

**2014 - 2018 CONTRACT
BETWEEN
THE VILLAGE OF PLAINFIELD, ILLINOIS
AND
METROPOLITAN ALLIANCE OF POLICE
PLAINFIELD CHAPTER #93**

EFFECTIVE 5/1/2014 THROUGH 4/30/2018

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PREAMBLE

THIS AGREEMENT is entered into by the VILLAGE OF PLAINFIELD, Illinois (the "Village") and the METROPOLITAN ALLIANCE OF POLICE PLAINFIELD CHAPTER #93 (the "Union") this _____ day of _____, 2014, and is in recognition of the Union's status as the representative of certain of the Village's full-time employees and has as its basic purpose the promotion of harmonious relations between the parties, the establishment of an equitable and orderly procedure for resolving differences arising out of the employment relationship and the establishment of an entire agreement covering rates of pay, hours of work, and other conditions of employment for employees of the Village in the unit described in Article I hereof. Therefore, in consideration of the mutual promises and agreements contained in this Agreement, the Village and the Union do mutually promise and agree as follows:

ARTICLE I
RECOGNITION OF BARGAINING AGENT

Section 1.1. Recognition of Bargaining Agent. The Village agrees during the term of this Agreement to recognize the Union as the sole and exclusive bargaining agent with respect to wages, hours and conditions of employment for employees in the following unit:

"All full-time sworn peace officers in the titles of Patrol Officers, Detective and Corporal, excluding the Chief of Police, Deputy Chief, Commanders, Lieutenants, Sergeants, part-time officers, and any supervisory, managerial or confidential employees and all other employees of the Village of Plainfield."

The probationary period shall commence on the sworn peace officer's date of hire and continue for twelve (12) months following successful completion of the Village's sworn officer Field Training Program. Time absent from duty or not served shall not apply toward satisfaction of the probationary period. During the probationary period, an officer is entitled to all rights, privileges or benefits under this Agreement, except as limited by the express terms of this Agreement, which limitations include that the Village may suspend or discharge a probationary employee without cause, and such employee shall have no recourse to the grievance procedure or the Plainfield Board of Police Commissioners (hereinafter the "Board") to contest the suspension or discharge.

Section 1.2. Fair Representation. The Union recognizes its responsibility as the exclusive bargaining agent of all employees in the bargaining unit and agrees to fairly represent each and every employee regardless of whether they are members of the Union.

Section 1.3. Gender. In this contract, the pronouns "He, Him and His" shall refer to both male and female employees equally.

ARTICLE II
MANAGEMENT RIGHTS

Section 2.1. Management Rights. Except as specifically limited by the express provisions of this Agreement, and subject to the powers of the Board, 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, policies, practices and missions of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to deploy employees both internally and externally to other police-related assignments or functions; to schedule and assign work; to establish and eliminate specialty positions and to select personnel to fill them; to transfer and reassign employees; to establish work and productivity standards, and, from time to time, to change those standards; to assign overtime; to purchase goods and contract out services; to determine the methods, means, organization and number of personnel by which departmental operations and services shall be made or purchased; to make, alter and enforce rules, regulations, orders, policies and procedures; to evaluate, promote or demote employees and to establish the standards for such promotions; to

establish performance standards; to discipline, suspend and/or discharge non-probationary employees for just cause (probationary employees without cause); to change or eliminate existing methods, practices, equipment or facilities or introduce new ones without having to negotiate over the effects of such change; to determine fitness and training needs and to assign employees to training; to determine work hours (shift hours) and to change them from time to time; to determine and implement internal investigation procedures; 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, Chief of Police or their authorized designees, which may include, but are not limited to: riots, civil disorders, tornado conditions, floods or other catastrophes or financial emergencies, and to suspend the terms of this Agreement during such civil emergency; and, to generally carry out the mission of the Village.

Section 2.2. Authority of the Plainfield Board of Police Commissioners ("Board"). This Agreement is not intended and shall not be construed to diminish or modify the authority of the Board, or any successor to it. The parties hereto expressly recognize the existing authority of the Board.

Section 2.3. Work Rules, General Orders and Regulations. The Village may adopt, change or modify work rules, general orders and regulations ("work rules"). The Village agrees to post or make available in the Department a copy of its applicable work rules where such rules exist in writing. Whenever the Village changes work rules or issues new work rules applicable to employees, the Union will be given at least three (3) days prior notice, absent emergency, before the effective date of the work rules in order that the Union may discuss such work rules with the Village within that three (3) day period before they become effective, if the Union so requests.

Section 2.4. No Solicitation. While the Village acknowledges that bargaining unit employees may conduct solicitation of Plainfield merchants, residents or citizens, the Chapter agrees that no bargaining unit employee will solicit any person or entity for contributions on behalf of the Plainfield Police Department or the Village of Plainfield.

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

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

This Section 2.4 does not apply to the solicitation efforts of the Metropolitan Alliance of Police or any of its agents who are not bargaining unit employees.

ARTICLE III
PERSONNEL FILES

Section 3.1. Review Of Personnel Files. All employees may review their respective personnel files pursuant to the provisions of Section 40/2 *et seq.* of Chapter 820 of the Illinois Compiled Statutes, (820 ILCS 40/2). It is agreed that any grievance related to this Section may be processed only up to Step Four of the grievance procedure.

Section 3.2. Purge of Personnel Files. Any record of Notices of Counseling, Counseling Letters, Written Reprimands and/or record of punitive action which resulted in one (1) suspension day shall be purged from the employee's personnel file within thirty (30) days of the employee's request for removal of such item(s), if the following requirements are met:

1. A written request is provided to the Chief of Police by the affected employee to remove the item(s) from the file.
2. No other violation(s) of a similar type have occurred within twelve (12) months (24 months for a suspension day) from the date of receiving the reprimand (suspension) sought to be removed. If a violation of a similar type occurs within twelve (12) months (24 months for a single suspension day) from the date of receiving the reprimand (or suspension), neither the initial violation nor the subsequent violation will be subject to removal from the employee's personnel file and the discipline will become part of the employee's permanent file.

Any records of investigations of misconduct and disciplinary action with the result of "Unfounded" or "Exonerated" shall be purged by the Chief of Police, or his designee, from the employee's personnel file within thirty (30) days without prejudice to the Village to utilize the investigation records for the purpose of defending against or otherwise defending any action maintained against the Village; or to reopen the investigation should additional evidence subsequently come to the Village's attention.

Written notice shall be provided to the affected employee within seven (7) days of any record being purged.

All records purged from an employee's personnel file pursuant to this Section 3.2 shall be placed in a separate legal defense file maintained by the Village for the purpose of defending against or otherwise defending any actions or claims brought against the Village (see Appendix C, General Definitions on Punitive Action).

Section 3.3. Employee Notification. A copy of any disciplinary action or material related to disciplinary action or material related to employee performance, which is placed in the personnel file, shall be sent to the employee.

ARTICLE IV
UNION SECURITY

Section 4.1. Dues Check-off. While this Agreement is in effect, the Village will deduct from each employee's paycheck once each month the uniform, regular monthly union dues for

each employee in the bargaining unit who has filed with the Village a lawful, voluntary, effective check-off authorization form. The Village will honor all executed check-off authorization forms received not later than ten (10) working days prior to the next deduction date and such authorization forms shall remain in effect until revoked.

Total deductions collected for each calendar month shall be remitted by the Village to an address provided by the Union not later than the fifteenth (15th) of the following month. The Union agrees to refund to the employee(s) any amounts paid to the Union in error on account of this dues deduction provision.

A Union member desiring to revoke the dues check-off may do so at any time upon written notice to the Village. Dues shall be withheld and remitted to the Union unless or until such time as the Village receives a notice of revocation of dues check-off from an employee, or notice of revocation of dues check-off from an employee, or notice of an employee's death, transfer from covered employment, termination of covered employment, or when there are insufficient funds available in the employee's earnings after withholding all other legal and required deductions. Information concerning dues not deducted under this Article shall be forwarded to the Union, and this action will discharge the Village's only responsibility with regard to such cases. Deductions shall cease at such time as a strike or work stoppage occurs in violation of Article V of the Agreement (No Strike, No Lockout).

Section 4.2. Union Indemnification. The Union shall indemnify, defend and hold harmless the Village and its officials, representatives, employees and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs including attorneys' fees incurred by the Village 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 except if the Village initiates or prosecutes such action. If an improper deduction is made, the Union shall refund any such amount directly to the employee.

Section 4.3. Bulletin Board. The Village will provide a bulletin board in or proximate to the lunch room and/or locker rooms for posting of Union notices of meetings, the seniority roster, notices of educational opportunities, and notices of extra duty opportunities. The Union shall limit its posting of notices and other materials to such bulletin board. The Union shall not use the bulletin board space for posting abusive or inflammatory or partisan political material. All material shall be signed and approved by an authorized representative of the Union prior to posting.

Section 4.4. Fair Share. Officers under job classifications listed in Article I, Section 1.1 of this Agreement are not required to join the Union as a condition of employment, but each such employee shall, during the term of this Agreement, pay a service fee to the Metropolitan Alliance of Police in an amount not to exceed the amount of Union dues for one (1) Union employee per month for the purpose of administering the provisions of this Agreement. The Union shall certify such amount and otherwise comply with the Illinois statutes, 5 ILCS 315/3.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable

organization mutually agreed upon by the employee and the Union. If the affected non-member and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Board and the payment shall be made to said organization.

ARTICLE V
NO STRIKE, NO LOCKOUT

Section 5.1. No Strike. Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, slowdown, speed-up, sitdown, concerted stoppage of work, concerted refusal to perform overtime, converted abnormal or unapproved enforcement procedures or policies, work-to-the-rule situation, mass resignations, mass absenteeism, organized interference, or picketing which in any way results in the interruption or disruption of the operations of the Village, regardless of the reason for doing so. Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility to maintain compliance with the provisions of this Article. In addition, in the event of a violation of this section of this Article, the Union agrees to inform its members of their obligation under this Agreement and to direct them to return to work. Officers who violate this clause shall be subject to discipline.

Any grievance filed under this Section 5.1 shall be solely limited to the issue of whether the employee or employees violated Section 5.1.

Section 5.2. No Lockout. The Village will not lockout any employees during the term of this Agreement as a result of a labor dispute with the Union. A "lockout" shall refer to a refusal by the Village to allow employees to work in order to obtain a concession with regard to rates of pay, hours of work and other conditions of employment. This term does not apply to a reduction in force, curtailment of operations or disciplinary action involving termination or suspension.

ARTICLE VI
GRIEVANCE PROCEDURE

Section 6.1. Definition of Grievance. A grievance is defined as a complaint arising under and during the term of this Agreement raised by an employee or the Union involving an alleged violation, misinterpretation or misapplication of an express provision of this Agreement. This grievance procedure shall supersede any other Village grievance procedure.

Section 6.2. Grievance Procedure. Recognizing that grievances should be raised and settled promptly, a grievance must be raised by the affected employee and/or the Union Steward within seven (7) working days after the occurrence of the event giving rise to the grievance, or within seven (7) working days after the date when the employee or the Union Steward should, using reasonable diligence, reasonably have become aware of the event giving rise to the grievance, in accord with the following procedure (a working day shall not include Saturdays, Sundays and holidays observed by the Village):

Step One: Immediate Supervisor. The employee shall give written notification of his grievance to his immediate supervisor (Sergeant). Such notification shall specifically state that the matter is a grievance under this Agreement and shall include a description of the event giving rise to the grievance, the date of the event, the specific provision of the Agreement alleged to have been violated and the relief requested. The immediate supervisor shall answer the grievance in writing within seven (7) working days.

Step Two: Appeal to Commander. If the grievance is not settled in Step One, or if a timely answer is not given, the employee may, within ten (10) working days following the immediate supervisor's answer or expiration of the time limit set forth in Step One, file with the employee's Commander a written appeal signed by the employee. The written appeal shall include a description of the event giving rise to the grievance, the date of the event, the provision of the Agreement alleged to have been violated and the basis upon which the grievant believes the grievance was improperly denied at the previous step. The Commander shall give a written answer within ten (10) working days of the date the Appeal is filed.

Step Three: Appeal to Chief. If the grievance is not settled in Step Two, or if a timely answer is not given, the employee may, within ten (10) working days following the Commander's answer or expiration of the time limit set forth in Step Two, file with the Chief of Police a written appeal signed by the employee. The written appeal shall include a description of the event giving rise to the grievance, the date of the event, the provision of the Agreement alleged to have been violated and the basis upon which the grievant believes the grievance was improperly denied at the previous step. The employee and a representative of the Union (if requested by the employee) may meet with the Chief of Police to discuss the grievance at a mutually agreeable time. If no agreement is reached in such discussion, the Chief of Police or his designee shall give a written answer within ten (10) working days of the date of the discussion.

Step Four: Appeal to Village Administrator. If the grievance is not settled in Step Three, or if a timely answer is not given, the employee may, within ten (10) working days thereafter, file with the Village Administrator a written appeal signed by the employee. The employee and a representative of the Union (if requested by employee) will meet with the Village Administrator or his designee to discuss the grievance at a mutually agreeable time. If no agreement is reached in such discussion, the Village Administrator or his designee shall give his answer in writing within ten (10) working days of the date of the discussion.

Step Five: Arbitration. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration by giving written notice to the Village Administrator within ten (10) working days after receipt of the Village Administrator's answer in Step Four.

A. If the parties are unable to agree upon an arbitrator within ten (10) working days after the Village receives the notice of referral, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators, all of whom shall be members in good standing of the National Academy of Arbitrators, and all of whom shall maintain business offices in the States of Illinois, Indiana, Michigan, Wisconsin or Iowa. Upon receipt of the

panel, the Union shall strike two names and the Village shall then strike two names, and the person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one panel of arbitrators in its entirety and request that a new panel be submitted.

B. The arbitrator shall be notified of his selection and shall be asked to set a time and place for hearing, subject to the availability of Village and Union representatives. Upon the request of either party, the arbitrator shall have the power to require the presence of a reasonable number of witnesses and/or documents.

C. The arbitrator shall have no power, in his decision or award, to amend, modify, nullify, ignore, add to, or subtract from the provision of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement. He shall consider and decide only the specific issue submitted to him as raised and presented in writing at Step One and shall have no authority to make his decision on any issue not so submitted. His decision shall be based solely upon an interpretation of the meaning or application of this Agreement to the facts of the grievance presented. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing. The arbitrator shall submit in writing his decision within thirty (30) calendar days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension. In the event the arbitrator finds a violation of the Agreement, he shall determine an appropriate remedy. However, the arbitrator shall have no authority to make any decision or award which is in any way contrary to or inconsistent with the applicable laws or rules and regulations of administrative bodies that have the force and effect of law. Nor shall the arbitrator have any authority to limit or interfere with the powers, duties and responsibilities of the Village or the Board under applicable statutory and case law. Any decision or award of the arbitrator rendered consistent with this Article shall be final and binding on the parties. The costs of the arbitration, including the fees and expenses of the arbitration and the cost of the court reporter and written transcript, if any, shall be divided equally between the Village and the Union. Each party shall be responsible for compensating its own representatives and witnesses.

Section 6.3. Time Limits. No grievance shall be entertained or processed unless it is filed within the time limits set forth in Section 6.2. If a grievance is not presented by the employee or the Union within the time limits set forth above, it shall be considered waived and may not be further pursued by the employee or the Union. If a grievance is not appealed within the time limits for appeal set forth above, it shall be deemed settled on the basis of the last answer of the Village and shall not be subject to further appeal. If the Village fails to provide an answer within the time limits so provided, the Union may immediately appeal to the next step.

Section 6.4. Investigation and Discussion. All grievance discussions and investigations shall take place in a manner which does not interfere with Village operations. No time spent on grievances or other Union related matters by employees shall be considered time worked for compensation purposes unless the Chief of Police provides written authorization to the contrary.

Section 6.5. Suspension or Termination. It is understood promotion, demotion, discipline and discharge are subject to the jurisdiction of the Chief of Police and the Board (or any successor to it) and are not subject to this grievance procedure. However, in the event the Chief of Police takes action against an employee to impose a suspension or present charges to the Board, the employee and a representative of the Union may request a meeting with the Chief of Police to discuss the matter.

Pursuant to Section 15 of the IPLRA and 65 ILCS § 10-2.1-17, the parties have, as set forth below, negotiated an alternative procedure to modify certain portions of the Act. Unless otherwise described within this Article, Division 2.1 of Article 10 of the Illinois Municipal Code shall govern disciplinary matters.

1. If the Chief of Police recommends imposing discipline for an employee covered by this Agreement, the Board can only endorse the recommendation of the Chief of Police, reduce or reverse the discipline sought to be imposed by the Chief of Police. The Board cannot increase the level of disciplinary action sought to be imposed by the Chief of Police. If the Board reverses the disciplinary recommendation, then the affected officer shall be made whole.
2. No officer covered by this Agreement shall be disciplined except for just cause.

ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 7.1. Purpose. This Article defines the normal hours of work, and establishes the basis for the calculation of overtime. It is not, however, a guarantee of hours of work per day, work period, month or year. It is not intended to establish a right to compensation in any form for time not worked except as specifically provided for in this Article.

Section 7.2. Shift Schedule. The Village shall establish the work schedules for police officers that may be changed from time to time by the Village as circumstances warrant. If a change in the present shift scheduling system will affect more than twenty percent (20%) of the patrol force, before implementing such changes, the Chief of Police or his designee will discuss such changes with bargaining unit representatives. While the Village will be the sole determinant of any changes, prior to implementing any changes, the Village shall give affected employees at least twenty-one (21) calendar days notice. The twenty-one (21) day notice may be waived by agreement of the affected officer. The daily work schedule for DARE and Investigators may be involuntarily shifted by no more than two (2) hours with twenty-four (24) hours notice to accommodate operational needs, and such changes may not be ordered more than once per week. In addition, DARE and Investigators may be allowed to flex their work schedules, with the permission of their supervisor, provided the change does not impact the operational needs of the Department.

The Village shall provide to all employees covered by this Agreement, a written schedule for work at least thirty (30) days prior to its effective date.

In addition, the Village agrees that the work schedule for all officers covered by this Agreement shall contain the provision for consecutive days off.

Section 7.3. Work Cycle.

7.3.1 The normal workday shall be one of the following:

a. Eight Hour Administrative Division Shift

Eight (8) consecutive hours of work including a one-half hour paid meal period. Employees shall remain available for work during the meal period. If an officer's lunch is seriously interrupted by emergency work duties, the officer shall be allowed to take additional time off for lunch to account for his lunch period, work permitting.

b. Ten Hour Traffic Unit Shift

Ten (10) consecutive hours of work including a one-half hour paid meal period. Employees shall remain available for work during the meal period. If an officer's lunch is seriously interrupted by emergency work duties, the officer shall be allowed to take additional time off for lunch to account for his lunch period, work permitting.

c. Modified Twelve Hour Patrol Shift

The Modified Twelve Hour Shift shall be a combination of six (6) days of twelve (12) consecutive hours of work and one (1) day of eight (8) consecutive hours of work in each fourteen (14) day work period. Twelve hour patrol shift workdays shall run from 0600 to 1800 for day shift personnel and 1800 to 0600 for night shift personnel. The Chief of Police may, in his sole discretion, implement a cover-shift based upon the operational needs of the Department, which operational needs shall be re-evaluated annually by the Chief. The cover shift shall work the Modified Twelve Hour Shift described above, however the actual work hours for cover-shift personnel shall be determined by the Chief of Police. The twelve hour shift shall include a forty-five (45) minute paid meal period. The twelve hour shift shall not apply to any specialty units in the Patrol Division without the written permission of the Chief of Police. The eight hour shift shall include a one-half hour paid meal period. Employees shall remain available for work during the meal period. If an officer's lunch is seriously interrupted by emergency work duties, the officer shall be allowed to take additional time off for lunch to account for his lunch period, work permitting. The scheduling of said eight (8) hour day is to be determined at the Village's discretion.

The parties agree that the above shift work cycles shall remain in full force and effect for the duration of this Agreement, subject only to modification in the event changes are made as provided in Section 7.2 or as a result of a mission or goal of the Department.

The current twelve (12) hour work shift in place for the patrol division shall remain in full force and effect for the duration of this Agreement, subject to the language in Section 7.2. Annual shift bids shall be based on seniority.

7.3.2 Employees shall receive two (2) fifteen (15) minute rest breaks during their shift. Prior to utilizing a break or lunch period, the officer shall obtain the permission of his supervisor.

7.3.3 The normal work cycle shall be a fourteen (14) day period.

7.3.4 Employees assigned to shifts other than eight (8) hours shall have holidays, personal days, vacation and sick time computed on an hourly basis rather than a daily basis.

Section 7.4. Overtime Hours.

7.4.1 For purposes of overtime calculation, hours worked shall mean and include all hours actually worked or paid, including but not limited to vacation time, sick leave, general leave time, holiday time and any other authorized paid time off.

7.4.2 Overtime shall be paid when the employee has exceeded the following hours worked as defined in Section 7.4.1:

- a. For eight (8) hour shifts, forty (40) hours during the regular seven (7) day work period.
- b. For ten (10) hour shifts, forty (40) hours in the regular seven (7) day work period.
- c. For modified twelve (12) hour shifts, eighty (80) hours in the fourteen (14) day FLSA work cycle.

Section 7.5. Assignment of Overtime Details and Extra Duty Details. Any and all overtime related to police functions, including an Overtime Detail or an Extra Duty Detail, shall be assigned according to this Section. For the purpose of scheduling Overtime Details and/or Extra Duty Details, the Patrol Commander shall utilize one (1) seniority list (the "List") which shall be posted in the Roll Call Room. The List will identify all sworn personnel and their rotation status with respect to future Overtime Details and Extra Duty Details. The Patrol Commander shall assign officers to Overtime Details or Extra Duty Details in the order of reverse seniority from the List. Upon assignment of an Officer to an Overtime Detail or Extra Duty Detail, the Patrol Commander will proceed in the order of reverse seniority to the next Officer on the List for the purpose of the next Overtime Detail or Extra Duty Detail assignment. Upon exhaustion of the List, the Patrol Commander shall repeat this process. Notwithstanding the foregoing, on January 1st of each calendar year, the Patrol Commander shall start the rotation process over, and shall assign officers to Overtime Details or Extra Duty Details in the order of reverse seniority from the List, regardless of the number of rotations through the List, or any part thereof, occurring in the preceding calendar year.

If an officer is held over from his regularly scheduled working hours for more than three (3) additional continuous hours, he shall be given credit for an Overtime Detail.

For the purpose of assignment of an officer to an Overtime Detail or Extra Duty Detail, the Patrol Commander may, for reasons acceptable to him in his sole discretion, including but not limited to the officer being scheduled for regular duty, vacation or an "on-call" status during the time of the subject detail, or the subject detail causing the officer to work in excess of sixteen (16) hours in a twenty-four (24) hour period, skip over an officer on the List. If an officer is skipped over on the List for the assignment of an Overtime Detail or Extra Duty Detail, the officer will be immediately placed back into the rotation for future Overtime Detail or Extra Duty Detail assignments.

The employer agrees to post scheduled Overtime Details and Extra Duty Details on the bulletin board in the roll call room. Overtime assignments not requiring a supervisor, Sergeant or higher, shall only be given to officers covered in this bargaining unit with the exception of federal or state grant overtime, which may be worked by the supervisor administering the grant. The sign-ups shall be posted as soon as possible after management has had an opportunity to review such openings, not to exceed forty-eight (48) hours. Officers in the bargaining unit with seniority may bump less senior officers in the bargaining unit on scheduled overtime, except that priority shall be granted to an employee, regardless of seniority, who selects an entire block of overtime over an employee who selects a partial block of overtime. Within seventy-two (72) hours of the scheduled work assignment, no "bumping" will be allowed; and the signed-up officer will be responsible for his assignment. Any scheduled overtime or special duty assignments not filled by the seventy-two (72) hour time frame will be filled by management and assigned to the next officer on the List. Additionally, any last minute schedule changes, i.e., sick time, emergency day off, etc. will be handled by the shift supervisor and/or the patrol commander without regard to rank or seniority.

An officer who works an Overtime Detail shall be paid for the Overtime Detail at the rate of one and one-half (1½) times the officer's current rate of pay.

Section 7.6. Court Time. An officer who is required by the Village to be in court while off duty, shall be compensated at one and one-half (1½) times his regular hourly rate of pay for hours spent on court time with a minimum of two (2) hours compensated. Compensatory Time may be taken in lieu of overtime pay.

A midnight patrol officer who is required by the Village to be in court while off duty, shall be compensated at one and one-half (1½) times his regular hourly rate of pay for hours spent on court time, outside the Village limits, with a minimum of three (3) hours compensated. Compensatory Time may be taken in lieu of overtime pay.

Section 7.7. Call-Back Pay. A "call back" is defined as an official assignment of work which does not continuously precede or follow an officer's regularly scheduled working hours. Call-backs shall be compensated at time and one-half (1½) for all hours worked on call-back. A minimum of two (2) hours pay will be guaranteed for all call-backs. Officers shall be afforded a minimum of one (1) hour pay for range practice and departmental meetings. Compensatory Time may be taken in lieu of overtime pay.

Section 7.8. Compensatory Time Option. Compensatory time may be earned by covered employees in lieu of monetary compensation for hours worked over their daily scheduled hours at the rate of one and one half (1½) hours for every one (1) hour worked. The choice of compensatory time in lieu of paid overtime shall be that of the covered employee, and shall apply as follows:

1. Employees may accumulate up to a maximum number of one hundred sixty (160) hours. An officer may accumulate more than the maximum hours of compensatory time upon written request to and written permission from the Chief of Police or his designee.
2. Compensatory time may be used in a minimum initial block of two (2) hours, with additional one (1) hour increments. Requests for compensatory time may be made up to one (1) hour before usage; however requests for compensatory time made less than twenty-four (24) hours before usage shall be denied if granting the request would cause the Department to go below minimum staffing levels for the Patrol Division. Requests for compensatory time made seventy-two (72) hours or more before usage shall be granted. Notwithstanding the foregoing, requests for compensatory time shall not be granted for New Year's Day, July 4th, Christmas Eve or Christmas Day in any calendar year, if granting the request would cause the Department to go below minimum staffing levels for the Patrol Division.
3. Compensation for hours worked at the overtime rate of pay shall be either earned compensatory time credited to the affected officer or monetary compensation, such choice shall initially be at the officer's discretion and made at the time the hours are earned unless the earned compensatory time would exceed the one hundred and sixty (160) hour maximum.
4. Upon separation, either through termination, retirement or resignation, the officer will be compensated for compensatory time accrued up to the maximum allowed accrued hour limit.
5. Compensatory time may be used in conjunction with other benefit time off, such as vacation, holiday or sick leave.

Section 7.9. Required Overtime. The Chief of Police or his designee(s) shall have the right to require overtime work and officers may not refuse overtime assignments.

Section 7.10. No Pyramiding. Overtime compensation shall not be paid more than once for the same hours under any provision of this Article, this Agreement, State or Federal law.

Section 7.11. Extra Duty Details. The employer agrees to post Extra Duty Details on the bulletin board as soon as such Extra Duty Detail(s) have been confirmed by the Village. The term "extra duty details" shall mean work for which the Village charges a fee to the party seeking the police presence. The sign-ups shall be posted as soon as possible after management has had an opportunity to review and/or fill such openings, not to exceed forty-eight (48) hours. Extra

duty details shall be available to all employees based on seniority priority, except that: (a) the Chief of Police reserves the right to assign a Sergeant to an extra duty detail spot if in his sole discretion he determines a supervisor's presence is necessary for the extra duty detail; (b) School Resource Officers shall have first priority to work school-related Extra Duty Details; and (c) further priority shall be granted to an employee, regardless of seniority, who selects an entire block of extra duty time over an employee who selects a partial block of extra duty time. Within seventy-two (72) hours of the scheduled work assignment, no "priority bumping" will be allowed; and the officer who volunteered for the assignment will be responsible for his assignment.

If within seventy-two (72) hours prior to the scheduled work assignment, the assignment remains unfilled, the work assignment shall be filled as set forth in Section 7.5 above.

An officer who works an Extra Duty Detail shall be paid for the Extra Duty Detail as follows:

1. For Extra Duty Details where the entity requesting the detail is a school located in the Village and part of Plainfield Community Consolidated School District 202, or Oswego Community Unit School District 308, or a not-for-profit organization, and the entity has provided the Village with a minimum of seventy-two (72) hours advance notice, the Extra Duty Detail will be compensated at a rate of Forty-Five Dollars (\$45.00) per hour per officer.
2. For Extra Duty Details where the entity requesting the detail is not one identified in subparagraph (1) above, and the entity has provided the Village with a minimum of seventy-two (72) hours notice, the Extra Duty Detail will be compensated at a rate of Sixty-Five Dollars (\$65.00) per hour per officer.
3. For Extra Duty Details that occur on a Holiday, as that term is defined in Section 9.1 below, and the entity has provided the Village with a minimum of seventy-two (72) hours notice, the Extra Duty Detail will be compensated at a rate of Eighty-Five Dollars (\$85.00) per hour.
4. For Extra Duty Details where the entity requesting the detail provides the Village with less than seventy-two (72) hours notice, the Extra Duty Detail will be charged at a rate that includes the applicable base rate identified above plus an additional Fifteen Dollars (\$15.00) per hour.

Section 7.12. K-9 Assignment. The employer acknowledges time spent by an officer caring for a police canine is compensable under the FLSA. Based upon the time necessary for these and other potential canine tasks, said handler shall have release time of one (1) hour per each shift to be utilized for the care and maintenance of said canine. In addition, the handler shall be compensated for care and maintenance of the canine at the rate of One Hundred and Forty Dollars (\$140.00) per pay period. The canine handler acknowledges that said time is sufficient to care for the canine and that no other compensable time is necessary to care for the canine.

ARTICLE VIII
VACATIONS

Section 8.1. Eligibility and Allowances. All employees shall be eligible for paid vacation time after the completion of one (1) year of continuous full-time employment. Employees start to earn vacation allowance as of their date of hire. Vacation allowances shall be earned yearly based on the following schedule:

LENGTH OF CONTINUOUS SERVICE	VACATION DAYS PER YEAR
After one (1) year	80 hours
After five (5) years	120 hours
After eight (8) years	144 hours
After ten (10) years	160 hours
After fifteen (15) years	184 hours
After twenty (20) years	200 hours

Section 8.2. Vacation Pay. The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation.

Section 8.3. Time for Vacation. Employees who receive one hundred and twenty (120) or more hours of vacation in a year may, upon approval of the Chief of Police, elect to receive a payout of accrued vacation in lieu of the employee taking the time off, based upon the following schedule:

VACATION HOURS PER YEAR	MAY SELL BACK
120	40
144	45
160	50
184	60
200	65

Vacation payout income shall be distributed to the employee within thirty (30) days of the request to sell back such time, by separate paycheck if so requested by the employee.

Employees who are unable to utilize vacation time because of the needs of the Village shall either have such vacation time bought back by the Village or, at the Village's option, such employee(s) will be allowed to carry over such unused vacation hour(s) provided they are utilized within the following calendar year.

Section 8.4. Scheduling.

The time when an officer covered by the Agreement may take vacation leave and the length of said vacation leave shall be determined by the Chief of Police or his designee. For the

purpose of determining vacation leave, the Chief of Police or his designee, shall consider the Department's minimum staffing requirements.

All vacation requests for employees covered by this Agreement shall be submitted to the Chief of Police, or his designee, between the date on which patrol shifts are posted for the immediately subsequent calendar year and January 31st of that calendar year. Such vacation leave requests may only seek leave from January 1st through December 31st of the calendar year for which the patrol shifts are posted. Vacation leave requests for the months of January and February shall be reviewed by the Chief of Police or his designee within seven (7) calendar days of submission. All other vacation leave requests submitted on or before January 31st shall be reviewed by the Chief of Police or his designee, on or before March 1st of that calendar year. All requests not denied on or before March 1st of that calendar year will be deemed granted. Notwithstanding the foregoing, requests for vacation leave shall not be granted for New Year's Day, July 4th, Christmas Eve or Christmas Day in any calendar year if granting such request would cause the Department to go below minimum staffing levels for the Patrol Division.

Subsequent to January 31st of the calendar year in which the vacation leave is sought, all additional vacation leave requests shall be considered on a first come first serve basis. Such vacation leave may be requested in a minimum block of two (2) consecutive hours, with additional one (1) hour increments, up to eighty (80) consecutive hours of accrued vacation leave. Vacation leave requests may be made the same day utilized, up to one (1) hour before usage; however such vacation leave requests shall be denied if granting the request would cause the Department to go below minimum staffing levels for the Patrol Division.

Section 8.5. Calculating Length of Vacation for New Employees and in Year of Severance. Vacation shall be earned on a pro-rata basis during an employee's first year of employment and in the employee's year of severance. For example, should an employee begin employment during May, then the following January that employee shall have earned 8/12ths of vacation time but may not take such time until completion of the full year. The same shall be true of terminating employment. Employees shall earn credit for vacation on a pro-rata basis as per the example above and shall be paid for such unused time upon severance.

Section 8.6. Village Emergency. In case of an emergency, such as but not limited to riot, civil disaster, presidential visit, extreme illness and the like, the Village President, the Police Chief, or their designee, may cancel and reschedule any or all approved vacation leaves in advance of their being taken and/or recall any employee from vacation in progress.

Section 8.7. Termination of Employment. Upon separation of employment from the Village, all officers shall be entitled to receive payment for all accrued vacation time, payable at their hourly rate of pay within fourteen (14) days of separation.

Section 8.8. Accrual of Vacations for Employees on Special Leave. Employees on special leave shall accrue vacation benefits as follows:

1. Employees on disability, military or sick leave for less than one hundred eighty (180) days shall earn vacation at the normal rate.

2. Employees on special leave without pay shall not earn vacation benefits for the period of the leave.

3. Employees on leave receiving workers' compensation benefits from the Village shall earn vacation benefits at the normal rate.

Section 8.9. Holidays within Vacation Leave. When a holiday falls within a vacation leave, the employee shall be eligible for one additional day of vacation or a working day off at his request with the approval of the Chief of Police.

Section 8.10. Personal Time.

All employees covered by this Agreement shall be allowed twenty-four (24) hours of personal time with full pay per fiscal year. Accrued personal time not used by the end of the Village's fiscal year, shall be forfeited by the officer.

Officers who do not use any sick time during a fiscal year shall be entitled to an additional eight (8) hours of personal time in the immediate subsequent fiscal year. Any hours so earned will have the same conditions and limitations as any other personal time as provided in this Agreement.

Personal time may be used in a minimum initial block of two (2) consecutive hours, with additional one (1) hour increments, up to the amount of unused accrued personal time available to the officer. Personal time may be used with other paid benefit time. Requests for personal time may be made up to one (1) hour before usage, however requests for personal time made less than seventy-two (72) hours before usage shall be denied if granting the request would cause the Department to go below minimum staffing levels for the Patrol Division. Requests for personal time made seventy-two (72) hours or more before usage shall be granted. Notwithstanding the foregoing, requests for personal time shall not be granted for New Years Day, July 4th, Christmas Eve or Christmas Day in any calendar year, if granting the request would cause the Department to go below minimum staffing levels for the Patrol Division.

Section 8.11. FMLA Leave. The Village agrees to comply with all State and Federal Laws as to the benefits of the Family Medical Leave Act.

ARTICLE IX
HOLIDAYS

Section 9.1. General Information. The following will be recognized as holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day
President's Day

Thanksgiving Day
The day after Thanksgiving
Christmas Eve
Christmas Day
Veterans' Day

Employees who are not scheduled to work a holiday shall receive eight (8) hours of compensation at their regular hourly rate for each holiday. