ILLINOIS

and

Illinois Council of Police,

January 1, 2019 - December 31, 2021

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AGREEMENT

This Agreement is made and entered into by and between the Village of Wilmette (hereinafter referred to as the "Village") and the Illinois Council of Police (hereinafter referred to as the "Union").

It is the intent and purpose of this Agreement to set forth the parties' entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the Village; to encourage and improve efficiency and productivity; to maintain the highest standards of personal integrity and conduct at all times; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - RECOGNITION AND REPRESENTATION

Section 1.1 Recognition.

The Village recognizes the Union as the sole and exclusive bargaining representative for all sworn full-time peace officers (hereinafter referred to as "officers" or "employees"), but excluding all sworn peace officers in the rank of sergeant and above, any employees excluded from the definition of "peace officer" as defined in Section 3(k) of the Illinois Public Labor Relations Act, and all other managerial, supervisory, confidential and professional employees as defined by the Act, as amended.

Section 1.2 Union's Duty of Fair Representation.

The Union agrees to fulfill its duty to fairly represent all employees in the bargaining unit. The Union further agrees to indemnify and hold harmless the Village from any and all liability, including monetary damages, which result from any failure on the part of the Union to fulfill its duty of fair representation.

Section 1.3 Union Steward.

The Village recognizes the right of bargaining unit members to select one Chief Union Steward. The Union shall provide the Police Chief with the name of the Chief Union Steward. The Chief Union Steward shall not be permitted to conduct Union business during working hours without the specific advance approval of the Police Chief or the Police Chief's designee.

ARTICLE II - NON-DISCRIMINATION

In accordance with applicable law, neither the Village nor the Union shall discriminate against any employee covered by this Agreement because of race, sex, age, religion, creed, color or national origin in violation of state or federal law. Any dispute concerning the interpretation and application of this paragraph shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

ARTICLE III - UNION RIGHTS

Section 3.1 Dues Checkoff.

During the term of this Agreement the Village will deduct from each employee's semi-monthly paycheck one-half (1/2) of the monthly uniform, regular Union dues, Legal Defense Fund Contributions and initiation fee for each employee in the bargaining unit who has filed with the Village a lawfully written authorization form as shown on the attached Appendix B. The Union shall notify the Village of those new members electing the optional Legal Defense Fund deduction upon receipt of application.

The actual dues amount deducted, as determined by the Union, shall be uniform for each employee in order to ease the Village's burden in administering this provision. The Union may change the fixed uniform dollar amount once each year during the life of this Agreement by giving the Village at least thirty (30) days' notice of any change in the amount of the uniform dues to be deducted. The Village will forward the dues deducted to the person designated by the Union.

If an employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision.

Section 3.2 Fair Share.

Employees under job classifications in Article I Section 1, are not required to join the Union as a condition of employment, but such employees shall, during the term of this Agreement, pay a service fee in an amount not to exceed eighty-five (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 Chapter 6, Section 315/6 of the Illinois Compiled Statutes (5 ILCS 315/6) 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 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-members from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

Section 3.3 Indemnification.

The Union shall indemnify, defend and hold harmless the Village, its officials, representatives administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise), including costs and attorney fees, that arise out of or by reason of any action taken or not taken by the Village for the purpose of complying with the foregoing provisions of this Article.

Section 3.4 Union Use of the Bulletin Board.

The Village will make available in each locker room a bulletin board for the posting of official Union notices of a non-political, non-controversial nature including, but not limited to, notices of meetings, minutes of meetings, Union newsletters, notice of Union elections and the results thereof, notice of Union social and recreational activities and the seniority roster. No material shall be posted on the bulletin board without being first submitted to and approved by the Police Chief or the Police Chief's designee, who shall approve or disapprove the material in a timely fashion. All material thereafter posted shall bear the initials of the Police Chief, the Police Chief's designee, or some other indication that it is approved for posting. The bulletin board will be kept in a neat and orderly fashion.

Section 3.5 Access to Premises.

Duly authorized Union business representatives will be permitted reasonable access to the premises of the Village for the purpose of representing employees pursuant to the provisions of this Agreement. These business representatives will be identified to the Police Chief or the Police Chief's designee and on each occasion will first secure the approval of the Police Chief or the Police Chief's designee to enter and conduct their business as not to interfere with Village operations. If such approval is granted, the Police Chief or the Police Chief's designee shall designate the area where such business is to be conducted and the periods of time provided for such purpose. Meetings between Union representatives and employees shall not occur during the employee's hours of work unless mutually agreed to by the Union and the Village. The Union will not abuse the privileges granted by this Section, and access to Village premises shall be at all times be subject to general department rules applicable to non-employees.

ARTICLE IV - MANAGEMENT RIGHTS

Section 4.1 Management of the Village and Police Department.

The Village retains its authority, as consistent with applicable laws, to manage the Village and Police Department in all respects including, but not limited to, the authority to hire, promote, demote, transfer, schedule, assign, discipline for just cause, discharge, layoff for economic reasons, recall, direct and supervise Police Officers; to plan, direct, control and determine the operations and services to be conducted within or by the Police Department, by employees of the Village or by others, including the authority to determine work schedules, hours and days of work, duty assignments, and overtime; to determine the number of Police Officers to be employed; to promulgate, revise and enforce lawful and reasonable rules and regulations; to enforce discipline among Police Officers; to adopt new methods, equipment and facilities; to determine the mission of the Police Department and otherwise carry out its statutory responsibility to provide police services to the full extent of its authority; and to determine the budget for Village operations and the operations of the Police Department. The Village will not exercise its authority in a manner which contravenes the lawful express provisions of this Agreement.

ARTICLE V - LABOR-MANAGEMENT MEETINGS

At the request of either party, made no more frequently than once per calendar quarter, unless otherwise mutually agreed, the Union Steward and the Police Chief or their designees shall meet at mutually agreed upon times to discuss matters of mutual concern that do not involve negotiations. The Union Steward may invite other bargaining unit members (not to exceed two) to attend such meetings. The Police Chief may invite other Village representatives (not to exceed two) to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least seven (7) days prior to the date of the meeting. Employees scheduled to work will notify the Police Chief prior to their attendance at a meeting and if such attendance is approved, the employee will be

permitted to attend the meeting during the employee's regular hours of work with no loss of pay. Nothing containing in this Article shall be deemed to entitle an employee attending said meeting outside the employee's regular hours of work to any form of compensation for time spent at the meeting.

A Labor-Management meeting shall not be used for the purpose of discussing any matter that is being processed pursuant to the grievance procedure set forth in this Agreement or for the purpose of seeking to negotiate changes or additions to this Agreement.

ARTICLE VI - GRIEVANCE PROCEDURE

Section 6.1 Introduction.

It is the intent of the parties to this Agreement to use their individual and collective best efforts to promote and encourage the informal and prompt adjustment of any complaint which may arise between the Union or any member covered under this Agreement and the Village. Therefore, the parties agree that they shall use the procedures set forth in this Article for the resolution, strictly pursuant to the terms of this Agreement, of all grievances as defined herein.

Section 6.2 Definition.

A "grievance" is defined as a dispute or difference of opinion raised by an employee or the Union, against the Village involving the meaning, interpretation, or application of this Agreement. No dispute or difference of opinion concerning a matter or issue subject to the jurisdiction of the Wilmette Board of Fire and Police Commissioners shall be considered a grievance, except for disciplinary grievances as defined in Article XIV (Discipline).

Section 6.3 Procedure.

The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

- STEP 1** Any Employee who has a grievance shall submit the grievance in writing to the employee's immediate on-duty supervisor of the rank of sergeant or higher, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, to provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. Preparation of these written materials shall not be done during the employee's hours of work. All grievances must be presented no later than seven (7) calendar days from the date of the first occurrence of the matter giving rise to the grievance or within seven (7) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The immediate supervisor shall render a written response to the grievant within seven (7) business days after the grievance is presented.
- STEP 2** If the grievance is not settled at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Deputy Police Chief or the Police Chief's designee within seven (7) calendar days after receipt of the Village's answer at Step 1. The grievance shall specifically state the basis upon which the grievant believes that grievance was improperly denied at the previous step in the grievance procedure. Preparation of these written materials shall not be done during the employee's hours of work. The Deputy Police Chief, or the Police Chief's designee, shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within seven (7) calendar days with the grievant and an authorized representative of the Union at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Deputy Police Chief, or the Police Chief's designee, shall provide a written answer to the grievant and the Union within seven (7) calendar days following their meeting.
- STEP 3** If the grievance is not settled at Step 2 and the employee wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted in writing to the Police Chief within seven (7) calendar days after receipt of the Village's answer at Step 2. The grievance shall specifically state the basis upon which the grievant believes that grievance was improperly denied at the previous step in the grievance procedure. Preparation of these written materials shall not be done during the employee's hours of work. The Police Chief, or the Police Chief's designee, shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within seven (7) calendar days with the grievant and an authorized representative of the Union at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Police Chief, or the Police Chief's designee, shall provide a written answer to the grievant and the Union within seven (7) calendar days following their meeting.
- STEP 4** If the grievance is not settled at Step 3 and the Union desires to appeal, it shall be referred by the Union in writing to the Village Manager within seven (7) calendar days after receipt of the Village's answer at Step 3. Thereafter, the Village Manager or the Village Manager's designee and the Police Chief or other appropriate individual(s) as desired by the Village Manager (not to exceed three) shall meet with the grievant and a Union representative and other appropriate individuals as desired by the Union representative (not to exceed three) within twenty-one (21) calendar days of receipt of the Union's appeal. If no agreement is reached, the Village Manager or the Village Manager's designee shall submit a written answer to the grievant and Union within fourteen (14) calendar days following the meeting.

Section 6.4 Arbitration.

