

AGREEMENT

VILLAGE OF CARY

AND

FRATERNAL ORDER OF POLICE LABOR COUNCIL,

LODGE #231

MAY 1, 2015 – APRIL 30, 2019

**All Side Letters to the Agreement Dated Prior to
April 30, 2015 are No Longer Valid**

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PREAMBLE

THIS AGREEMENT entered into by the VILLAGE OF CARY, ILLINOIS (hereinafter referred to as the Village or the Employer) and the FRATERNAL ORDER OF POLICE LABOR COUNCIL, LODGE #231, (hereinafter referred to as the Labor Council), is in recognition of the Labor Council's status as the representative of the Village's full-time non-supervisory sworn peace officers and has as its basic purposes the promotion of harmonious relations between the Village and the Labor Council; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of an agreement covering rates of pay, hours of work and conditions of employment applicable to the bargaining unit employees. Therefore, in consideration of the mutual promises and agreements contained in this Agreement, the Employer and the Labor Council do mutually promise and agree as follows:

ARTICLE 1 RECOGNITION

Section 1.1 Recognition The Village recognizes the Labor Council as the sole and exclusive collective bargaining representative for all full-time sworn peace officers (hereinafter referred to as officers or employees), but excluding all confidential, supervisory and managerial employees of the Department and all other employees of the Village, for the purpose of collective bargaining as provided in the Illinois Public Labor Relations Act.

Section 1.2 Fair Representation The Labor Council recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit, whether or not they are members of the Labor Council.

Section 1.3 Lodge #231 Officers For purposes of this Agreement, the term Lodge #231 officers shall refer to the Lodge #231's duly elected president, vice-president, secretary and treasurer.

ARTICLE 2 LABOR COUNCIL SECURITY AND RIGHTS

Section 2.1 Dues Check-Off While this Agreement is in effect, the Village will deduct from each employee's paycheck a proportion of the uniform, regular monthly Labor Council dues for each employee in the bargaining unit who has filed with the Village a voluntary, effective check-off authorization form. If a conflict exists between that form and this Article, the terms of this Article and Agreement control. A Labor Council member desiring to revoke the dues check-off may do so by written notice to the Village at any time within thirty (30) days of this contract's expiration date. The actual dues amount deducted, as determined by the Labor Council shall be a uniform sum of money for each employee in order to ease the Village's burden of administering this provision.

If the employee has no earnings due for that period, the Labor Council shall be responsible for collection of dues. The Labor Council agrees to refund to the employee any amounts paid to the Labor Council in error on account of this dues deduction provision. The Labor Council may change the fixed uniform dollar amount which will be considered the regular monthly fees once

each year during the term of this Agreement. The Labor Council will give the Village sixty (60) days' notice of any such change in the amount of uniform dues to be deducted.

Section 2.2 Fair Share Any present employee who is not a member of the Labor Council shall be required to pay a fair share (not to exceed the amount of the Labor Council dues) of the cost of the collective bargaining process, contract administration in pursuing matters effecting wages, hours of work, and other conditions of employment, but not to exceed the amount of dues uniformly required of members. All employees covered in the bargaining unit hired on or after the effective date of this Agreement and who have not made application for membership shall, on or after the thirtieth (30th) day of their hire, also be required to pay a fair share as defined above. The Employer shall, with respect to any employee in whose behalf the Employer has not received a written authorization as provided for above, deduct from the wages of the employee the fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount to the Labor Council on the tenth (10th) day of the month in which the deduction is made, subject only to the following:

- (a) The Labor Council has certified to the Employer that the affected Employee has been delinquent in his obligation for at least thirty (30) days;
- (b) The Labor Council has certified to the Employer that the affected employee has been notified in writing of the obligation and the requirement for each provision of this Article, and that the employee has been advised by the Labor Council of the manner in which the Labor Council has calculated the fair share fee;
- (c) The Labor Council has certified to the Employer that the affected employee has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded the opportunity to have said objections adjudicated before an impartial arbitrator assigned by the employee and Labor Council for the purpose of determining and resolving any objections the employee may have to the fair share;
- (d) The Labor Council and the Employer agree that the basis for dispute of an affected employee under this Article shall be governed by the Hudson decision and that nothing in this Article shall violate the terms therein.

Section 2.3 Lodge Indemnification The Labor Council shall indemnify, defend and save the Village harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the Village in complying with the provisions of this Article. If an improper deduction is made, the Labor Council shall refund directly to the employee any such amount and shall notify the Village at least five (5) days prior to the issuance of the next payroll check.

Section 2.4 Labor Council Use Of Bulletin Board The Village will make available space on a bulletin board for the posting of official Labor Council material of a non-political, non-inflammatory nature. The Labor Council will limit the posting of Labor Council material to such

bulletin board, with prior approval of the Police Chief or the Chief's designee, which approval will not unreasonably be withheld. Only the Labor Council Officers may tender Labor Council material for posting.

ARTICLE 3 LABOR-MANAGEMENT AND SAFETY MEETINGS

Section 3.1 Meeting Request The Labor Council and the Village agree, in the interest of efficient management and harmonious employee relations, that meetings be held if mutually agreed between the Labor Council representatives and responsible administrative representatives of the Employer. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a labor-management meeting or safety meeting.

Section 3.2 Content. It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure and shall supplement, but not replace, the Police Chief's open door policy.

Section 3.3 Attendance Attendance at labor-management meetings shall be voluntary on the employee's part, and attendance during such meetings shall not normally be considered time worked for compensation purposes. Attendance by bargaining unit members at such meetings shall not interfere with required duty time. If the Police Chief requests or agrees to a meeting during the employee's duty time, such time shall be considered time worked for compensation purposes.

ARTICLE 4 MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, services and missions of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to contract out for goods and services; to determine the methods, means, organizations and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to establish performance standards; to discipline, suspend and/or discharge non-probationary employees for just cause; to change or eliminate existing methods, equipment or facilities or introduce new ones; to take any and all actions as may be necessary to carry out the mission of the Village and the Police Department in the event of civil emergency as may be declared by the Village President or Mayor, the Village Administrator, Police Chief or other authorized designees; to determine, in the sole discretion of the Village President or Mayor, that civil emergency conditions exist, which may include, but are not limited to, riots, civil disorders, tornado conditions, floods or other catastrophes; and to carry out the mission of the Village; provided, however, that the exercise of any of the above rights shall not conflict with any of the express

written provisions of this Agreement and shall be subject to the Labor Council's rights as set forth in Section 4 of the Illinois Public Labor Relations Act, 5 ILCS 315/4, and as modified by Article 27 of this Agreement.

ARTICLE 5 HOURS OF WORK AND OVERTIME

Section 5.1 Application of Article This Article is intended only as a basis of calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.

Section 5.2 Work Schedule The Village of Cary agrees to continue to utilize the six (6) on and three (3) off, eight and one half (8-1/2) hours rotating day off work schedule for police officers assigned to patrol. This shall include a thirty (30) minute paid lunch and two (2) paid fifteen (15) minute paid work breaks with the officer available to respond to an emergency. An alternative five (5) on and two (2) off eight (8) hour schedule shall be utilized for bargaining unit members not assigned to patrol. These schedules are subject to the following conditions:

- (a) Schedule Changes and Adjustments. It is understood that schedule changes may be necessary from time to time to accommodate department needs in response to the loss of staff hours due to sickness, injury, leave of absence, FMLA, resignation, retirement, termination, etc., that is planned or anticipated to extend beyond twenty-one (21) calendar days. Such schedule changes will be made by the Police Chief or the Chief's designee. Except in cases of emergency, reasonable notice shall be provided to the officer(s) affected.
- (b) Requests for Time Off. All requests for vacation or personal time shall be in writing on the form used by the Department for such purpose and shall normally be submitted at least three (3) days in advance. Requests for a single compensatory time off day, personal day or vacation day may be submitted up to two (2) hours prior to the Officer's scheduled work day with approval from the on-duty supervisor. The shift supervisor(s) shall indicate his or her recommendation to the Deputy Chief on the form along with his or her initials and the date. The form will be forwarded to the Deputy Chief, or the Deputy Chief's designee, for a determination.
- (c) Vacation, Personal and Sick Time. Vacation time, personal time and sick time will be earned in eight (8) hour increments. Recording of such time will be made in hours rather than days for ease of record keeping. It is understood that while Officers work an 8-1/2 hour day, benefit time will be charged at an eight (8) hour rate. Examples are provided below:

1 earned vacation day	=	8 hours
1 earned sick day	=	8 hours
1 earned personal day	=	8 hours
1 earned holiday	=	8 hours

- (d) Overtime Approval. No overtime shall be authorized in order to accommodate an officer's request for the use of benefit time except under extraordinary circumstances determined by the Police Chief.
- (e) Contact Information. All officers are required to provide a contact number so they may be contacted by the Department. In cases of emergency, officers must respond to calls within one (1) hour of the call. The supervisor attempting to contact an officer during what is considered an emergency shall leave a message indicating that the officer is required to return the phone call within one (1) hour.

Section 5.3 Overtime Pay

- (a) When an employee works in excess of his fully worked regular schedule in a two (2) week pay period, subject to the provisions set forth below, he shall receive overtime at the rate of one and one-half (1-1/2) times his regular rate of pay for all such excess hours worked.
- (b) Overtime pay shall be paid in fifteen (15) minute segments as set forth in the regulations under the Fair Labor Standards Act (FLSA). For purposes of this Article, time worked shall include only that time spent on duty and shall not include any time which is compensated but not actually worked except that paid vacations, personal days and compensatory days off shall be considered hours worked for purposes of this Section. Work schedules shall not be changed or altered for the principal purpose of avoiding overtime payments under this Agreement, unless the adjustment is made to accommodate training. Any day-off changes will be mutually agreed upon with the officer.
- (c) The six (6) on, three (3) off, eight and one-half (8-1/2) hours schedule (including a thirty (30) minute paid lunch and two (2) fifteen (15) minute paid work breaks with the officer available to respond to an emergency) is instituted with the understanding that it will not generate any scheduled overtime for employees. This schedule produces only 2,068 hours of work per twelve (12) month period. It is understood that each employee will not have to make up the twelve (12) hours of straight-time work above and beyond the 2,068 hours. However, for purposes of calculating each employee's overtime rate of pay, each employee will be considered to have worked 2,080 hours per year.
- (d) The Village follows a 14-day work cycle for purposes of Section 7(k) of the Fair Labor Standards Act. Any six (6) on three (3) off scheduled hours (as defined in Section 5.2) for the 14-day work cycle are considered regular hours of work.

Section 5.4 Court Time Employees who would otherwise be off-duty shall be compensated for all hours worked when appearing in court on behalf of the Village in the capacity of a commissioned officer, or when preparing for an off-duty court appearance in the presence of a prosecuting attorney. Off duty lunch periods shall not be counted toward hours worked. Court hours shall be counted toward the determination of overtime pay as provided in Section 5.3. Employees will be paid at a minimum of three (3) hours at one and one-half (1-1/2) times the employee's straight-time hourly rate of pay for all off-duty court time worked outside regularly

scheduled hours in a single day, or for actual time spent, whichever is greater, unless the time extends into his/her regular work shift, or is an extension of his/her regular work shift. For any court time extending into or extending from a regular work shift, the employee will be paid one and one-half (1-1/2) times the employee's straight time hourly pay rate for the actual time spent at court. Employees who have received notice that they are required to appear in court on what would be their regular scheduled day off will be paid one (1) hour of court time at one and one half (1 ½) times their straight time hourly pay if their appearance is determined not to be required, unless they are notified by 9:00 a.m. on the date of the scheduled appearance that their appearance is no longer required.

Section 5.5 Call-Back Pay An employee called back to work after having left work shall receive a minimum of two (2) hours pay unless the time extends to his regular work shift or unless the individual is called back to rectify his own error.

Section 5.6 Required Overtime The Police Chief or the Chief's designee shall have the right to require overtime work and officers may not refuse overtime assignments. The Police Chief or the Chief's designee will consider Village and employee needs and any special circumstances when assigning overtime work. Overtime assignments fall under the following categories and will be assigned as described below:

A. Next Shift Vacancy

The hiring back of police officers for a next shift vacancy (such as sick time coverage) shall be determined by seniority of the officers who are working at the time the need arises. The assignment will be split between the officers working at the time and the officers scheduled to work the shift immediately following the shift experiencing the shortage. The same seniority process shall govern both selections. If the vacancy is not filled by this process of selection, then an inverse seniority order will be used to determine the Officer who must fill the vacancy. (For example, if coverage is needed for a Day shift, the officers who are on duty at that time on the Night shift shall, by order of seniority, be offered the overtime for the first half of the Day shift. If no on-duty officer accepts the overtime, the least senior officer on duty will be required to hold over for the first half of the Day shift. The same seniority process will be followed by offering officers scheduled to work the Afternoon shift that day, the second half of the Day shift by arriving early for their scheduled shift. If no officer accepts the assignment, the least senior officer scheduled to work the Afternoon shift will be required to come in early for their scheduled shift to cover the last half of the Day shift.) The first Officer to accept the assignment will be granted the overtime regardless of whether a more senior officer calls back after the initial acceptance of the assignment by another officer. This procedure will also be followed in the event that extra staffing is required to supplement a shift experiencing excessive call volume or other cases where the shift Sergeant or Officer-in-Charge determines that the additional staffing is needed to provide the required level of service. The number of additional officers from the oncoming shift or holdover requirements will be determined by the needs of the circumstance.

B. Advance Shift Overtime (posted)

For vacancies known in advance (more than 24 hours prior to the vacancy and posted for sign-up), the overtime will be granted to the most senior officer signing up for the overtime, provided that no officer will be allowed to work two full shifts back-to-back. If a full shift is required, the overtime will be posted in two portions – the first half of the shift and the second half. An officer who is not working that day may sign up for both halves. An officer who is working that day may sign up for one half. An officer able to sign for the entire shift will have priority over officers working ½ shifts.

C. Advance Overtime – Non-Shift Overtime

For any other advanced overtime, such as special events, grants, etc., overtime will be posted for sign up and will be granted on a seniority basis.

D. Exceptions

In cases of emergencies or critical incidents requiring additional staffing, the Police Chief or the Chief's designee may order Officers in as needed and determined by the situation. If time permits, off duty Officers will be called in order of actual seniority and offered the overtime. If time does not permit, or special qualifications are required, the Police Chief or the Chief's designee may use any means available to fill the required staffing needs. Overtime that is incurred as a result of investigations shall not be subject to the overtime bidding process, but instead shall be assigned by the Police Chief to an employee assigned to the Investigations Section.

E. School Resource Officer (SRO)

The School Resource Officer (SRO) shall be assigned all overtime assignments for School District 155. Additional overtime assignments shall be subject to the same bidding process as provided in Section "C".

F. Remedy

If an officer demonstrates that he/she did not receive an overtime assignment that they were entitled to as provided by this section, the officer shall schedule with the supervisor and Deputy Chief a mutually agreed upon, planned overtime assignment of a similar nature in equal hours to the inadvertently missed overtime to compensate for the missed time.

Section 5.7 Meal and Break Periods Employees shall receive a paid thirty (30) minute lunch break and two (2) paid fifteen (15) minute work breaks during which they are available to respond to an emergency. It is recognized that duty related activities may prohibit or interrupt the taking of a lunch or work break; no further compensation or break time will be provided if such an interruption occurs.

Section 5.8 No Pyramiding Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

Section 5.9 Travel Time Time spent traveling to schools, training classes, meetings or other Department assigned business within a forty (40) mile radius of the Department headquarters shall be considered "commute time" as provided in the Fair Labor Standards Act and shall not be compensable unless mutually agreed upon by the officer and the Police Chief or the Chief's designee. This shall exclude training or coursework at Northwestern University in Evanston, Illinois.

Section 5.10 Shift Assignments and Bidding The Police Chief shall assign officers to the various shift groups, utilizing the process outlined below, in order to provide consistent levels of service to the community through a reasonable balance of experience, training, specialties and other factors. These assignments shall be made at the ultimate discretion of the Police Chief and shall not be subject to the grievance procedure, except where the Labor Council contends that the Department has acted in an arbitrary or capricious manner.

Officers assigned to patrol duties shall be permitted to bid for their shifts annually during the first week of September and not later than October 1. Officers shall be notified of their shift selections within 2 weeks after the completion of the bidding.

Officers will select, by seniority, four shift rotations for the next calendar year. Each rotation shall consist of a three (3) month time period.

Only officers who are assigned to patrol duties and who have completed twenty four (24) months of service shall be permitted to participate in the bidding.

Selections shall become effective not later than the second week of January, subject to the authority of the Police Chief to take steps necessary to have an appropriate balance of experience, skill and/or ability on the shifts. After the bidding process, should the Police Chief reasonably determine an appropriate balance of experience, skill and/or ability has not been achieved by the bidding, it is understood that re-assignment(s) shall be made by the Police Chief by re-assigning the most junior officer who the Police Chief feels possesses the desired experience, skill and/or ability. As stated above, such reassignments shall not be subject to the grievance procedure, except where the Labor Council contends that the Police Chief has acted in an arbitrary or capricious manner.

It is understood that if re-assignment(s) is/are required in order to achieve a balance of experience within a given shift, the Police Chief shall first seek a volunteer to secure said balance.

Shift assignments shall not preclude the Police Chief from adjusting an officer's work schedule in order to provide remedial training.

Should an officer not assigned to patrol duties be transferred to patrol duties after the date bids are made, that officer shall be assigned to the vacancy created by the officer replacing him/her

in the previously held non-patrol assignment until the next bid date at which time he/she shall participate pursuant to the above. If there is no vacancy, the officer shall be placed on a shift of his or her choosing.

Officers wishing to trade shifts with another officer during the year may submit their request in writing to their Sergeant for review. The Sergeant will review the request and forward a recommendation to the Deputy Chief. The Deputy Chief will review the request and the Sergeant's recommendation, and make a final decision. It is understood that such shift trades may result in one or both of the officer's day off cycle being adjusted, which will not result in the Department paying overtime to either officer if the trade is approved.

Officers wishing to trade a single day or a portion of a single day with another officer shall obtain approval from their Sergeant. Such single day trades or portion of single day trades should take place within a twenty-eight (28) day period.

ARTICLE 6 DISCIPLINE

Section 6.1 Imposition and Review of Discipline The Police Chief is hereby granted authority directly or through the Chief's designee to impose discipline upon sworn members of the Police Department who are members of the bargaining unit. For non-probationary employees, such discipline shall only be imposed for just cause, and may include, but not be limited to, verbal or written warnings, suspensions with or without pay of whatever length and/or termination. Where minor offenses are involved, the principles of progressive discipline normally will be followed by the Police Chief or his designee(s). Probationary employees may be disciplined without cause and without review under the grievance procedure.

Any discipline imposed upon post-probationary employees by the Police Chief or his designee greater than a written reprimand is subject to review under the grievance procedure, including under Section 7.3, Arbitration. The parties specifically agree that employees covered by this Agreement waive and shall no longer possess any right to have discipline which is imposed upon them be reviewed by the Village of Cary Board of Police Commissioners.

Section 6.2 Written Notice The Village shall notify the employee in writing of any disciplinary action taken against the employee. Such notice shall reflect the nature of the offense, the discipline imposed and the direction to the employee for future behavior.

ARTICLE 7 GRIEVANCE PROCEDURE

Section 7.1 Definition A grievance is defined as a dispute or difference of opinion raised by an employee or the Labor Council against the Village involving an alleged violation or misapplication of an express provision of this Agreement.

Section 7.2 Procedure A grievance filed against the Village shall be processed in the following manner:

STEP 1: Any employee who has a grievance, or the Labor Council if a Labor Council grievance, shall submit the grievance in writing to a Sergeant designated to receive a grievance specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than ten (10) business days from the date of the occurrence of the matter giving rise to the grievance or within (10) business days after the employee, through the use of reasonable diligence, should have obtained knowledge of the occurrence of the event giving rise to the grievance. The Sergeant, or his designee, shall render written response to the grievance within ten (10) business days after the grievance is presented.

STEP 2: If the grievance is not settled at Step 1 and the employee, or the Labor Council if a Labor Council grievance, wished to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Deputy Chief within ten (10) business days after receipt of the Sergeant's answer in Step 1, or within ten (10) business days of the time when such answer would have been due. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Deputy Chief shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance with the grievant and an authorized Labor Council representative, if one is requested by the employee, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Deputy Chief shall provide a written answer to the grievant, or to the Labor Council if a Labor Council grievance, within ten (10) business days following their meeting.

STEP 3: If the grievance is not settled at Step 2 and the Labor Council desires to appeal, it shall be referred by the Labor Council in writing to the Police Chief within ten (10) business days after receipt of the Village's answer in Step 2. Thereafter, the Police Chief shall meet with the grievant, the Labor Council representative, and an outside, non-employee representative of the Labor Council, if desired by the employee, within ten (10) business days of receipt of the Labor Council's appeal, but in no event longer than thirty (30) days. If no agreement is reached, the Police Chief shall submit a written answer to the Labor Council within ten (10) business days following the meeting.

Section 7.3 Arbitration If the grievance is not settled in Step 3 and the Labor Council wishes to appeal the grievance from Step 3 of the grievance procedure, the Labor Council may refer the grievance to arbitration, as described below, within ten (10) business days of receipt of the Villages written answer as provided to the Labor Council at Step 3:

- (a) The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said five (5) day period, the parties shall jointly request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of seven (7) arbitrators who shall all be members of the National Academy of Arbitrators. Each party retains the right to reject one (1) panel in its entirety and request that a new panel be submitted. Both the Village and the Labor Council agree that the striking of names from the panel shall be alternating, with the party striking first to be determined by a coin toss. The person remaining shall be the arbitrator.
- (b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to availability of the Labor Council and Village representatives and witnesses.
- (c) The Village and the Labor Council shall have the right to request the arbitrator to require the presence of witnesses and documents. The Village and the Labor Council retain the right to employ legal counsel.
- (d) The arbitrator shall submit his/her decision in writing 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 if both parties mutually agree in writing.
- (f) The fees and expenses of the arbitrator and the cost of a written transcript, if any shall be divided equally between the Village and the Labor Council; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 7.4 Limitations on Authority of Arbitrator The arbitrator shall have no right to amend, modify, nullify, ignore, add to, subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the questions of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provision of this Agreement. The arbitrator shall be empowered to determine only the issue(s) (but not facts) raised by the grievance as submitted in writing at Step 3. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is in any way contrary to or inconsistent with applicable laws or rules and regulations of administrative bodies other than the Village of Cary that have the force and effect of law. Any decision or award of the arbitrator rendered within the limitation of this Section 7.4 shall be binding upon the Labor Council and the employees covered by this Agreement, and binding upon the Village.

Section 7.5 Time Limit for Filing No grievance shall be entertained or processed unless it is submitted at Step 1 within ten (10) business days after the occurrence of the event giving rise to the grievance or within ten (10) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the

grievance. A business day is defined as a calendar day exclusive of Saturdays, Sundays or holidays recognized by the Village. If a grievance is not presented by the employee or the Labor Council within the time limits set forth above, it shall be considered waived and may not be further pursued by the employee or the Labor Council. If a grievance is not appealed to the next step within the specific 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 and/or the Labor Council may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

Section 7.6 Time Off / Release Time No time spent on grievance matters during scheduled meetings specific to the topic of a grievance or collective bargaining shall be considered time worked for compensation purposes. A scheduled meeting shall include any appointment specifically made to discuss a grievance or formal collective bargaining matter. Informal discussion incidental to Department operations regarding a grievance shall not apply to this section. This section shall not be applied to any member of the bargaining unit that is the subject of a disciplinary interview or investigation as defined by the Illinois Uniform Peace Officers' Disciplinary Act (50 ILCS 725/3-3).

ARTICLE 8 NO-STRIKE CLAUSE

Section 8.1 No Strike Neither the Labor Council nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, slowdown, speed-up, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal or unapproved enforcement procedures or work-to-the-rule situation, mass absenteeism or organized interference which in any way results in the interruption or disruption of the operations of the Village, regardless of the reason for doing so. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined. Each employee who holds the position of officer or Labor Council representative occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this section of this Article, the Labor Council agrees to inform its members of their obligation under this Agreement and to direct them to return to work.

Section 8.2 No Lock Out The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Labor Council.

Section 8.3 Penalty Any officer who violates the provisions of Section 8.1 shall be subject to immediate discipline, including discharge subject to the applicable law. Any action taken against an officer who violates Section 8.1 shall not be considered a violation of this Agreement except as to whether the employee was in fact engaged in an action prohibited by Section 8.1. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 8.4 Judicial Restraint Nothing contained herein shall preclude the Village or the Labor Council from obtaining judicial restraint and damages in the event the party violates this Article.

ARTICLE 9 IMPASSE RESOLUTION

The remedies for the resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended.

ARTICLE 10 SENIORITY, LAYOFF AND RECALL

Section 10.1 Definition of Seniority Seniority shall be based on the employees' length of service from the last date of continuous 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 Police Commission hiring list, with the officer higher on the list being the more senior. The Village shall provide the Labor Council with the seniority list existing at the time this Agreement is executed. Thereafter, seniority shall not accrue during any unpaid leave of absence in excess of five (5) consecutive days and in such event the employees' seniority date shall be adjusted accordingly.

Section 10.2 Probationary Period The probationary period for all employees covered by this Agreement shall be twenty-four (24) months in duration. Time absent from duty or not served for any reason shall not apply towards satisfaction of the probationary period unless mutually agreed otherwise. During the probationary period, an officer is subject to discipline, including discharge, without cause.

Section 10.3 Seniority List A Seniority List shall be attached to this agreement (Attachment A) and updated when necessary changes are to be made. The Village shall present the membership with a copy of the updated Seniority List for their approval.

Section 10.4 Layoff and Recall The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off and recalled in accordance with all applicable Illinois Statutes.

Except in an emergency, no layoff will occur without at least twenty-one (21) days notification to the Labor Council. The Village agrees to afford the Labor Council an opportunity to propose alternatives to the layoff, though such opportunity shall not be used to delay the layoff. Employees on layoff do not accrue seniority during the period of the layoff.

Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Labor Council, provided that the employee must notify the Police Chief or his designee of his intention to return to work within three (3) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing 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 Chief's designee

with the officer'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 10.5 Termination of Seniority

- (a) Seniority and the employment relationship shall be terminated for all purposes if the employee (1) quits; or (2) retires or is retired should the Village adopt a valid mandatory retirement age.
- (b) Seniority and the employment relationship may be terminated, subject to the non-probationary employee's right to appear before the Board of Police Commissioners if the employee (A) Is discharged for cause (probationary without cause); (B) Falsifies the reasons for a leave of absence or is found to be working during a leave of absence without the written approval of the Police Chief; (C) Fails to report to work at the conclusion of an authorized leave of absence or vacation; (D) Is laid off and fails to report within two working days after the established date for the employee's return to work; (E) Does not perform work for the Village for a period in excess of twelve months, provided, however, this provision shall not be applicable to absences due to military service, established work related injury compensable under workers compensation and/or disability pension, or a layoff where the employee has recall rights; or (F) Is absent for two consecutive working days without notifying the Village.
- (c) Employees who establish to the Village's satisfaction that their absence under Section 10.5 (b), or their failure to notify under Section 10.5 was clearly due to circumstances beyond their control shall not be terminated under this Section.

ARTICLE 11 HOLIDAYS

Section 11.1 Holidays The following are extra paid days for full-time bargaining unit members: New Year's Day, Good Friday, Memorial Day, July 4, Labor Day, Thanksgiving Day, Day After Thanksgiving and Christmas Day.

Section 11.2 Personal Days Eligible employees shall annually receive, in addition to their paid holidays, twenty-four (24) hours of personal time off with pay each calendar year. Personal time will be pro-rated during the employee's first calendar year of employment based on their hire date, as follows: employees hired January first (1st) through April thirtieth (30th) will receive twenty-four (24) hours of personal time; employees hired May first (1st) through August thirty-first (31st) will receive sixteen (16) hours of personal time; and employees September first (1st) through December thirty-first (31st) will receive eight (8) hours of personal time. This time is lost if not taken, and may not be exchanged for monetary payment. The approval of the Police Chief or the Chief's designee must be obtained before an employee takes personal time off.

Section 11.3 Holiday Pay Full-time employees shall receive eight (8) hours of pay for each holiday listed in Section 11.1, in addition to their regular pay. Employees who work all or any portion of a designated holiday will be paid at the rate of one and one-half times the regular rate

of pay for all hours worked on any of the following designated holidays: Memorial Day, July 4, Thanksgiving Day and Christmas Day, except that no such overtime pay for the holiday shall be received should the employee use a sick day on the holiday, or on the employee's regularly scheduled work day immediately before or after the holiday, unless the employee can provide documentation of illness from a licensed physician.

Personnel assigned to a 5-2 schedule will receive eight (8) hours of pay at a regular rate of pay for Village recognized holidays. During such recognized holidays, personnel will not be required to report to work or use accrued benefit time. If personnel are required to report to work or respond to an assignment during a Village holiday as designated in Section 11.1, the employee will receive payment at a rate of 1 ½ times their rate of pay for hours actually worked. Holiday pay will only be paid once per holiday.

ARTICLE 12 VACATIONS

Section 12.1 Vacation Accrual Vacation allowances are earned by full-time employees and based on completed years of continuous service as follows:

Completed Years of Continuous Service	Vacation Days Earned
Less than 5 years	Eighty (80) hours a year
More than 5 years	One hundred twenty (120) hours a year
More than 13 years	One hundred sixty (160) hours a year
More than 15 years	One hundred sixty eight (168) hours a year
More than 16 years	One hundred seventy six (176) hours a year
More than 17 years	One hundred eighty four (184) hours a year
More than 18 years	One hundred ninety two (192) hours a year
More than 19 years	Two hundred (200) hours a year

Section 12.2 Vacation Time Taken After an employee has completed six (6) months of continuous service, he or she may take up to forty (40) hours of vacation, with the approval of the Police Chief.

Vacation Selection Each year within two (2) weeks following the posting of the upcoming yearly schedule, a list bearing the names of the employees covered by this Agreement shall be posted for a period of two weeks in a conspicuous location within the Department to be determined by the Police Chief. Adjacent to the list of names shall be a location where each individual officer may request up to three (3) choices of vacation leave periods. During this time period officers shall indicate their first choice for vacation. After the two (2) week posting the list will be removed and the first choices will be reviewed and approved as appropriate. The list will then be reposted for a period of two (2) weeks and the second and third choice requests will be added by the officers. The requests in the second and third choice columns will be reviewed and approved as appropriate and the final list of approved vacation choices shall be posted within a reasonable time. The Police Chief or the Chief's designee shall approve or disapprove of all vacation choice requests. First choice vacation requests shall be considered prior to "second"

and "third" choice requests and "second" choice requests shall be considered prior to "third" choice requests.

Request for personal, comp time or additional vacation time for the following year will be considered on a first come, first served basis after the vacation bidding process has been completed. In cases where similar or overlapping vacation dates are simultaneously requested and approval would result in staffing being reduced below an acceptable level, the seniority list shall prevail in granting approval of the request of one officer over another. Vacation requests will be granted on a seniority basis and denied only when such approval would result in overtime. The Village maintains the right to deny a vacation request that would not cause overtime, but would result in shift shortages because of special events taking place within the Village.

The Police Chief may restrict periods which may be selected based upon the special needs of the Village. Reasonable effort shall be made to grant vacation during periods requested by the officer, consistent with the operational needs of the Department. Vacation periods may only be changed upon mutual agreement of the officer(s) and the Police Chief notwithstanding provisions in Section 5.2 of this agreement, unless waived by the Police Chief or the Chief's designee. In order to receive vacation pay, the employee must work the regularly scheduled work day immediately before and immediately after the vacation period unless the employee provides a doctor's note explaining that the employee could not work because of sickness confirmed by direct examination by the physician.

Section 12.3 Death In the event of the employee's death, compensation for all unused accrued vacation and compensatory time shall be paid to the employee's estate.

Section 12.4 Village Emergency In case of an emergency the Police Chief's designee may cancel any or all approved vacation leaves or recall any police officer from vacation in progress.

ARTICLE 13 SICK TIME

Section 13.1 Purpose Sick time with pay is provided for full-time employees as a benefit in recognition that such employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees for them to work while sick. To the extent permitted by law, sick employees are expected to remain at home unless hospitalized, visiting their doctor or acting pursuant to reasonable instructions for care.

Section 13.2 Probationary Personnel Full-time employees shall be eligible to use sick time after completion of the first six (6) months of their probationary period. Thereafter, as sick time is properly utilized, the employee's sick time account shall be reduced accordingly.

Probationary employees shall accumulate sick time from the date of their employment as stated in Section 13.4.

Section 13.3 Allowance Sick time may only be used for non-service connected sickness, illness or disability. Emergency medical appointments may be considered sick time if approved by the Police Chief or the Chief's designee.

Section 13.4 Time Earned in Accumulation Full-time employees shall earn eight (8) hours of sick time for each calendar month of service. Sick time shall be earned by a full-time employee for any calendar month in which the employee is compensated for more than eighty (80) hours of work. Thereafter, as sick time is properly utilized, the employee's sick time account shall be reduced accordingly.

Section 13.5 Notification Officers shall call in sick to the on-duty shift supervisor or Officer-in-Charge. If the on-duty supervisor or Officer-in-Charge is unavailable at the time the officer calls in, the officer shall ask for any available Sergeant, Deputy Chief or the Police Chief, so that his or her sickness can be reported. If no supervisory personnel are available to speak with the officer, he or she should leave a message with dispatch personnel.

Notification of absence due to sickness shall be given to the Village as soon as possible on the first day of such absence and every day thereafter (unless this requirement is modified or waived by the Police Chief), but no later than two (2) hours before the start of the employees work shift unless it is shown that such notification was impossible. Failure to properly report an illness may be considered an absence without pay and may subject the employee to discipline.

Section 13.6 Medical Examination The Village may, for an employee absence for more than two (2) days due to sickness or where the Village has good reason to suspect abuse, require a written certification from a physician indicating the nature of the illness and containing a statement that the employee has been examined and is physically able to return to work.

Section 13.7 Abuse of Sick Time Sick leave is not a right, but a benefit provided by the Village in order to provide a police officer protection against loss of pay for a specific period of time due to illness or injury.

Abuse of sick time is a serious matter, which cannot be accepted by either the Village or the Labor Council. The Village and the officers shall make every effort to correct misuse or abuse of sick leave whenever it may be suspected of occurring. The Village will monitor sick leave and may take reasonable steps to determine whether an employee is actually sick.

The Police Chief or the Chief's designee may require written documentation from a certified health care provider indicating the nature of an illness or injury of any employee, and a statement that the employee is able to return to full duty. Abuse of the sick leave benefit shall be cause for disciplinary action up to and including discharge.

Section 13.8 Sick Time Utilization Sick time shall be used in no less than an increment of one (1) hour.

Section 13.9 Exchange of Unused Sick Time and Sick Time Accumulation Upon the accumulation of 384 hours of sick time, an officer is eligible to exchange sick time. On or near November 15 of each year, the Village will provide to officers with above 384 hours of sick time a form to use to elect to exchange sick time. The submitted form will be due for submittal to the Village on November 30 of each year. An employee may exchange sick time in increments of eight (8) hours, to a maximum of 48 hours at the employee's regular pay rate at the date of the request. The Village will pay this amount within the next two pay periods. All prior sick bank accounts will be combined and will be eligible for this program on the effective date of this agreement.

ARTICLE 14 LEAVES OF ABSENCE

Section 14.1 Discretionary Leaves The Village Administrator may grant a leave of absence under this Article to any bargaining unit employee where the Police Chief determines there is good and sufficient reason. The Village Administrator shall set the terms and conditions of the leave, including whether or not the leave is to be with pay. The Village Administrator may require that employees utilize either part or all accrued paid leave before utilizing leave which may be due to them under terms of the Family Medical Leave Act.

Section 14.2 Application For Leave Any request for a leave of absence shall be submitted in writing by the employee to the Police Chief. The request shall contain the reason for the leave of absence and approximate length of time off requested. The employee shall be notified in writing if the leave of absence is granted.

Section 14.3 Jury or Witness Duty A police officer shall be granted time off to attend jury duty (or appear as an officer/witness in civil proceedings if related to work) without loss of pay for the days or portions thereof for which the officer is required to be present and would otherwise have been scheduled to work, regardless of the shift assignment. The officer will provide a written copy of any jury duty notice or subpoena to his supervisor as soon as possible. Any jury duty or subpoena fees received will be turned over to the Village.

Section 14.4 Bereavement Leave In the event of a death in the immediate family an employee shall be granted three (3) days off with pay as bereavement leave. In the event of a death in the extended family, an employee shall be granted one (1) day off work with pay as bereavement.

Immediate and Extended Family are defined, as follows:

Immediate Family: Spouse or State of Illinois legally recognized Civil Union Partner (partner), Children (step, adopted, foster, and/or biological, including those lost to miscarriage), Parents of employee, Step-parents of employee, Parents of spouse or partner, Brother or Sister, Step-Brother or Step-Sister and grandchildren.

Extended Family: Grandparents of employee and spouse, son and/or daughter-in-law, brother or sister of spouse and Step-Parents of spouse or partner.

Section 14.5 Leave for Illness, Injury or Disability

- (a) In the event an employee is unable to work by reason of illness, injury or disability (including those compensable under workers compensation), the Village may grant a leave of absence without pay during which time seniority shall not accrue to the extent permitted by law, except that for a work-related injury under Ill. Rev. Stat. Ch. 70.91, an employee shall be paid accrued wages, benefits, and seniority to the extent provided by that law.
- (b) To qualify for such leave, the employee must report the illness, injury or disability as soon as the illness, injury or disability is known, and thereafter furnish to the Police Chief or the Chief's designee a physician's written statement showing the nature of the illness or injury or state of disability and the estimated length of time that the employee will be unable to report for work, together with a written application for such leave. Thereafter, during such leave the employee shall furnish a current physicians report after every physicians visit through the end of the leave.

Section 14.6 Maternity/Paternity/Adoption Leave Bargaining unit members shall be granted up to a maximum of five (5) work days off immediately after the birth or adoption of a child. This leave is available for bargaining unit members who are birth parents (biological mother or father) or adoptive parents of a child. This leave shall be used concurrently with FMLA leave granted for the birth or adoption of a child. Leave time under this section shall not be charged to the employee's vacation, sick, personal or compensatory time banks. Maternity/Paternity/Adoption leave may be used with the permission of the Police Chief. Maternity/Paternity/Adoption leave shall not be unreasonably denied.

Section 14.7 Catastrophic Leave The Police Chief, or the Chief's designee granted this authority, at his or her discretion, may approve the use of up to thirty (30) work days of accrued sick time for catastrophic leave for an immediate dependent who resides with the employee. "Immediate dependents" are defined as the employee's spouse or legally recognized partner and children and step-children under the age of nineteen (19) years. The use of such leave shall be limited to a maximum of one (1) occurrence every two (2) years. "Catastrophic leave" shall be defined as a serious medical crisis experienced by a dependent (as defined above) who resides with the employee. It is understood by the parties that catastrophic leave is typically the result of an extraordinary occurrence and will not be used for or with maternity/paternity leave. The Police Chief shall not unreasonably deny a bargaining unit member's request to use catastrophic leave.

Section 14.8 Benefits While On Leave

- (a) Unless otherwise stated in this Article or otherwise required by law, length of service shall not accrue for an employee who is on an approved non-pay leave status. Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a pay status. Unless otherwise stated in this Article, an employee returning from leave will have his seniority continued after the period of the leave. Upon the employee's return, the Village will place the employee in his or her previous job, if

the job is vacant; if the job is not vacant, the employee will be placed in the first available opening in his or her classification.

- (b) If, upon expiration of a leave of absence, there is no work available for the officer or if the officer could have been laid off according to seniority except for their leave, the officer shall be laid off.
- (c) During the approved leave of absence or layoff under this Agreement, the employee shall be entitled to coverage, under the applicable group and life insurance plans to the extent provided in such plan(s), provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium.

ARTICLE 15 EMPLOYEE WELLNESS AND FITNESS

Section 15.1 Physical Fitness Requirements In order to maintain and improve the efficiency in the Police Department, to protect the public and to reduce insurance costs and risks, the Village may establish a reasonable physical fitness program, which shall include individualized goals. While employees may be required to participate in any such program, no employee will be disciplined for failure to meet any goals that may be established as long as the employee makes a good faith effort to meet any such goals. Before any such program is implemented, the Village shall review and discuss the program at a meeting of the Labor-Management Committee.

Section 15.2 Fitness Examination If there is any question concerning an employee's fitness for duty, or fitness to return to duty, the Police Chief or the Chief's designee, may require that the employee have an examination by a qualified and licensed physician.

Section 15.3 Smoking Employees shall confine any smoking to areas designated by the Village and shall not smoke in Village buildings or squad cars at any time. In addition, employees shall not smoke in publicly visible areas.

Section 15.4 Fitness for Duty If there is any question concerning a police officer's fitness for duty, or fitness to return to duty following a layoff, injury or illness, the Village may require, at Village expense, that a police officer be examined by a qualified physician and/or other appropriate medical professional selected by the Village. The foregoing requirement shall be in addition to any requirement that a police officer provides a written statement from the officer's own doctor upon returning to work from sick or injury leave. If the Village determines that a police officer is not fit for duty after receiving the result of any examination or test, the Village may direct appropriate remedial action and/or place the officer on sick leave, or unpaid leave if the officer does not have any unused sick leave time, or paid administrative leave if appropriate.

ARTICLE 16 EMPLOYEE ALCOHOL AND DRUG TESTING

Section 16.1 Statement of Policy It is the policy of the Village of Cary that the public has the absolute right to expect persons employed by the Village in its Police Department to be free of 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.

Section 16.2 Prohibitions Officers shall be prohibited from:

- (a) Consuming alcohol at any time during or just prior to the beginning of the scheduled 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. "Just prior" to the beginning of the shift shall be defined as a minimum of two (2) hours before reporting for duty.
- (b) Possessing, using, selling, purchasing, or delivering any illegal drug 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 effects of medication or prescription drugs which the employee may be taking.

Section 16.3 Drug and Alcohol Testing Permitted Where the Village has reasonable suspicion to believe that: (a) an officer is being affected by the use of alcohol; or (b) has abused prescribed drugs; or (c) has used 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 Village may also require any officer to randomly submit to alcohol or drug testing up to four (4) times per year. 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.

Section 16.4 Order To Submit To Testing Within forty-eight (48) hours of the time the officer is ordered to testing 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 16.5 Test To Be Conducted In conducting the testing authorized by this Agreement, the Village shall:

- (a) Use only a clinical laboratory or hospital facility which is certified by the State of Illinois to perform drug and/or alcohol testing.
- (b) 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.
- (c) 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.

- (d) Collect samples in such a manner as to preserve the individual officers right to privacy while insuring a high degree of security for the sample and its freedom from adulteration. Offers 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.
- (e) 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.
- (f) 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 officers own expense; provided the officer notifies the Village within seventy-two (72) hours of receiving the results of that test.
- (g) Require that the laboratory or hospital facility report to the Village Administrator or Police Chief that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug.
- (h) Require that with regard to alcohol testing, or the purpose of determining whether the officer is under the influence of alcohol, test results showing an alcohol concentration of .020 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 the test results between .01 and .019 demonstrate that the officer was under the influence, but the Village shall bear the burden of proof in such cases).
- (i) Provide each officer tested with a copy of all information and reports received by the Village in connection with the testing and the results.
- (j) Insure that no officer is the subject of any adverse employment action except emergency temporary reassignment or relief of duty during the pending test.

Section 16.6 Right To Contest If disciplinary action is not taken against an employee based in whole or in part on the results of a drug or alcohol test, the Labor Council and/or the officer, with or without the Labor Council, 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 3 of the grievance procedure. Further, if disciplinary action is taken against an officer based in part upon the results of a test, then the Labor Council, shall have the right to file a grievance concerning

any portion of the test. Any evidence concerning test results which is obtained in violation of the standards contained in this Article shall not be admissible in any disciplinary proceeding involving the officer.

Section 16.7 Voluntary Request For Assistance The Village shall take no adverse employment action against any officer who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem provided that the officer seeking such treatment, counseling or other support does so independent and prior to any of the following:

- (a) Any disciplinary investigation; or
- (b) Being ordered to submit to either a reasonable suspicion alcohol or drug test; or
- (c) A random alcohol or drug test

Notwithstanding the above, the Village may require reassignment of the officer with pay if the Officer is unfit for duty in his or her 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 act in accordance with the foregoing shall be subject to 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 officers 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 17 WAGES/COMPENSATION

Section 17.1 Annual Hourly Wages The wages stated herein shall be paid retroactively to all bargaining unit employees employed by the Village on the date the Agreement is signed, on all hours paid or compensated from May 1, 2015 to the date of signing unless the employee has had an anniversary date resulting in a step increase between May 1, 2015 and the date of the

execution of the agreement. Those employees that received a step increase between May 1, 2015 and ratification will have a retroactivity calculation that is custom to the specific employee. Attachment B details the wages associated with the parties' agreement to adjust wages as specified in the attachment for the term of this agreement. Eligible bargaining unit members shall receive a wage adjustment as indicated in Attachment B or as otherwise specified. After the initial wage adjustment for 2015, eligible bargaining unit members shall receive wage adjustments according to the parties pay schedule as set forth in Attachment B as follows: May 1, 2016 – 2.0%; May 1, 2017 – 2.0%; May 1, 2018 – 2.25%. All wage adjustments will occur at May 1 for all bargaining unit members thereafter and anniversary dates will no longer result in eligibility for step increases.

Section 17.2 New Employees The Village may determine the starting pay rates for employees covered by this Agreement which shall not exceed the pay rate of an employee in "Step 3" if the new employee, already being a certified officer (or eligible for certification in Illinois) meets the necessary knowledge/skills/abilities, as determined by the Police Chief, and their consecutive years of service meet or exceed the requirements for the current salary steps.

Section 17.3 Hourly Wage Rate The hourly wage rate for employees covered by this Agreement shall be determined by dividing the employee's annual base salary by 2,080 hours.

Section 17.4 Officer In Charge Compensation An officer acting in the capacity of Officer-in-Charge for no less than three (3) consecutive hours, shall receive a total of one (1) additional hour of pay, at his or her overtime rate of time and one half of his or her regular hourly rate of pay. Such hour of pay shall not be considered as hours worked for purposes of overtime pay calculations.

Section 17.5 Field Training Officer Compensation An officer affirmatively designated by the Police Chief or the Chief's designee to act in the capacity of Field Training Officer shall receive one (1) additional hour of pay at his or her overtime rate of time and one half the regular hourly rate of pay for each such full day assigned to and serving as an active field training officer. This section shall not apply to an officer not previously selected by the Police Chief or the Chief's designee as a field training officer and who is assigned to work with an officer in training due to illness, injury, emergency or other situation preventing the regularly assigned field training officer from serving in that capacity. Such one (1) hour of pay shall not be considered as hours worked for purposes of overtime pay calculations.

Section 17.5.5 Intern Assignment/Other Ride-Alongs Not Allowed Officers may be assigned an individual not employed by the Department who is participating in a sanctioned college-level course of instruction related to law enforcement/criminal justice studies for the purpose of observing the manner in which the Officer performs his or her duties. For such assignments, an Officer will receive one (1) additional hour of pay at his or her overtime rate for any portion of the shift assigned. The assigned Officer will provide instruction and interact with the assigned individual. Officers shall not provide ride-alongs other than for intern assignments.

Section 17.6 Police Officer/Detective On-Call Pay Officers assigned to serve as a detective will receive three (3) hours of Compensatory Time or straight time pay, at their discretion, for every one (1) week assigned "on-call." Police Officer/Detectives are expected to be available to respond, either via telephone or in person, as required. It is understood that this on-call pay does not substitute for payment when a Police Officer/Detective is working outside of their normally scheduled work hours.

ARTICLE 18 UNIFORM ALLOWANCE

Section 18.1 Police Officer/Detective Clothing Allowance Officers assigned to the Police Officer/Detective Division and required to wear civilian clothing will receive an annual clothing allotment of one thousand dollars (\$1,000.00) per year during the first pay period immediately following May 1st of each year. Such allowance shall be given pro-rata if two (2) or more persons serve in the position during the same year.

Section 18.2 Police Officer Uniform Allowance Officers assigned to the Patrol Division will receive an annual clothing allotment of eight hundred dollars (\$800.00), payable during the first pay period immediately following May 1st of each year. Officers are responsible for the procurement of all uniform related items, including but not limited to, uniform shirts, pants, boots, outerwear, gloves, hats, leather duty belt(s), flashlights, belt accessories, etc. Department will issue all other equipment, expandable baton, OC Spray, ammunition (both training and duty), portable radio and microphone, and handcuffs.

The Village will continue to provide initial and replacement uniforms and accessories and related equipment which the department deems appropriate. If the Village makes a change in equipment, all related costs for such change will be the responsibility of the Village and will not be deducted from the allowance provided.

Section 18.3 Uniform Maintenance, Replacement and Cleaning Employees are responsible for purchase (beyond initial issue), cleaning and maintenance of their uniforms and shall maintain a professional appearance at all times. Equipment and uniforms damaged in the line of duty will be replaced by the Village at no cost to the officer. Officer requests for reimbursement of damaged personal items will be referred to the Police Chief and handled on a case by case basis.

ARTICLE 19 INSURANCE

Section 19.1 Coverage The Village shall make available to non-retired employees substantially similar group health and hospitalization insurance and life insurance coverage and benefits as existed prior to the signing of this Agreement. Further, the Village shall, to the extent required by law, make available to retired employees the ability to participate in its group insurance program for individual and dependent coverage, with premiums to be paid by the retired employee. Arrangements for reimbursement of premiums to the Village should be made with the Village Administrator. The Village reserves the right to change insurance carriers or benefit levels, to self-insure, or to participate in a health maintenance organization as it deems

appropriate, so long as the new coverage and economic benefits are substantially similar to those which pre-dated this Agreement. Before any substantial change is made in health insurance pursuant to the previous sentence, the Village will meet with the Labor Council and discuss the proposed change.

Section 19.2 Cost Upon the effective date of the Agreement, the chart below details the two optional insurance plans and the employee percentage share of the cost of monthly premiums for individual and individual plus dependent health/dental/vision insurance:

	Employee Percentage Share Premium Contribution	
	PPO/Dental/Vision	HMO/Dental/Vision
May 1, 2015 – April 30, 2016	21%	13%
May 1, 2016 – April 30, 2017	22%	13%
May 1, 2017 – April 30, 2018	23%	13%
May 1, 2018 – April 30, 2019	24%	13%

Section 19.3 Cost Containment The Village reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remain substantially the same. Such changes may include, but are not limited to, mandatory second opinion for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 19.4 Terms of Policies to Govern The extent of coverage under the insurance policies referred to in Section 19.1 shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement.

Section 19.5 Right to Maintain Coverage While On Unpaid Leave or on Layoff An employee who is on an approved unpaid leave of absence or who is on layoff with recall rights shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for employee coverage and, if desired, for dependent coverage.

Section 19.6 Village Right to Reopen Negotiations on Insurance Benefit Levels Should the Village during the term of this Agreement seek to change insurance benefit or coverage levels, employee deductible payments, or the type and kind or extent of insurance coverage provided to employees (other than as allowed in Section 19.1), then the Village shall formally propose such changes to the Labor Council. Thereafter, the Labor Council will meet and negotiate with the Village on any proposed change. If the parties are unable to agree during negotiations, the impasse procedures of the Illinois Public Labor Relations Act shall be followed to resolve such disagreement. In addition, the Village may, at its option, reopen negotiations over the issue of

insurance should the federal government impose a new insurance plan, program or benefits upon the Village.

Section 19.7 Life Insurance The Village shall provide, at no cost to all full-time employees, life insurance coverage equal to one year of base salary, up to a maximum of \$50,000.00.

Section 19.8 Section 125 Plan The Village shall maintain a Section 125 Plan, including medical and dependent care.

ARTICLE 20 EDUCATION TUITION REIMBURSEMENT POLICY & PROCEDURES

The "Education Tuition Reimbursement Policy and Procedures" program, as outlined in the Village Personnel Manual, shall be available to all officers.

ARTICLE 21 BOARD OF POLICE COMMISSIONERS

The parties recognize that the Board of Police Commissioners of the Village of Cary has certain statutory authority over employees covered by this Agreement. Nothing in this Agreement is intended to in any way limit, replace, supersede, reduce or diminish that authority, except as otherwise specifically provided herein.

ARTICLE 22 EMPLOYEE AND OTHER STATUTORY RIGHTS

Section 22.1 Bill of Rights The Village agrees to abide by the requirements of the Peace Officers Bill of Rights, Ill. Rev. Stat. Ch. 85, 2551 through 2569.

Section 22.2 Personnel Files The Village agrees to abide by the requirements of the Access to Personnel Records Act, 820 ILCS Act 40, et. seq. The Village further agrees to notify in writing any employee whose personnel file is released to a third party pursuant to a lawful subpoena.

Section 22.3 Military Leave Military Leave shall be granted in accordance with applicable law.

Section 22.4 Access to Arbitration The parties agree that an alleged violation of Section 1, 2 or 3 above may not be taken to arbitration under the grievance procedure, Article VI, absent a specific, voluntary binding legal waiver of the employee's right to sue in court over the same incident.

ARTICLE 23 SECONDARY EMPLOYMENT

Employees recognize that the Cary Police Department is their primary employment. It is understood that officers will make every effort to avoid working secondary employment on days they are scheduled to work in the Cary Police Department. It is further understood that officers may occasionally work no more than three (3) hours of secondary employment on days they are scheduled to work in the Cary Police Department.

All employees intending to engage in secondary employment shall notify the Police Chief concerning the place of secondary employment, the nature of the business, the nature of the secondary employment work to be performed by the employee, the address, telephone number, supervisor's name and the hours of employment so the employee can be reached, if necessary, in case of department emergency. The Police Chief may restrict or prohibit such employment where it interferes with, conflicts with or disrupts the operations, integrity, public confidence and/or respect for the department and/or its member(s). Prohibited secondary employment shall include, but not be limited to, the following:

- (a) Employment where the Village's uniforms, badge, identification, weapon(s), vehicle, equipment, Village or department computers, records and/or LEADS access are or may be used or where any firearm will be carried unless specifically approved by the Police Chief.
- (b) Employment which constitutes a conflict of interest includes, but is not limited to, employment with a business or establishment licensed to manufacture, sell, serve or distribute alcoholic beverages, a business or establishment involved in gaming or gambling or a business or establishment involved in private investigations.
- (c) Where the nature of the outside employment is prohibited by law or reflects negatively upon the Village, Department or its member(s).

ARTICLE 24 LEGAL DEFENSE AND INDEMNIFICATION

The Village will continue, for the life of this Agreement, to defend and indemnify its police officers as provided by law.

ARTICLE 25 GENERAL PROVISIONS

Section 25.1 Union Access An authorized representative of the Labor Council who has filed with the Village a Letter of Authority shall be permitted to visit the Department to help in resolving a serious problem or dispute. Such visit shall occur at a time when officers of the Department are on their break period and such visit shall not disturb other officers who are working. Before the representative may visit the Department, prior notification and approval of the Police Chief or the Chief's designee must be obtained and such approval will not be unreasonably withheld. The representative may likewise visit the Department under the same conditions met above, to meet with the Police Chief or his designee concerning matters covered under this Agreement.

Section 25.2 Inoculation The Village shall pay reasonable expenses incurred by employees for inoculation or immunization shots administered to the employee or members of the employee's immediate family, if such shots are determined to be necessary as a result of the employees exposure incurred in the line of duty. This provision shall only apply to such expenses as are not covered by the Village or the employees insurance.

Section 25.3 Family and Medical Leave Act The parties agree that the Village may, notwithstanding any other provisions of this Agreement, adopt policies to implement the Family and Medical Leave Act.

Section 25.4 Americans with Disabilities Act The parties agree that the Village may, notwithstanding any other provisions of this Agreement, take reasonable action to be in compliance with the Americans with Disabilities Act.

Section 25.5 Body Armor The Village agrees to provide employees with threat level IIIA body armor (commonly known as bullet proof vests), and to replace said vests upon the expiration date set by the manufacturer, not less than five years per vest. Employees must follow the Police Department's rules regarding the wearing of body armor.

Section 25.6 Police Officer Employment Agreement The Village has a reimbursement plan to be reimbursed for reasonable training, equipment and uniform costs, if an officer leaves Village employment within two years of hire. A copy of the Village's Police Officer Employment Agreement is attached (Attachment C) to this agreement.

Section 25.7 Compensatory Time At the employee's option, the employee may elect to receive compensatory time at the appropriate rate, in lieu of cash payment for all time actually worked. In the event, the Village is reimbursed for the officer's time, compensatory time will not be elected by the officer. The following is understood regarding the compensatory time program:

- (a) Employees may accrue a maximum of eighty (80) hours of compensatory time. The compensatory time bank for each employee is replenishable.
- (b) The use of compensatory time by an employee cannot cause the Village to pay out overtime to any other Village employee, as determined by the Police Chief.
- (c) Employees must schedule the use of compensatory time off in accordance with the procedure established in Section 5.2(b) of this Agreement.
- (d) It is understood that employees shall be paid for overtime worked, unless the employee's specifically requests, in writing, that said overtime shall become part of employee's compensatory time balance.
- (e) The Police Chief, or his designee, shall have final approval regarding appropriate time for employee's to utilize their accrued compensatory time.
- (f) Compensatory time shall be earned in full hour increments, and no fractions of an hour shall be submitted for compensatory time accrual. Any fractions of an hour of overtime shall be paid out as overtime and not applied to compensatory time.
- (g) Compensatory time may be cashed out in whole or in part at any time. The Village will process a compensatory time pay-out request within two (2) payroll periods.

Section 25.8 Department Performance Standards The Department shall develop and implement, by April 1, 2016, performance standards for all bargaining unit members. The Labor/Management committee shall have input regarding these standards, however the decisions of the Police Chief regarding performance standards shall be final and shall not be subject to the parties' grievance procedure. Bargaining unit members who fail to meet department performance standards shall be subject to a performance improvement plan schedule with periodic progress checks. Bargaining unit members who fail to improve their performance shall be subject to progressive disciplinary action up to and including dismissal. Discipline which results from an employee's failure to meet performance standards shall be subject to the parties' grievance procedure and shall be administered in accordance with all other discipline under the parties' agreement, except that probationary officers shall not have access to the grievance procedure.

Section 25.9 Meal Breaks Outside of the Village The parties agree that, on a trial basis until January 1, 2017, officers shall be allowed to travel outside of the Village's limits to drive-through restaurants located on Cog Circle in Crystal Lake, Illinois in order to pick up meals for consumption within the Village of Cary provided that they obtain the advance approval of their supervisor prior to leaving the Village to pick up a meal. The parties to this agreement will meet after the trial period to review and determine the future of this section.

ARTICLE 26 SAVINGS CLAUSE

In the event any Article, Section or portion of this Agreement would be held invalid and unenforceable by any board, agency or court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified in the board, court or agency decision; and upon issuance of such a decision, the Village and the Labor Council agree to immediately begin negotiations on a substitute for the invalidated Article, Section or portion thereof.

ARTICLE 27 ENTIRE AGREEMENT

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

The Village and the Labor Council, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the Village's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. In so agreeing, 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 from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

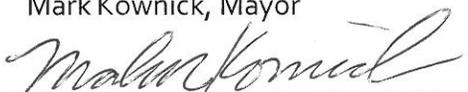
ARTICLE 28 DURATION

Termination April 30, 2019 This Agreement shall be effective as of the day after it is executed by both parties and shall remain in force and effect until midnight, April 30, 2019. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) 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 sixty (60) days prior to the anniversary date. In the event that either party desires to terminate this Agreement, written notice must be given to the other party no later than ten (10) days prior to the desired termination date, which shall not be before the anniversary day.

The provisions of this Agreement shall remain in full force and effect during the period of any negotiations and/or the resolution of any impasse.

Executed this 7TH day of MARCH, 2016, after receiving official approval by the Mayor and Village Board and ratification by FOP Lodge #231 membership.

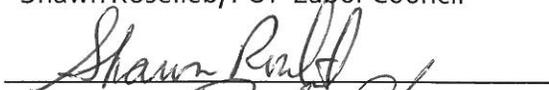
Mark Kownick, Mayor



Nancy Bragg
Village Clerk



Shawn Roselieb, FOP Labor Council



Paul Fatzinger, Police Officer



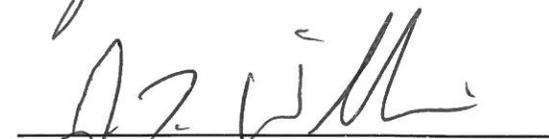
Chad Fetzer, Police Officer



Carlos Sirtori, Police Officer



Jason Williamson, Police Officer



(SEAL)



ATTACHMENT A Police

Officer Seniority List

<u>Last Name</u>	<u>First Name</u>	<u>Hire Date</u>	<u>Position</u>
Kelley	Timothy	10/03/91	Police Officer
Sirtori	Juan Carlos	07/30/01	Police Officer
Cygnar	James	11/12/01	Police Officer
Ellis	Susan	04/08/02	Police Officer
Ultes	Jason	04/08/02	Police Officer
Fetzer	Chad	04/06/03	Police Officer
Eichhorn	Jeff	04/06/03	Police Officer
Rutzen	Gregory	05/12/03	Police Officer/Detective
Eiring	Kathleen	07/06/03	Police Officer
Williamson	Jason	12/07/03	Police Officer
Victor	Joshua	03/24/08	Police Officer/SRO-Detective
Malone	Tricia	09/02/08	Police Officer
Lorenz	Michael	02/09/09	Police Officer
Steinke	Anthony	07/05/11	Police Officer
Fatzinger	Paul	09/20/11	Police Officer
Barham	Sarah	09/23/13	Police Officer
Prafke	Alex	09/22/14	Police Officer
Mercuri	Pericle	07/20/15	Police Officer
Runyon	Andrew	09/14/15	Police Officer

January 1, 2016

ATTACHMENT B

Wages

Wage Adjustment	2015*	May 1, 2016	May 1, 2017	May 1, 2018
0 – 2 Years	\$54,000	\$55,080	\$56,182	\$57,446
3-4 Years	\$64,000	\$65,280	\$66,586	\$68,084
5-7 Years	\$74,000	\$75,480	\$76,990	\$78,722
8 years and over	\$84,000	\$85,680	\$87,394	\$89,360

- = Due to the Wage Adjustment step revisions, 2015 wage and retroactivity calculations will be unique and individually calculated for each officer. At the time of the execution of this contract, the Village will provide each officer a final calculation of compensation for the May 1, 2015 through April 30, 2016 period.

Officers that are mid-step (or between steps) as a result of awarded salary adjustments prior to execution of this contract, will remain at the mid-step level until the officer earns the next higher step as per terms of this agreement.

ATTACHMENT C

**Police Officer
Employment Agreement**

**Cary Police Department
Police Officer Employment Agreement**

THIS AGREEMENT, made this ____ day of _____, by and between the Village of Cary, a municipal corporation, (hereinafter referred to as "Department"), and _____ (hereinafter referred to as "Applicant").

WHEREAS, the Village of Cary, as one of its governmental functions, maintains a police department known as the Cary Police Department; and,

WHEREAS, the Applicant has applied to the Department for full-time employment as a police officer; and,

WHEREAS, if accepted for such full-time employment by the Department, the Applicant will be required to undergo and satisfactorily complete basic law enforcement training at an academy as assigned by the Village of Cary and approved by the Illinois Local Government Law Enforcement Officer's Training & Standards Board; and,

WHEREAS, if so accepted, the Applicant will be paid a salary during the basic law enforcement training period aforesaid; and,

WHEREAS, the Department will incur substantial costs for tuition and other items as direct or indirect results of hiring the Applicant as a full-time police officer and providing the training requisite therefore; and,

WHEREAS, the Department will incur additional costs for uniforms, a protective vest, leather gear and/or other items of equipment (hereinafter referred to as "Equipment") as a result of hiring the Applicant; and,

WHEREAS, additional on-the-job training will be given to the Applicant by the Department as an on-going process, especially during the first year, due to the Applicant's employment by the Department as a full-time police officer; and,

WHEREAS, the Department, as a benefit of its bargain with the Applicant, expects to receive from the applicant at least two (2) years' service as a full-time police officer, thereby recouping, in the second and any subsequent years of service, the substantial expense and effort incurred by the Department in the formal and on-the-job training of the Applicant, along with uniforms and equipment costs; and,

WHEREAS, it is expected by the parties hereto that such training will benefit the Applicant both in employment by the Department and in any other future employment the Applicant might seek in the field of police work; and,

WHEREAS, the Department will suffer substantial detriment if the Applicant should take employment elsewhere during a period of two (2) years of service.

NOW, THEREFORE, in consideration of the premises, it is hereby agreed by and between the parties as follows:

- (a) If accepted by the Department for employment as a full-time police officer, the Applicant agrees to undertake and graduate from a basic law enforcement training academy as assigned by the Village of Cary and approved by the Illinois Local Government Law Enforcement Officer's Training & Standards Board, to successfully complete twelve (12) weeks of field training, to successfully complete the prescribed probationary period and thereafter to serve as a full-time police officer for the Department, devoting full-time thereto and performing all assignments in a satisfactory manner.
- (b) The Department agrees to provide the Applicant, if so accepted, with law enforcement training consisting of basic law enforcement training at a training site assigned by the Village of Cary and approved by the Illinois Local Law Enforcement Officer's Training & Standards Board, together with twelve weeks of field training and such other and further training and equipment in the police field as the Department customarily makes available to its full-time police officers; and to pay the Applicant a salary during and subsequent to training during the period of employment of the Applicant as a full-time police officer.
- (c) In the event the Applicant ceases employment as a full-time police officer of the Department prior to the expiration of two (2) years of service , and, within a period of six (6) months thereafter, begin a training program or employment of any nature with a Federal, State, County or unit of local government law enforcement agency, the Applicant will repay to the Village of Cary, as a portion of the benefits and detriments bargained for in this Employment Agreement, a proportional amount of the sum of \$16,000.00, as determined with reference to the following table:

<u>Completed Months of Service</u>	<u>Percentage of Costs to be Repaid</u>	<u>Amount</u>
Less than Three	100%	\$16,000.00
Three	88%	\$14,000.00
Six	75%	\$12,000.00
Nine	63%	\$10,000.00
Twelve	50%	\$ 8,000.00
Fifteen	38%	\$ 6,000.00
Eighteen	25%	\$ 4,000.00
Twenty-One	13%	\$ 2,000.00
Twenty-Four	0%	\$ 0.00

- (d) The sum set out in Section C, of which proportional amounts will be due from the Applicant under the conditions set forth in Section C, is agreed between the parties as being the costs to the Village of Cary, both direct and indirect, in providing training and necessary equipment to the Applicant.
- (e) In the event the Applicant shall fail to graduate from the Basic Law Enforcement training or cease employment during the Basic Law Enforcement training or the subsequent twelve (12) week field training program, the Village may require the applicant to repay to the Village of Cary the actual costs that the Village shall have expended for his or her training and equipment.

In the event the Applicant shall owe funds to the Village in accordance with the provisions of this Agreement, the Village may first deduct from any funds owed to the Applicant at the time of notice of the Applicant's termination of employment, in salary or other benefits due, an amount up to the sum owed to the Village.

If, after the use of those funds, money is still due from the Applicant to the Village, or if the obligation occurs as a result of a later event, the Applicant shall pay such funds in twelve (12) equal monthly installments. In the event that the Applicant shall fail to pay such sums when due, the Applicant shall also pay to the Village interest, calculated at a rate of two percent (2%) per month, on the unpaid balance until such amount is paid.

In the event that the Village should be required to make a claim or demand against the Applicant or to file suit to collect such unpaid amounts, the Applicant, as a condition of this Agreement, shall agree to pay the full costs of the Village, including but not limited to, attorney's fees expended by the Village in the collection of the unpaid funds.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals at Cary, Illinois as and on the day and year first above stated.

Applicant: _____

Date: _____

For the CARY POLICE DEPARTMENT and the VILLAGE OF CARY

By: _____
Police Chief

Date: _____

ATTEST:

By: _____
Village Clerk

Date: _____

(SEAL)