If the grievance is not settled in Step 4 and the Union wishes to appeal the grievance from Step 4 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within fifteen (15) business days of receipt of the Village's written answer as provided to the Union at Step 4:

- a. In the absence of agreement on a neutral arbitrator, the parties shall file a joint request with the Federal Mediation & Conciliation Service ("FMCS") for a panel of five (5) arbitrators from which the parties shall select a neutral arbitrator. The parties agree to request the FMCS to limit the panel to persons who have been members of the National Academy of Arbitrators for at least five (5) years prior to the date of the request, and to those either residing within a 250 mile radius of the Village or, if residing more distant from the Village, will not charge the parties for the cost of travel and accommodations to hear the grievance at the Village. Both the Village and the Union shall each have the right to reject one panel in its entirety within ten (10) business days of its receipt and request that a new panel be submitted. The Village and the Union shall each be able to strike two (2) names from the panel, alternately striking one name at a time with the Union proceeding first in the first case arbitrated during the term of this Agreement, and the parties thereafter alternating who shall strike first in each succeeding case brought during the term of this Agreement. The remaining person 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 grievance may be submitted to the same arbitrator where both parties mutually agree in writing.
- f. The fees and expenses of the arbitrator and the cost of a written transcript 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, and for purchasing its own copy of the transcript.

Section 6.5 Limitations on Authority of Arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add 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. The arbitrator shall have no authority to make any decision award which is contrary to or inconsistent with, in any way, applicable laws. Any decision or award of the arbitrator rendered within the limitations of this Section 6.5 shall be final and binding upon the Village, the Union and the employees covered by this Agreement.

Section 6.6 **Time Limit for Filing.**

No grievance shall be entertained or processed unless it is submitted at Step 1 within seven (7) calendar days after the first occurrence of the event giving rise to the grievance or within seven (7) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.

If a grievance is not presented by the employee within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 6.7 **Miscellaneous.**

No member of the bargaining unit who is serving as an Officer-In-Charge or in any acting capacity shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, 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.

ARTICLE VII - NO STRIKE-NO LOCKOUT

Section 7.1 **No Strike.**

Neither the Union nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, stoppage of work, refusal to perform overtime, mass absenteeism, refusal to cross a picket line or any other intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing.

Section 7.2 **Discharge of Violators.**

The Village shall have the right to file charges with the Wilmette Board of Fire and Police Commissioners seeking the discharge of any or all employees who violate any provision of this Article.

Section 7.3 **Remedies for Violation.**

In the event that the Union should violate the terms of Section 7.1 of this Article or should fail to take action required under Sections 7.4 and 7.5 of this Article, the Village shall retain and be entitled to enforce any and all remedies it has against and seek any relief to which it may be entitled from any employee and the Union, as may be permitted by any applicable law.

Section 7.4 **Responsibility of Union.**

Should any activity proscribed in Section 1 of this Article occur, which the Union has or has not sanctioned, the Union shall immediately:

- a. Publicly disavow such action by the employees or other persons involved;
- b. Advise the village in writing that such action is not sanctioned by the Union;
- c. Notify the employees, including written notification, stating that it disapproves of such action and instruction all employees to cease such action and return to work immediately; and
- d. Take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the Village to accomplish this end.

Section 7.5 Responsibility of Union Stewards.

All employees covered by this Agreement who hold a position of steward, or other position of authority and trust in the Union, occupy a position of special trust and responsibility in maintaining and bringing about compliance with this Agreement, including the responsibility to remain at work during any activity prescribed in Section 7.1 of this Article and to encourage any such employees to return to work.

Section 7.6 No Lock Out.

The Village will not lock out any employees during the term of this Agreement or any extension thereof.

ARTICLE VIII - SENIORITY, LAYOFF, AND RECALL

Section 8.1 Definition of Seniority.

Seniority shall be based on the length of time from the last date of beginning full-time employment as a sworn peace officer in the Police Department of the Village. Conflicts of seniority shall be determined on the basis of the order of the officers on the Wilmette Board of Fire and Police Commissioners' hiring list, with the officer higher on the list being more senior.

Section 8.2 Probationary Period.

All new employees and those hired after loss of seniority shall be considered probationary employees until they complete a probationary period of twenty-four (24) months of work. During an employee's probationary period the employee may be laid off or terminated at the sole discretion of the Village. No grievance shall be presented or entertained in connection with the layoff or termination of a probationary employee.

There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his last date of hire with the Village in a position covered by this Agreement.

Section 8.3 Seniority List.

On or before January 1 each year, the Village will post a seniority list setting forth each employee's seniority date. In addition, the Village shall send a copy of the list to the Union. Unless the Village is advised in writing of any alleged error in the list within thirty (30) calendar days after the list is posted, the list shall be deemed binding on both the Union and all employees.

Section 8.4 Layoffs.

The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, the employees covered by this agreement will be laid off in accordance with their length of service as provided in Section 10-2.1-18 of the Illinois Municipal Code, 65 ILCS 5/10-2.1-18.

Section 8.5 Recall.

Non-probationary employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training.

Employees who are eligible for recall shall be given two (2) calendar weeks notice of recall, which shall be sent to the employee by certified mail with return receipt requested, with a copy to the Union, provided that the employee must notify the Police Chief or the Police Chief's designee of the employee's intention to return to work within five (5) days after notice of recall is sent or three (3) days after it is received, whichever is shorter.

The Village shall be deemed to have given notice on the date which it mailed the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Police Chief or the Police Chief's designee with the employee's latest mailing address. If an employee fails to timely respond to a recall notice, the employee's name shall be removed from the recall list.

Section 8.6 Effects of Layoff.

During the period of time that non-probationary employees have recall rights as specified above, the following provisions shall be applicable to any non-probationary employees who are laid off by the Village:

- a. An employee shall be paid for any earned but unused vacation days and compensatory time accrued to the effective date of layoff.
- b. An employee shall have the right to maintain insurance coverage as set out in the federal COBRA law and the regulations promulgated thereunder.
- c. If an employee is recalled, the amount of accumulated sick leave days that the employee had as of the effective day of the layoff shall be restored.
- d. Upon recall, the employee's seniority shall be adjusted by the length of the layoff, that is, the period of layoff shall be excluded from the employee's seniority.

Section 8.7 Termination of Seniority.

Seniority and the employment relationship shall be terminated for all purposes if the employee:

- a. quits;
- b. is discharged and the discharge is not reversed;
- c. retires (or is retired should the Village adopt and implement a legal mandatory retirement age);
- d. fails to report to work at the conclusion of an authorized leave of absence;
- e. is laid off and fails to notify the Police Chief or the Police Chief's designee of his or her intention to return to work within seven (7) calendar days after notice of recall is sent by certified mail, or fails to return to work within two (2) calendar days after the established date for the employee's return to work;

- f. is laid off for a period in excess of one (1) year;
- g. is absent for three (3) consecutive working days without authorization, unless the employee is physically unable to telephone the Police Chief or the employee's supervisor to request authorization, which shall be regarded as "quit".

Section 8.8 Application of Seniority.

Seniority shall be considered for the following:

- a. vacation preference, provided that detectives and patrol officers shall be treated as separate job classifications for purposes of vacation selection; and
- b. layoff, as specified in the 65 ILCS 5/10-2.1-18; and,
- c. Selection of Shift Assignments, to be taken into conjunction with all other criteria including the operational needs of the Department, and not to be the sole or determining consideration in the assignment of shifts.

ARTICLE IX - HOURS OF WORK AND OVERTIME

Section 9.1 Application of Article.

This Article is intended only as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day, per week, or per work cycle.

The normal shift schedules (i.e., 6:45 a.m. to 2:45 p.m., 2:45 p.m. to 10:45 p.m., and 10:45 p.m. to 6:45 a.m., along with early cars as required), normal workday, normal work week/normal work cycle of employees in existence on the effective date of this Agreement shall remain in existence.

The provisions of this Article shall be subject to the reopening provisions of Article XXI, as provided therein.

Section 9.2 Normal Workday.

The normal workday for employees shall be 8 hours, including two paid 15 minute break periods and one paid 30 minute meal period. Break and meal periods shall be taken at times approved by the immediate supervisor. Employees remain subject to call during all break and meal periods. If an employee

is not able to complete a break or meal period as a result of a call or the assignment of other duties, the break meal period shall be rescheduled for a later time, and the rescheduling shall not result in the payment of any overtime, compensatory time or additional compensation.

Section 9.3 Normal Work Cycle.

The normal work cycle for employees covered by this Agreement shall be 28 days consisting of (20) 8 hour shifts, as described in Section 9.2 of this Article, within said work cycle.

Section 9.4 Employees Assigned to Administrative or Detective Duties.

The parties recognize that the normal workday and work week of an employee assigned as a detective or assigned to administrative duties (*i.e.*, other than patrol) necessarily varies depending on the needs of the Department and that from time to time it will be necessary to change with very little, if any, advance notice.

Section 9.5 Overtime Pay.

Employees shall be paid overtime at 1-1/2 times their regular straight-time hourly rate of pay in accordance with the policies in effect prior to the effective date of this Agreement.

Section 9.6 Court Time.

An employee shall be entitled to receive compensation for a court appearance as a witness for the Village or the People of the State of Illinois, when requested by said entity to be present in court to give testimony in the course of a prosecution which arises from the employee's official duties with the Village.

Court appearances made while on duty constitute normal hours of work. In the event that an employee's court appearance extends beyond the employee's regularly scheduled shift, such time spent in court will be treated as normal hours of work for the purpose of computing a police officer's overtime compensation.

Court appearances made while an employee is off-duty shall be compensated at a rate of one and one-half (1 & 1/2) times the employee's regular rate of pay, with a minimum compensation of three (3) hours or time actually spent beginning thirty (30) minutes before the scheduled court appearance, whichever is greater. In the event that time spent in court extends into the beginning of the employee's regularly scheduled work shift, time spent in court for purposes of this Section shall be deemed to end at the time said shift is scheduled to begin.

Employees who attend all of their court key dates in a calendar year shall be eligible to receive a one-time payment of \$250, payable in the next pay period following certification by the Chief that the employee has satisfied this requirement.

Section 9.7 Call-In-Pay.

An employee who is called back to work before or after the employee's normal hours of work (i.e., hours not contiguous to the employee's normal shift) will be paid 1-1/2 times his regular straight-time hourly rate of pay for all hours worked outside the employee's normal hours of work, with a minimum of two (2) hours compensation or the employee's actual time, whichever is greater. This section shall not be applicable to overtime which is scheduled in advance of the time worked or for a callback where an employee is called back to correct an error or omission which is determined by the Police Chief or the Police Chief's designee to require correction/completion before the employee's next scheduled shift.

Section 9.8 Compensatory Time.

Any employee who is eligible for overtime may request compensatory time off at a rate of one and one-half (1 & 1/2) hours for each overtime hour worked.

Compensatory time will accumulate on the fiscal year. Compensatory time not used as of end of the fiscal year must, at that time, be either (a) paid out, in whole or in such part as the employee may

designate, at the employee's regular rate of pay; or, (b) carried over into the next fiscal year in whole or in such part as the employee may designate. A maximum of eighty (80) hours compensatory time may be accumulated by each employee. Submittals for compensatory time may be in half-hour increments only. Use of accumulated compensatory time is subject to the approval of the shift supervisor.

While an employee's wishes will be considered, the scheduling of compensatory time shall be subject to the paramount needs of the Department as determined by the Police Chief or the Police Chief's designee.

Section 9.9 No Pyramiding.

Compensation shall not be paid or compensatory time taken more than once for the same hours under any provision of this Article or Agreement.

ARTICLE X - LEAVES OF ABSENCE

Section 10.1 Accrued Sick Leave.

All full-time officers shall be eligible to accrue paid sick leave as provided herein. Sick leave benefit shall be accrued at the rate of eight (8) hours for each full month of service as a sworn peace officer, but an officer shall not be eligible to use accrued sick leave until the officer has been actively employed as a sworn peace officer for thirty (30) days. An Employee may use sick leave for absence from work due to the employee's own illness or injury, provided proper notice to the employee's supervisor has been given in accordance with Section 10.2 of this Article.

Section 10.2 Request for Sick Leave.

Employees requesting sick leave must call the on-duty supervisor as soon as possible, but not less than one (1) hour prior to the start of the scheduled workday, and upon return to work, complete such forms as may be required by the Village. An employee may be required in the exercise of the Village's discretion to substantiate proof of illness when there is reason to suspect sick leave abuse. If

an employee is absent for three (3) or more consecutive days or if the employee has a history of frequent absence, the employee may be required by the Village to bring in a doctor's note and require the employee to provide a prognosis from the doctor as to the earliest date when the employee will be able to return to work and perform the essential duties of the position or any restricted duty assignment.

The Village may require an employee to have the doctor's statement updated should the employee not return to work within the time frame originally established by the physician. Any cost associated with providing a physician's statement is the responsibility of the employee.

In the event of elective surgery which may result in the employee being away from work for a period of one week or more, the employee is required to give at least two week's notification to the Chief of Police.

Time taken as sick leave as well as absences beyond an employee's accumulated sick leave, may qualify for treatment under the Family & Medical Leave Act.

An employee may use up to forty-eight (48) hours of sick leave annually for the illness of a "family member," as defined in Section 10.4(a).

Section 10.3 Sick Leave Abuse.

The use of sick leave is intended only for legitimate reasons as outlined above. Any abuse of the sick leave policy may result in non-payment of sick leave benefits and shall be grounds for disciplinary action. Abuse of sick leave shall include, but not be limited to the following:

- a. Failure to notify supervisor of absence or condition.
- b. Failure to provide medical documentation as required.
- c. Continued pattern of absences.

Section 10.4 Emergency Leave and Funeral Leave.

The Village will grant employees Emergency Leave and Funeral Leave as follows:

a. **Emergency Leave.** The Police Chief or the Police Chief's designee, may grant, with the approval of the Village Manager, paid Emergency Leave up to a maximum of twenty-four (24) hours per fiscal year.

Employees are not automatically entitled to Emergency Leave. The number of days granted as Emergency Leave shall depend on the circumstances of the incident.

An emergency is defined as an unexpected occurrence such as the birth of a child, adoption or placement for foster care of a child, or serious illness of a family member requiring the employee's presence to care for the family member. It is not intended to provide employees with paid days off for the death of a family member. For the birth of a child, adoption or placement for foster care of a child, employees may choose any three work days within ten days of the birth, adoption or placement for foster care.

For purposes of this section, family shall be defined as parent, spouse/civil union partner, spouse's/partner's parent, child, or any individual who is a dependent of the employee as defined by the Internal Revenue Service. For purposes of this policy, "civil union partner" is defined by Illinois state law.

Employees shall be required to substantiate the emergency to the satisfaction of the Police Chief and Village Manager.

b. **Funeral Leave.** The Police Chief, or the Police Chief's designee, may grant with the approval of the Village Manager, up to twenty-four (24) hours of paid Funeral Leave, per incident, due to a death in the employee's family, and up to one duty day (either 8 or 12 hours, corresponding to the Employee's regular work schedule) of paid Funeral Leave, per incident, due to a death of an extended family member.

Employees are not automatically entitled to Funeral Leave. The number of approved days off shall depend on the circumstances of the incident.

For purposes of this section, family shall include the employee's spouse, civil union partner (as defined in paragraph (a) of this Section), parent, sibling, child, grandparent, or grandchild; the employee's spouse's/partner's parent, grandparent, grandchild, sibling, or child; or another dependent of the employee (as defined by the Internal Revenue Service). For purposes of this section, extended family shall include the employee's first aunt, first uncle, or first cousin.

Employees may be required to substantiate the basis for Funeral Leave to the Department Head and the Village Manager.

Section 10.5 Family & Medical Leave.

The Village will provide to employees leaves of absence pursuant to the federal Family & Medical Leave Act, in accordance with the requirements of the statute and the regulations promulgated thereunder, and in accordance with the Village's policies on leaves granted under the Family & Medical Leave Act which apply generally to all Village employees and which may be amended from time to time as the Village deems appropriate.

Section 10.6 Other Leaves of Absence.

Employees shall have the right to request leaves of absence in accordance with such terms and conditions as may be specified from time to time in the personnel policies that are applicable to Village employees generally.

A leave of absence will not be granted to enable an employee to try out for or accept employment elsewhere or for self-employment. Any employee who engages in employment elsewhere (including self-employment) while on any leave of absence as provided above may be discharged immediately by the Village, provided that this provision shall not be applicable to a continuation of employment (including self-employment) that the employee had prior to going on an approved leave of

absence, so long as there is no significant expansion of such employment (including self-employment) or unless approved in writing by the Village Manager.

ARTICLE XI - VACATIONS

Employees earn vacation days according to the following schedule:

YEARS OF SERVICE	VACATION DAYS EARNED
1 – 4	10
5	11
6	12
7	13
8	14
9	15
10	16
11	17
12	18
13	19
14	20
15 – 21	21
22	22
23	23
24	24
25	25

Employees ordinarily earn vacation time before vacation days are used. However, with the prior approval of the Police Chief or the Police Chief's designee, an employee may receive an advance of up to ten (10) vacation days.

Employees may only accumulate up to a maximum of twice the employee's annual leave rate. In the event the employee reaches the maximum amount of earned vacation, the employee shall stop

earning vacation until such time as the balance is below the maximum permissible amount. A new employee must work six (6) months of continuous full-time employment to be eligible to use a vacation day, unless otherwise approved by the Chief of Police.

An employee who is on vacation leave shall not be eligible for sick leave until the vacation leave has concluded. Vacation requests are subject to the operational requirements of the Department.

A vacation list of vacation picks by the employees will be made by seniority, with at least three officers being able to choose vacation time in the same week, so long as no more than one of them are on the same shift. The Deputy Chief of Police may use his or her reasonable judgment and discretion to attempt to accommodate additional vacation requests, to the extent doing so is consistent with Departmental operational requirements. The vacation list will be used for only those officers assigned as street patrol officers, and for any officer in the D.A.R.E. program.

ARTICLE XII - SALARIES

Section 12.1 Employee Salaries.

Annual salary adjustments shall be as follows:

Effective 1/1/2019:	2.50%
Effective 1/1/2020:	2.25%
Effective 1/1/2021:	2.50%

The salary adjustment effective January 1, 2019 shall be fully retroactive for all employees still on the payroll as of the date of the execution of the Agreement, as well as for employees who voluntarily resigned from the Department with more than two (2) years of continuous service or retired pursuant to the Downstate Police Pension Plan on or after January 1, 2019 and prior to the execution of this Agreement. All overtime hours paid during the period of retroactivity shall be recalculated based on this Section. The hourly rate of pay used for retroactivity shall be calculated based on this Section. The hourly rate of pay used for retroactivity calculations will be as set forth in Section 9.5 (Overtime).

The salary schedule incorporating the foregoing salary increases is attached as Appendix C.

Section 12.1.1. Salary Schedule for Employees Hired prior to January 1, 2013

The salary schedule applicable to employees hired prior to 1/1/2013 is attached as Appendix C-1.

Section 12.1.1. Salary Schedule for Employees Hired on or after January 1, 2013.

The salary schedule applicable to new employees hired on or after 1/1/2013 is attached as Appendix C-2.

Section 12.2 Officer-in-Charge.

An employee working as an Officer-in Charge shall receive in addition to the employee's regular rate of pay, an additional one hour's pay at the rate of one and one half (1 & ½) times the employee's regular rate of pay for each shift in which one (1) or more hours are worked as an Officer-in-Charge. If the employee works for more than four hours on a shift as an Officer-in-Charge, the employee shall receive a total of two hour's pay at a rate of one and one half (1 & ½) times the employee's regular rate of pay.

Section 12.3 Special Qualifications Stipend.

Officers acting in the capacity of a Field Training Officer (F.T.O.) shall receive two (2) hours of pay at the employee's regular rate of pay for each eight hour shift worked in this capacity. When serving in such capacity, each officer shall complete and submit, as required, a daily observation report by the end of each such shift.

Effective January 1, 2019, employees assigned to be evidence technicians shall receive an annual stipend of \$1,000, paid on a pro-rated basis. Effective January 1, 2020, the annual stipend shall be increased each year by the same percentage as the across-the-board salary increase or pro rata calculation if possessed for less than a year.

Section 12.4 Longevity Pay.

For employees hired prior to 1/1/2013 who have completed 5.5, 10, 15, and 20 years of continued service with the Village will earn a longevity step increase of 3.50%, 2.10%, 2.10% and

2.10%, respectively. The longevity step increases will become effective on the employee's employment anniversary date.

In the event there is a break of service of longer than six (6) months, the employee's anniversary date, for purposes of eligibility for this benefit, will be with the start of the most recent employment date.

Section 12.5 Supplemental Retirement Programs for Employees Hired Prior to January 1, 2016.

Employees hired prior to January 1, 2016 shall be eligible to participate in the Supplemental Retirement Program outlined in this section. Employees hired or re-hired (accepting employees laid off and recalled under Article VIII), on or after January 1, 2016 shall not be eligible to participate in the Supplemental Retirement Program as outlined in Section 12.5. If an eligible employee has at least 400 hours of unused sick leave and has an approved pension from the Village of Wilmette Police Pension Fund, the Village shall pay on a pretax basis on the employee's behalf into a Medical Savings Account an amount based on the following schedule:

<u>Years of Village Service</u>	<u>Number of Hours Paid</u>
20	45% of unused hours up to max. of 1,150 hours effective January 1, 2007.
25	50% of unused hours up to max. of 1,400 hours effective January 1, 2007.
30	60% of unused hours up to max. of 1,400 hours effective January 1, 2007.

Example: If an employee has 20 years of service and 1,200 hours of unused sick leave as of the date of retirement and retires after January 1, 2007, the Village shall pay into the Village's Medical Savings Account on the employee's behalf an amount based on 45% of 1,150 unused sick leave hours, i.e., 517.5 hours of pay at the employee's straight time hourly rate of pay immediately prior to the date of retirement.

The amount so deposited shall be available for the purposes specified in the Village's Medical Savings Account plan documents, including but not necessarily limited to payment for continued coverage under the Village's group hospitalization and medical insurance program and for unreimbursed medical expenses approved by the IRS for a Medical Savings Account. The Medical Savings Account plan document shall provide that if there is any amount remaining in an individual's account at time of death, the remaining amount shall be made available for the same uses by the employee's designated beneficiary.

The foregoing sick leave buyback provision shall be the sole post-retirement health benefit for employees covered by this Agreement. Nothing in this paragraph is intended to affect the statutory right of employees to maintain continued coverage under the Village's group hospitalization and medical insurance program during retirement in accordance with the statutory provisions governing same.

Section 12.6 Advanced Police Skills Stipend.

(a) Employees are eligible to receive an Advanced Police Skills Stipend on an annual basis. In order to continue to receive the Advanced Police Skills Stipend no later than November 30 of the preceding year an employee must satisfy each of the standards set forth in paragraph (b) of this Section.

(b) In order to qualify for the Advanced Police Skills Stipend, an employee must satisfy the following criteria:

- (1) Achieve a passing score on the Cooper Standards for physical fitness (adjusted for age and gender) in the Department's annual physical ability testing; and,
- (2) Complete up to sixteen (16) hours annually of Department-offered defensive tactics training; and,
- (3) Complete up to sixteen (16) hours of annual firearms range training.

(c) Effective January 1, 2019 the amount of the Advanced Police Skills Stipend shall be \$2,000 per calendar year, paid in equal amounts over 24 pay periods, and prorated for years in which the employee is employed for only a portion of the year. Effective January 1, 2020, the annual stipend shall be increased

each year by the same percentage as the across-the-board salary increase or a pro rata calculation if possessed for less than a year.

(d) An Employee who has completed the required criteria for, and is receiving, the Advanced Police Skills Stipend, but thereafter becomes medically unable to complete the required hours of training to continue receiving the Advanced Police Skills Stipend due to either (1) the Employee being injured in the line of duty; or (2) the Employee being placed on temporary disability or on light/transitional duty as certified by medical opinion, then that Employee shall continue to receive the Advanced Police Skills Stipend, provided that the Employee completes the requirements for maintaining eligibility for the Stipend within 60 days after receiving medical approval to return to work, or such additional period of time that the Employer may require to schedule qualification training.

An Employee who has completed the required criteria for, and is receiving, the Advanced Police Skills Stipend who fails to complete one of the training components needed to remain eligible to continue receiving the Stipend due to either (1) being absent from training due to having scheduling approved time off in advance of the posting of the training dates; or (2) being absent due to approved Family and Medical Leave (FMLA) not related to the Employee's own illness or approved funeral leave, then the Employee shall continue to receive the Stipend until such time as the Employer has scheduled an alternate date to complete the component and the Employee fails to do so.

Example: An Officer schedules vacation in July as part of his/her vacation pick in November. Thereafter, the Department schedules firearms training during the week in July that the Officer will be on vacation. In such a situation, the Department may schedule one additional date that will provide an opportunity for the Officer to satisfy the requirements for the Stipend. In the event that the Department is unable to schedule an alternate date, the Officer shall not be deprived of the Stipend.

ARTICLE XIII - INSURANCE

Section 13.1 Hospitalization & Medical Insurance/Dental/Flexible Benefit/Life Insurance.

The Village of Wilmette's Health, Flexible Benefit, Life Insurance, and available Dental Insurance coverage and benefits in effect on the effective date of this Agreement, shall be continued; provided, the Village retains the right to change insurance carriers, third party administrator, or to self-insure as it deems appropriate, so long as the new coverage and new benefits are substantially the same as those which were in effect under the applicable policy prior to such a change. The Village will maintain the existing practice of making the same health insurance providers and plans available to both managerial and non-managerial employees. Changes in co-payment levels, deductible levels, premiums, coverage or other benefit changes made by an insurer through whom the Village provides coverage as of the effective date of this Agreement shall not be deemed to be a breach of this Agreement by the Village. Employees may make changes to their coverage during the open enrollment period established by the Village. The Village will pay 95% of the cost of the premiums for hospitalization and medical insurance for employees who opt for single coverage and such employees shall pay the remaining 5%. Employees who opt for family coverage will pay 20% of the difference between the premium for family hospitalization and medical insurance coverage and single coverage.

The flexible benefit plan allowance shall be \$60 per month.

The Village, at its option, during the term of this Agreement may offer an additional high-deductible health plan to employees on the same terms and conditions as are offered to managerial and unrepresented Village employees.

Section 13.2 Cost Containment.

The Village reserves the right to maintain or institute cost containment measures relative to hospitalization and medical insurance coverage so long as the benefits and coverage are not reduced

thereby except for failure to comply with reasonable cost containment procedures. Such measures may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission review, managed care, prohibition on weekend admissions except in emergency situations, bounty clause, and mandatory out-patient elective surgery for designated surgical procedures.

Section 13.3 Terms of Policies to Govern.

The extent of coverage and benefits under any insurance policy or benefit plan referenced in this Article (including HMO and self-insured plans) shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said policies or plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this agreement. The failure of any insurance carrier(s) or plan administrator(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 Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it (they) may have to the Village or any employee covered by this agreement, or that employee's dependent or beneficiary. Nothing herein shall be interpreted to waive any right which any covered person may otherwise have to seek legal redress from the insurance carrier(s) and/or plan administrator(s) for denial of coverage and/or benefits under said plan.

ARTICLE XIV - DISCIPLINE

Section 14.1 Just Cause Discipline.

No non-probationary employee shall be disciplined, suspended, or discharged except for just cause. The Village agrees to follow the principal of progressive and corrective discipline, with the

understanding, however, that the gravity or seriousness of a given incident may justify more severe disciplinary action or immediate discharge without any prior progressive and corrective discipline.

Section 14.2 Notice of Investigation.

Without in any way affecting an employee's rights under Article XV, Section 15.5 ("Uniform Peace Officers' Disciplinary Act"), an employee whose conduct is the subject of an informal inquiry shall, if directed to submit a written statement concerning the matter under informal inquiry and if it is reasonable to do so, be informed of the nature of the informal inquiry.

Section 14.3 Suspension Pending Investigation.

Nothing herein shall be deemed to impair the Village's right or authority to suspend an employee with or without pay pending investigation, subject to the employee's applicable constitutional rights to due process of law.

Section 14.4 Right to Respond.

For discipline other than an oral or written reprimand, the Village shall offer to meet with the employee involved, and with a Union representative if requested by the employee, to review the reason(s) for possible discipline and to give the employee an opportunity to respond before finalizing disciplinary action.

Section 14.5 Oral and Written Reprimands.

If an oral or written reprimand is issued to an employee, a copy shall be provided to the employee and the employee shall have the right to submit a written response within seven (7) days which, if timely submitted, shall become part of the employee's personnel file. Whether prior oral or written reprimand(s) is/are relevant in a subsequent discipline action shall be within an arbitrator's jurisdiction to decide based on such factors as relatedness and the length of time between the prior reprimand and the disciplinary action at issue before the arbitrator. Written reprimands (but not oral

reprimands) may be grieved up to but not beyond Step 4 of the grievance and arbitration procedure set forth in this Agreement.

Section 14.6 Applicability of Grievance and Arbitration Procedure to Discipline.

Discharge or discipline involving time off with loss of pay of non-probationary bargaining unit employees shall be subject to the grievance and arbitration procedure set forth in this Agreement. The contractual grievance and arbitration procedure shall be the sole recourse for appealing such disciplinary action and shall be in lieu of both the provisions of the Illinois Municipal Code governing discipline and discharge (65 ILCS 5/10.2.1-17) and disciplinary proceedings before the Village of Wilmette Board of Fire and Police Commissioners. An arbitrator's award shall be final and binding, as stated in Article VI, Section 6.5 of this Agreement, and any request for judicial review shall be exclusively under and in accordance with the Uniform Arbitration Act (710 ILCS 5/1, et seq.) and Section 8 of the Illinois Public Labor Relations Act (5 ILCS 315/8).

ARTICLE XV - MISCELLANEOUS

Section 15.1 Gender of Words.

The masculine gender as used herein shall be deemed to include the feminine gender.

Section 15.2 Fitness Examinations.

Prior to an employee's return to duty following a layoff or leave of absence or if the Village has cause to question an employee's fitness for duty, the Village may require, at its expense, that the employee have an examination by a qualified and licensed medical professional(s) selected by the Village. If the Village reasonably determines that an employee is not fit for duty based on the results of such examination(s), the Village may place the employee on sick leave or disability, as the circumstances may warrant.

When in the judgment of the Chief of Police and the Village Manager an employee's health or physical condition may have an adverse effect on the performance of his duties, or affecting safety or health of fellow employees or the public in general, the employee may be required to undergo a medical examination at the Village's expense.

Section 15.3 Application of Agreement to Personnel Assigned to Other Law Enforcement Agencies.

Notwithstanding anything to the contrary in this Agreement, officers who are voluntarily assigned to other law enforcement agencies, such as the Metropolitan Enforcement Group (“MEG”), the Illinois State Police, or federal agencies such as the U.S. Treasury Department, Bureau of Alcohol, Tobacco & Firearms, Drug Enforcement Administration, or U.S. Postal Inspection Service, shall be subject for the duration of such assignment to the practices, policies, procedures and directives which are generally applicable to officers assigned to such other agency even though such practices, policies, procedures and directive may be inconsistent or in conflict with the provisions of this Agreement. The practices, policies, procedures and directives of such other agency dealing with hours of work and overtime shall be deemed to supersede inconsistent or contrary provisions of Article IX (Hours of Work and Overtime) of this Agreement.

Section 15.4 Mileage Reimbursement.

Officers shall be reimbursed at the current IRS rate per mile for pre-approved use of their personal vehicle for Village business, including but not limited to all training and other related seminars. Approval will be granted on the terms and conditions provided in the Department Policy and Procedure Manual.

Section 15.5 Uniform Peace Officers' Disciplinary Act.

The Village agrees to comply with the Uniform Peace Officers' Disciplinary Act, 50 ILCS 725/1, et seq., and said Act shall be incorporated herein by reference only to the extent that it is not inconsistent with specific provisions of this Agreement, as provided in Section 6 of said Act, 50 ILCS 725/6.

Section 15.6 Disability Pay.

An employee who is injured in the line of duty shall be eligible for disability pay in accordance with the provisions of the Illinois Public Employee Disability Act, 5 ILCS 345/0.01, et seq. Notwithstanding any of the provision in this Agreement, no paid sick leave days, vacation days, holidays or other paid time off will be accrued or earned while on a work related disability leave.

Section 15.7 Light Duty.

The Village may require an employee who is on sick leave or Workers' Compensation leave (as opposed to disability pension) to return to work in an available light duty assignment that the employee is qualified to perform, provided the Village's physician has determined that the employee is physically able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury.

An employee who is on sick leave or Workers' Compensation leave (as opposed to disability pension) may request that he or she be placed in an available light duty assignment that the employee is qualified to perform, and such a request shall not be arbitrarily and unreasonably denied, provided that the Village's physician (or the employee's physician at the Village's option) has reasonably determined that the employee is physically able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury.

If an employee returns or is required to return to work in a light duty assignment and the employee is unable to assume full duties and responsibilities within six months thereafter, the Village

retains the right to either continue the employee on light duty if there is a reasonable prospect that the employee will be able to assume full responsibilities shortly thereafter or place the employee on disability leave/sick leave.

While the Village will give good faith consideration to an employee's request for a light duty assignment where a physician as provided above has determined that the employee is able to perform a light duty assignment, nothing herein shall be construed to require the Village to create a light duty assignment for an employee.

Section 15.8 Tuition Reimbursement.

The Village recognizes the benefit to the employee and the Village in the employee pursuing continued education. Therefore, the Village has established a tuition reimbursement policy to encourage continued education.

Approval of any tuition reimbursement request is conditioned upon the availability of funds in the appropriate department budget and the authorization of the Village Manager. The minimum amount of funds which the Village shall appropriate for purposes of tuition reimbursement each fiscal year shall be \$15,000. The Village may appropriate more funds for tuition reimbursement than this minimum, but the decision to do so shall rest in the sole and exclusive discretion of the Village.

a. Eligibility

- i. Employees must have completed their probationary period.
- ii. Employees should seek to exhaust all other sources of assistance (veteran's benefits, scholarships, and grants), with the exception of student loans. The Village's share shall not exceed the difference between a tuition bill and the amount of coverage from all other sources and will be limited to no more than \$5,000 in a fiscal year.

b. Institutions

Employee may be required to furnish information about the accreditation of the particular educational institution. For profit and/or online-only institutions are not eligible for tuition

reimbursement, unless accredited by the North Central Association of Secondary Colleges and Schools.

c. Eligible Courses

- i. The program is available for high school, college, vocational or degree programs that are job-related.
- ii. Courses are to be taken on employee's own time, unless otherwise approved by the Department Head and Village Manager.
- iii. The number of courses in which an employee can enroll in a given semester or quarter shall be reviewed during the approval process and shall in no way interfere with the employee's job duties and responsibilities.

d. Eligible Expenses

- i. If the initial tuition reimbursement request is approved, the Village will pay, upon enrollment, the equivalent of 50% of the cost of tuition for a similar course offered at a state university, plus books and laboratory fees upon enrollment.
- ii. Upon successful completion of a course (grade of "C" or better, or the equivalent), the employee will receive 50% of the total cost of a course as determined above.
- iii. If the employee does not successfully complete the course, the employee will be required to pay back to the Village the entire amount of the initial tuition reimbursement request made to the employee.

e. Obligation Period

If an employee voluntarily leaves the Village within three years of completing a reimbursed course, a percentage amount of reimbursed expenses will be due the Village according to the following schedule.

0 - 12 months	100%
13 - 18 months	75%
19 - 24 months	50%
25 - 36 months	25%

f. Procedure for Approval of Tuition Reimbursement Request

- i. Requests for tuition reimbursement must be made, in writing, at least thirty (30) days before the course begins.
- ii. After a course has been completed, the employee must complete a "Request for Final Tuition Reimbursement" form.
- iii. The approval of the Department Head, and Village Manager, or designee, is necessary.

Section 15.9 Board of Fire and Police Commissioners.

Any matter or issue subject to the jurisdiction of the Village of Wilmette Board of Fire and Police Commissioners, other than disciplinary grievances as defined in Article XIV (Discipline), shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Section 15.10 Paycheck Availability.

Absent extenuating circumstances (e.g., computer breakdown), the paychecks for officers assigned to the first watch shall be available no later than the end of the first watch on payday.

Section 15.11 Time Off Request.

Requests for time off shall be submitted in duplicate on the appropriate Department form to the employee's immediate supervisor not more than sixty (60) days in advance of the requested time off.

Section 15.12 Uniform Allowance.

All newly hired officers shall be provided a complete uniform and other necessary equipment. The Village will provide an annual allowance of \$600 per officer which shall be used solely for the purchase of needed new uniforms and equipment. In addition, the Village will provide officers with body armor, and the replacement of body armor, at no cost to the employee. This allowance shall, for new officers, be prorated by one-half (1/2) if the employee is hired after more than one-half (1/2) of the year has passed. All requests for reimbursement shall be submitted to the Finance Department by October 1st of the calendar year.

Section 15.13 Subcontracting or Contracting Out.

The right to subcontract or contract out work is vested in the Village. Except when an emergency situation (including natural and/or man-made disasters) exists, the Village will notify the Union in advance of any contemplated contracting that would cause the layoff of any bargaining unit employee and will offer to bargain with the Union over the effects of such contracting.

Section 15.14 General Orders.

Notwithstanding any other provisions of this Agreement, where the Village or Department has decided to make substantive changes, additions or deletions in the Village's or Department's Policies, General Orders, Administrative Notices, and/or Rules and Regulations, which involve terms and conditions of employment directly affecting employees covered by this Agreement, the Union Steward shall be notified five (5) working days in advance of the effective date of any such substantive changes. This notification requirement shall be deemed satisfied by delivering the notice in writing to the Union Steward's or the Steward's designee's mailbox. The foregoing notification provision shall not be applicable in emergency circumstances where the required advance notification cannot be reasonably provided.

Section 15.15 Printing and Distribution of Agreement.

A copy of this Agreement shall be supplied to each employee covered by this Agreement by the Village within three (3) weeks of ratification by both parties, with the cost thereof to be equally divided between the Union and the Village.

Section 15.16 No Solicitation.

The Union agrees that its officers, agents, affiliated organizations and members will not solicit merchants, businesses, residents or citizens located within the Village of Wilmette for contributions or donations without the prior written approval of the Village Manager.

Section 15.17 Notification of Address Change.

It is the responsibility of each employee to keep their current home address and telephone number on file with the Chief of Police. All employees shall inform the Police Chief or the Police Chief's designee of any change in home address or telephone within ten (10) days of said change, and the failure to do so may be cause for disciplinary action.

Section 15.18 Secondary Employment.

With the exception of Off-Duty Details as regulated in the Department's Policy and Procedure Manual, employees shall not be employed by employers other than the Village, nor shall they contract or accept anything of value in return for services, nor shall they otherwise be self-employed for remuneration, without the written approval of the Police Chief and the Village Manager. Employees may hold outside jobs, including self employment which will not: (1) result in a conflict of interest; (2) result in work for the Village; (3) result in outside work during an employee's work shift; (4) involve the use of any Village equipment, uniform, badge, weapon, or other supplies; (5) result in more than twenty (20) hours of outside employment per workweek; (6) involve work on any premises or in any establishment which is a dramshop; (7) foreseeably require exercise of any official authority conferred by the Village; and (8) infringe on their ability to fully perform their job duties for the Village. Employees seeking permission to perform outside employment shall annually apply in writing to the Village Manager for approval on a form to be provided by the Village. Such application shall be approved or denied in writing and within a reasonable period of time.

Notwithstanding the foregoing, the Police Chief and Village Manager will have the discretion to deny the approval of secondary employment if it is reasonably determined that such secondary employment may adversely affect the public's perception of the reputation and integrity of the Village of Wilmette Police Department.

Section 15.19 External Law.

Nothing in this Agreement shall be interpreted so as to require the performance of any act which would violate any laws, or judicial or administrative rulings or orders not preempted under Section 15 of the Illinois Public Labor Relations Act (5 ILCS 315/15).

Section 15.20 Annual Medical Examinations.

All Village employees are required to get an annual medical/physical examination. Such examinations shall be at no expense if the employee utilizes the physician selected from time to time by the Village. An employee may opt to go to his/her own physician at the employee's own expense. No employee shall be in pay status if such an examination cannot be scheduled during an employee's regularly scheduled hours of work; provided, however, that if an employee working on the midnight shift is unable to schedule the annual medical/physical during the employee's regularly scheduled hours of work, the employee will be given two (2) hours of compensatory time to be taken at a mutually agreed to time in the same pay period as the examination.

Section 15.21 Americans with Disabilities Act.

It is agreed that the Village has the right to take any actions necessary to be in compliance with the requirements of the Americans with Disabilities Act. Nothing herein is intended to preclude the Union from grieving or arbitrating any Village action which, in its view, violates the Agreement and is unnecessary in order to comply with such Act.

ARTICLE XVI - SHIFT SELECTION

Section 16.1 Selection of Shift Assignments for Employees Assigned to the Patrol Division.

Shift assignments for employees assigned to the Patrol Division shall continue in the manner and practice substantially the same as in effect prior to the effective date of this Agreement, which is referenced in Policy and Procedure Manual Chapter 4, No. 7, Sec. IV (B). The actual shift assignments will be made by the Deputy Chief of Police, whose priority will be on meeting the operational needs of the Department. Insofar as switching shift assignments is also addressed in the same Chapter 4, No. 7 of the Policy and Procedure Manual, the approval required by the affected watch commander(s) prior to a change in shift assignments being made shall only be given where (1) in the case of exchanges between officers of a daily shift, there exist limited and special circumstances as determined appropriate by the watch commander(s)

and Deputy Chief of Police, and such change will not adversely affect or in any manner interfere with the overall operations of the Department, and when such change will not result in the entitlement of any of the employees which are parties to the change to additional overtime compensation; and (2) in the case of an exchange of an entire shift cycle by employees, no more than three (3) shift cycles shall be traded by any employee unless there exist extraordinary and exigent circumstances as determined appropriate by the Deputy Chief of Police and the Chief of Police, and when such change will not adversely affect or in any manner interfere with the overall operations of the Department, and when such change will not result in the entitlement of any of the employees which are parties to the change to additional overtime compensation, and (3) under such further or different circumstances which shall be determined in the sole discretion of the Police Chief.

If, due to unusual or temporary operational requirements, the Village requires employee(s) to be reassigned from the scheduled shifts to a different shift or assignment, personnel qualified to perform the functions of the assignment being filled will be reassigned to regular patrol duties from a shift with surplus personnel in the following order:

1. On a voluntary basis, and then,
2. From a list of qualified employees ranked in inverse order of seniority, with each employee's name being stricken from the list as the employee is reassigned until the entire list is exhausted, at which time the rotation will begin again.

The current seniority list will be divided into thirds (rounded to the next higher number of persons if the total number of persons in a third is fractional), and officers in the top one-third by seniority shall be guaranteed a minimum of 7 shifts from their first preference.

ARTICLE XVII - HOLIDAYS

(a) In addition to any other vacation or time-off benefits available under this Agreement, each employee shall receive twelve (12) floating paid holidays per calendar year. Said floating holidays must be

taken during the calendar year and may not be carried over from year to year. In order to take a floating holiday, the employee must submit a written request on the approved Department form not more than 60 days in advance and receive the written approval of the Police Chief or the Police Chief's designee.

(b) Any employee who works on New Year's Day, Thanksgiving Day, Christmas Day, or July 4 shall be compensated at a rate of one and one-half (1/2) times the employee's regular rate of pay for all hours worked (both regularly scheduled and overtime hours) on said holidays. For the purposes of this Section, the holiday shall be the twenty-four hour period commencing at 12:01 a.m. on the holiday, except that, for officers assigned to midnight shift on a holiday, the holiday shall be the twenty-four hour period commencing at the start of the officer's shift on the calendar day immediately preceding the holiday (e.g. for officers assigned to midnight shift who commence their shift at 10:30 p.m. on December 24, the Christmas Day "holiday" commences at 10:30 p.m. December 24 and ends at 10:30 p.m. December 25.

(c) Any employee who was originally scheduled off on Memorial Day or Labor Day and is thereafter scheduled to work on one or more of said holidays with less than two (2) months advance notice shall be compensated at a rate of one and one-half (1/2) times the employee's regular rate of pay for all hours worked (both regularly scheduled and overtime hours) on said holidays. Example: If an employee who was originally scheduled off on Memorial Day on May 28, 2001 is subsequently scheduled to work on said day and is not notified of this schedule change by or before March 28, 2001, the employee shall be shall be compensated at a rate of one and one-half (1/2) times the employee's regular rate of pay for all hours worked (both regularly scheduled and overtime hours) on said holiday.

ARTICLE XVIII - ALCOHOL AND DRUG TESTING POLICY

Section 18.1 Statement of Policy.

It is the policy of the Village of Wilmette that the public has the absolute right to expect persons employed by the Village in its Police Department will be free from the effects of drugs and alcohol. The

Village, as the employer, has the right to expect its employees to report for work fit and able for duty and to set a positive example for the community. The purposes of this policy shall be achieved in such manner as not to cause undue hardship or embarrassment or to violate any established constitutional rights of the officers of the Police Department.

Section 18.2 Prohibitions.

Officers shall be prohibited from:

- (a) Consuming or possessing alcohol at any time during or just prior to the beginning of the work day or anywhere on any Village premises or job sites, including Village buildings, properties, vehicles and the officer's personal vehicle while engaged in Village business, except as may be necessary in the performance of duty;
- (b) The illegal possession, use, sale, purchase or delivery of any controlled substance or cannabis at any time and at any place except as may be necessary in the performance of duty;
- (c) Failing to report to the employee's supervisor any known adverse side effect of medication or prescription drugs which the employee may be taking.

Section 18.3 Drug And Alcohol Testing Permitted.

- (a) Reasonable Suspicion Testing.

Where the Village has reasonable suspicion based on personal observation or objective criteria to believe that: (a) an officer is under the influence of alcohol; or (b) has recently abused or is abusing proscribed drugs; or (c) has recently used or is using illegal drugs, the Village shall have the right to require the officer to submit to alcohol or drug testing as set forth in this Agreement. The foregoing shall not limit the right of the Village to conduct any tests it may deem appropriate for persons seeking employment as police officers prior to their date of hire, or upon promotion to another position within the Department.

- (b) Post-Incident Testing.

The Village shall have the right to require an officer to submit to alcohol and drug testing as set forth in this Agreement if an officer:

- (1) Has been involved in a shooting incident in which the officer discharged a firearm resulting in injury to any person.
- (2) Was driving a motor vehicle on duty and was involved in a motor vehicle accident resulting in death or personal injury to any person, or damage to a Village vehicle or another vehicle that requires such vehicle to be towed from the scene.

Officers required to submit to testing under this paragraph must proceed directly to the test site as directed by their supervisor.

(c) Random Testing.

Officers are subject to unannounced random drug and alcohol testing during the course of their employment and while on duty, contingent upon the inclusion of all sworn members of the Department command in the random testing process. Under the random testing process, employees and command staff personnel shall be in the same pool for purposes of random selection from the pool, and each person in the pool will have an equal chance of being selected when a selection is conducted as provided herein.

Each person in the pool shall be assigned a permanent number, and selection of those to be tested shall be determined by a random drawing of the numbers conducted by an outside entity. There may be one random drawing per month with a maximum per drawing of 2 persons that may be selected for testing. Numbers shall be drawn in random fashion. Persons on vacation or other contractually recognized leave or time off who are selected in the random draw shall be returned to the pool and replacement numbers shall be drawn. If an officer's name is drawn for random testing and that officer's name has been previously been drawn during the preceding 365 days, that officer's name shall also be returned to the pool and a replacement number shall be drawn.

Persons who are notified of their selection for testing must proceed directly to the test site. A Village vehicle will be provided for use to officers proceeding to the test site during their normal hours of work. If an officer assigned to midnight shift is required to report to the test site for random testing at

the conclusion of their shift, the officer shall be paid a minimum of two (2) hours pay at one and one-half (1½) times the officers regular rate of pay for time spent reporting to the test site and submitting to the random test.

If the initial result of a test is positive, the person tested will remain at the facility until transportation is provided by the Department.

Section 18.4 Order To Submit To Testing.

Within forty-eight (48) hours of the time the officer is ordered to reasonable suspicion or post-incident testing as authorized by this Agreement, the Village shall provide the officer with a written notice setting forth the facts and inferences which form the basis of the order to test. Refusal to submit to such test may subject the employee to discipline, but the officer's taking of the test shall not be construed as a waiver of any objection or rights that he or she may possess.

Section 18.5 Test To Be Conducted.

In conducting the testing authorized by this Agreement, the Village shall:

- (a) Use only a U.S. HHS certified clinical laboratory or hospital facility which is certified by the State of Illinois to perform drug and/or alcohol testing.
- (b) Ensure that said laboratory or other agent acting on behalf of the Village shall:
 - (1) Establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result.
 - (2) Collect a sufficient sample of the same bodily fluid or material from an officer to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside reserved for later testing if requested by the officer.
 - (3) Collect samples in such a manner as to preserve the individual officer's right to privacy while insuring a high degree of security for the sample and its freedom from adulteration. Officers shall not be witnessed by anyone while submitting a sample except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable suspicion that the officer may attempt to compromise the accuracy of the testing procedure.
 - (4) Confirm any sample that tests positive in initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GC/MS) or an

equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.

- (5) Cut-off levels used to determine whether a sample shall be deemed to have tested positive during the initial and confirmatory screenings shall be consistent with those generally accepted in the scientific community as scientifically and technically reliable. Appendix A sets forth the cut-off levels which are used by the Village. The Village reserves the right to adopt new or different cut-off levels due to changes in technology, however the Village shall not make any change to the cut-off levels set forth in Appendix A without first providing thirty (30) days written notice to the Union of the nature of the change and the reason therefore. Nothing herein shall be deemed to preclude the Village from testing for different substances other than those listed in Appendix A on a case-by-case basis, provided that the generally known and accepted cut-off levels for such substances be utilized.
- (6) Provide the officer tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the officer's choosing, at the officer's own expense; provided the officer notifies the Village within seventy-two (72) hours of receiving the results of the test and that the officer shall be deemed responsible for insuring that said clinical laboratory, hospital and persons acting on their behalf shall follow proper chain of custody procedures to insure the integrity of the sample.
- (c) Require that the laboratory or hospital facility report to the Village that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Village inconsistent with the understandings expressed here (e.g., billings for testing that reveal the nature or number of tests administered), the Village will not use such information in any manner or form adverse to the officer's interests.
- (d) Require that with regard to alcohol testing, for the purpose of determining whether the officer is under the influence of alcohol, test results showing an alcohol concentration of .050 or more based upon the grams of alcohol per 100 millimeters of blood be considered positive (note: the foregoing standard shall not preclude the Village from attempting to show that test results between .01 and .05 demonstrate that the officer was under the influence, but the Village shall bear the burden of proof in such cases).
- (e) Provide each officer tested with a copy of all information and reports received by the Village in connection with the testing and the results.
- (f) Insure that no officer is the subject of any adverse employment action except emergency temporary reassignment or relief of duty during the pendency of any testing procedure.

Section 18.6 Right To Contest.

If disciplinary action is not taken against any employee based in whole or in part upon the results of a drug or alcohol test, the Union and/or the officer, with or without the Union, shall have the right to

file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the test, the right to test, the administration of the tests, the significance and accuracy of the test, or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. Further, if disciplinary action is taken against an officer based in part upon the results of a test, then the Union and/or the officer, with or without the Union, shall have the right to file a grievance as provided in Section 14.6 of this Agreement. Any evidence concerning test results which is obtained in violation of the standards contained in this article shall not be admissible in any arbitration proceeding involving the officer.

Section 18.7 Voluntary Request For Assistance.

The Village shall take no adverse employment action against any officer who, prior to being ordered to submit to reasonable suspicion testing or random testing, or prior to an occurrence that results in an officer being subject to post-incident testing, voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Village may require reassignment of the officer with pay if he is unfit for duty in his current assignment. The foregoing is conditioned upon:

- (a) The officer agreeing to appropriate treatment as determined by the physician(s) involved;
- (b) The officer discontinues his use of illegal drugs or abuse of alcohol;
- (c) The officer completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;
- (d) The officer agrees to submit to random testing during hours of work during the period of "after-care."

Officers who do not agree to or act in accordance with the foregoing shall be subject discipline, up to and including discharge. This Article shall not be construed as an obligation on the part of the Village to retain an officer on active status throughout the period of rehabilitation if it is appropriately determined that the officer's current use of alcohol or drugs prevents such individual from performing

the duties of a police officer or whose continuance on active status would constitute a direct threat to the property and safety of others. Such officer shall be afforded the opportunity, at his option, to use accumulated paid leave or take an unpaid leave of absence pending treatment.

ARTICLE XIX - SAVINGS CLAUSE

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, section or portion thereof specifically specified in the board, agency or court decision or legislation and the remaining parts or portions of this Agreement shall remain in effect.

ARTICLE XX - COMPLETE AGREEMENT

This Agreement constitutes the complete and entire Agreement between the parties. This Agreement supersedes and cancels all prior practices and agreements, both written or oral. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Union voluntarily and unqualifiedly waives its right to demand bargaining for changes with respect to any matter not covered by this Agreement even though each subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement. Notwithstanding the foregoing, this paragraph does not waive the Union's right to impact bargaining over any subject or matter not referred to or covered in this Agreement which is a mandatory subject of bargaining.

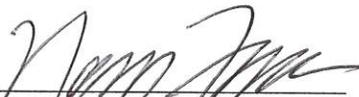
ARTICLE XXI - DURATION AND TERM OF AGREEMENT

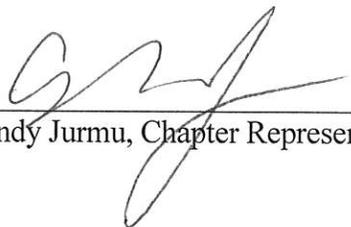
This Agreement shall be effective from and after January 1, 2019 and shall remain in full force and effect until 11:59 p.m. on the 31st day of December, 2021. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred twenty (120) 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 seventy-five (75) days prior to the anniversary date unless the parties mutually agree otherwise.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) day's written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

Executed this ____ day of March, 2019.

Illinois Council of Police


Norm Frese, President


Andy Jurmu, Chapter Representative

VILLAGE OF WILMETTE


Robert T. Bielinski, Village President

ATTEST:


Timothy J Frenzer, Village Clerk

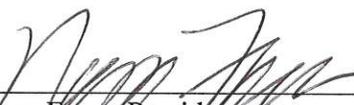
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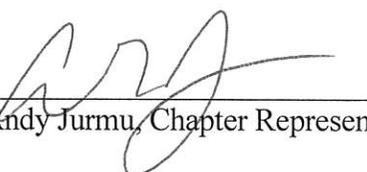
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Executed this ____ day of March, 2019.

Illinois Council of Police

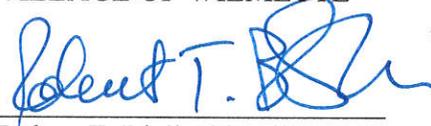


Norm Frese, President



Andy Jurmu, Chapter Representative

VILLAGE OF WILMETTE



Robert T. Bielinski, Village President

ATTEST:



Timothy J Frenzer, Village Clerk

APPENDIX A

Drug Testing Cut-Off Levels

Medical Group

*Corporate and Occupational
Health Services*

2150 Pfingsten Road Suite 3000
Glenview, IL 60026
www.northshore.org
Phone (847) 657-1700
Fax (847) 657-1715

MOST COMMONLY REQUESTED DRUG TESTING PANELS AVAILABLE

<u>7-PANEL ANALYTE</u>	<u>SCREEN CUTOFF</u>	<u>CONFIRMATION CUTOFF</u>
Amphetamines	500 ng/mL	250 ng/mL
Cocaine metabolite	150 ng/mL	100 ng/mL
Marijuana metabolite	50 ng/mL	15 ng/mL
Opiates	2000 ng/mL	2000 ng/mL
Phencyclidine	25 ng/mL	25 ng/mL
MDA-Analogues	500 ng/mL	250 ng/mL
6-Monoacetylmorphine	10 ng/mL	10 ng/mL
<u>10- PANEL</u>		
Amphetamines	1000 ng/mL	500 ng/mL
Cocaine metabolite	300 ng/mL	150 ng/mL
Marijuana metabolite	50 ng/mL	15 ng/mL
Opiates	300 ng/mL	300 ng/mL
Phencyclidine	25 ng/mL	25 ng/mL
Barbiturates	300 ng/mL	200 ng/mL
Benzodiazepines	300 ng/mL	200 ng/mL
Methadone	300 ng/mL	200 ng/mL
Methaqualone	300 ng/mL	200 ng/mL
Propoxyphene	300 ng/mL	200 ng/mL
<u>11- PANEL</u>		
Amphetamines	1000 ng/mL	500 ng/mL
Cocaine metabolite	300 ng/mL	150 ng/mL
Marijuana metabolite	50 ng/mL	15 ng/mL
Opiates	300 ng/mL	300 ng/mL
Phencyclidine	25 ng/mL	25 ng/mL
Barbiturates	300 ng/mL	200 ng/mL
Benzodiazepines	300 ng/mL	200 ng/mL
Methadone	300 ng/mL	200 ng/mL
Methaqualone	300 ng/mL	200 ng/mL
Propoxyphene	300 ng/mL	200 ng/mL
Oxycodones (oxymorphone & oxycodone)	100 ng/ml	100 ng/ml

APPENDIX B

Dues Check Off

APPENDIX C

Salaries (2019-2021)

Appendix C-1

Police Officers Hired Prior to 1/1/13

							Longevity	Longevity	Longevity	Longevity
<u>Year</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	"A"	"B"	"C"	"D"
2018	76,174	79,750	83,499	87,422	91,534	95,833	99,187	101,270	103,395	105,570
1/1/2019	78,078	81,744	85,586	89,608	93,822	98,229	101,667	103,802	105,980	108,209
1/1/2020	79,835	83,583	87,512	91,624	95,933	100,439	103,955	106,138	108,365	110,644
1/1/2021	81,831	85,673	89,700	93,915	98,331	102,950	106,554	108,791	111,074	113,410

Appendix C-2

Police Officers Hired after 1/1/13

<u>Year</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>
2018	75,718	78,747	81,109	83,543	86,049	88,629	91,289	94,026	96,848	99,753
1/1/2019	77,611	80,716	83,137	85,632	88,200	90,845	93,571	96,377	99,269	102,247
1/1/2020	79,357	82,532	85,008	87,559	90,185	92,889	95,676	98,545	101,503	104,548
1/1/2021	81,341	84,595	87,133	89,748	92,440	95,211	98,068	101,009	104,041	107,162

APPENDIX D

Side Letter

Village of Wilmette and Illinois Council of Police

February 19, 2019

Side Letter

Officers Assigned Twelve Hour Shifts

In order to implement 12-hour shifts for substantially all officers assigned to patrol, the Village of Wilmette and Illinois Council of Police have agreed to a non-precedential pilot program. Accordingly, in lieu of Sections 9.1, 9.2, 9.3, and 16.1 of the parties' collective bargaining agreement, the parties agree to the following understandings:

Officers Assigned to Twelve (12) Hours Shifts

1. Shifts. Each twenty-four (24) hour day shall consist of two (2) twelve (12) hour shifts, i.e., the day shift and the evening shift. Both the day shift and the night shift will consist of officers assigned to one of two teams, i.e., an A team and a B team. The normal hours for the day shift shall be 6:30 a.m. to 6:30 p.m. The normal hours for the night shift shall be 6:30 p.m. to 6:30 a.m. The normal shift starting time for any officer assigned an early car may be scheduled to begin the shift up to one (1) hour earlier than the normal shift starting time. Roll call, if any, shall not begin prior to commencement of the twelve (12) hour shift.
2. Normal Duty Day. The normal work day shall normally consist of twelve (12) hours, including one forty-five (45) minute paid meal period and two (2) fifteen (15) minute paid breaks. The shift supervisor shall schedule breaks based on the then existing operational needs of the Department. Employees remain subject to call during all break and meal periods. If an employee is not able to complete a break or meal period as a result of a call or the assignment of other duties, the remaining break or meal period shall be rescheduled for a later time, and the rescheduling shall not result in the payment of any overtime, compensatory time or additional compensation.
3. Work Period and Duty Cycle. A work period shall consist of twenty-eight (28) days and shall be composed of two (2) fourteen (14) day duty cycles. . Officers will not normally be scheduled to work more than three (3) days in a row (excludes: hire-back, special events, emergency callback, training, special duty and other similar situations requiring schedule modifications)
4. Adjustments to Duty Cycle. In order to reduce the hours of work in each duty cycle to eighty (80) hours, the Deputy Chief will try to schedule an extra 12 hour day off within the 6 week duty cycle. This 12 hour day off may be reduced as a result of three or more scheduled 8 hour days. Up to 2 eight hour scheduled training days are considered full duty days. Any training assignment of 3 days or more, each day will be treated as 8 hour days.

This day off will be scheduled by the Deputy Chief. Officers may request to have this day off moved. Reassignment of this day off is contingent on the approval of the Deputy Chief or his designee. The Deputy Chief shall make a reasonable attempt to accommodate requests based upon the operational needs of the department.

This day off can be substituted for previously approved Holiday, Vacation or Comp time.

This will be at no cost to the Village.

This will be non-grievable.

5. Shift Selection. In each September, all sworn officers shall present to the Schedule Administrator, in order of preference, their requests for shift assignment. The shift selections will be based on seniority until the first 104 slots of either shift (Days or Evenings) is filled. As with current practice, the administration will attempt to grant requests for shift placement so as long as it does not create hardships for other officers' day off patterns or delivery of police service. Additional adjustments to officers' requests may need to be made based on the necessity to be placed into one (1) of the two (2) teams. The Village reserves the right of team assignment based on the need of police service. When there is a change of an officer's shift, the officer shall have at least twelve (12) hours off from the end of the officer's shift to the beginning of the officer's new shift. To provide for this, an officer's regular day off may be adjusted.

Prior to selection, the Chief shall designate the number of patrol officers to be assigned to each of the shifts.

The Village and the Union will formulate a committee to work toward a resolution of seniority weight by June 1, 2019. If the parties cannot reach an agreement, the Village reserves the right to make unilateral changes to the scheduling procedures.

6. Court Appearances. Officers working the day (A.M.) shift will not be allowed to switch days off within their own schedules or trade work days, shifts or days off with other officers, if the switch or trade would cause any of the officers involved to have to attend their scheduled court call on an overtime basis. Officers working the day (A.M.) shift scheduled for court call may switch or trade partial days off as long as such will not cause any officer involved to attend the scheduled court call on an overtime basis. Officers needing these days off, rather than switching or trading days off, may utilize available leave time subject to approval by the Department based upon manpower requirements.

Officers Assigned to Ten (10) Hour Shifts (Mission Team)

1. In order to supplement manpower during the higher call for service times, patrol and investigations tactical operations, traffic details and other special operations as deemed necessary by the Deputy Chief or Designee, two (2) officers may be scheduled to work on the basis of a ten (10) hour schedule. The selection process for this position will be made by the Department and may include an application, interview and input from Staff. Generally, the selection and assignment of the two (2) officers to the Mission Team will be made prior to the commencement of the shift selection for twelve (12) hour shifts.
2. Normal Duty Day. The normal work day shall normally consist of ten (10) hours, including one thirty (30) minute paid meal period and two (2) fifteen (15) minute paid breaks. The shift supervisor shall schedule breaks based on the then existing operational needs of the Department. The shift supervisor shall schedule breaks based on the then existing operational needs of the Department. Employees remain subject to call during all break and meal periods. If an employee is not able to complete a break or meal period as a result of a call or the assignment of other duties, the remaining break or meal period shall be rescheduled for a later time, and the rescheduling shall not result in the payment of any overtime, compensatory time or additional compensation.

3. Work Period and Duty Cycle. A work period shall consist of twenty-eight (28) days and will be composed of two (2) fourteen (14) day duty cycles. Officers shall normally be assigned eight (8) ten (10) hours shifts in each fourteen (14) day duty cycle.

Day Off and Shift Switches

1. Officers may request to switch their workdays and days off within their own scheduled work periods. If approved, switches will be completed within the same six week cycle with the approval of Patrol Commander or designee. Officers will not work more than five (5) days in a row due to switches without supervisory approval.
2. Officers may request to trade their shifts with other officers. If approved, the officers involved will complete the trade within the same day off group. Only officers working the same number of shift hours will be allowed to trade. Officers will not work a "double shift" due to a trade and will not work more than five days in a row due to trades without supervisory approval. Trades may not negatively impact the Shifts.
3. All Day Off and Shift Switches are subject to approval of the Police Chief or his designee.

Changes to Work Schedules

1. If determined necessary to meet the needs of the Department based on staffing requirements per shift, emergency situations, training commitments, assignments to investigations, community relations, and/or other temporary needs or requirements, changes or adjustments may be made to shifts and/or work schedules. The Village will provide reasonable notice prior to changes in work schedules.
2. Regular days off may be adjusted to accommodate training days, per current practice.

The scheduling of shifts and shift hours for probationary employees shall continue to be in the discretion of the Department.

FLSA Considerations

For purposes of the Fair Labor Standards Act (FLSA), a tour of duty for patrol officers is defined by Section 7K of the FLSA as one hundred seventy one 171 hours with a work period of twenty-eight (28) days.

Benefit Time

In order to accommodate twelve-hour and ten-hour shifts, all benefit and accrued time will be converted to hours as follows:

- Emergency Leave (Section 10.4 (a)) -- 24 hours rather than three days.
- Funeral Leave (Section 10.4 (b)) -- 24 hours rather than three consecutive days.
- Vacation Leave (Article XI) -- Each day of vacation leave will be converted to eight (8) hours of vacation leave. Example: 10 days of vacation leave will convert to 80 hours of vacation leave.
- Holidays (Article XVII) -- 96 hours of floating time off rather than 12 floating holidays.

Officer-in-Charge

If an employee works from one to six hours on a 12-hour shift as an Officer-in-Charge, the employee shall receive a total of one hour's pay at a rate of one and one-half (1 & ½) times the employee's regular rate of pay. If the employee works more than six hours on a 12-hour shift as an Officer in Charge, the employee shall receive a total of two hours pay at a rate of one and one-half (1 & ½) times the employee's regular rate of pay. (Revises Section 12.2)

Special Qualifications Stipend

In order to accommodate twelve-hour and ten-hour shifts, officers acting in the capacity of a Field Training Officer (F.T.O.) shall receive two and one half (2 1/2) hours of pay at the employee's regular rate of pay for each ten (10) hour shift worked in this capacity and three (3) hours pay at the employee's regular rate of pay for each twelve (12) hour shift worked. (Revises Section 12.3)

Officers Assigned to Administrative or Detective Duties.

Officers assigned to administrative or detective duties (including the School Resource Officer) shall continue to be scheduled in accordance with the provisions of Article IX of the parties' collective bargaining agreement.

Additional Understandings

1. This MOU shall not be (1) considered precedential, or (2) deemed to establish the status quo. Nor may it be introduced into evidence by either party in any interest arbitration proceedings between the parties.
2. This Side Letter shall be maintained separate and apart from the parties' collective bargaining and, accordingly, shall not be attached to the parties' collective bargaining agreement.

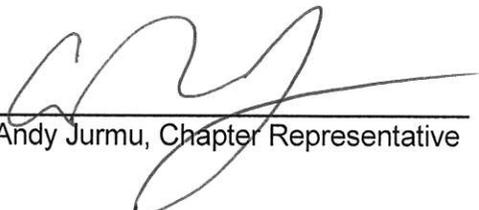
Term of Agreement

Unless the parties mutually agree in writing to extend this pilot program with or without changes, this MOU shall sunset for all purposes on December 31, 2021. In such event, the normal work schedule in effect as of January 1, 2012, shall resume.

Illinois Council of Police



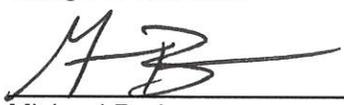
Norm Frese, President



Andy Jurmu, Chapter Representative

Date:

Village of Wilmette



Michael Braiman
Assistant Village Manager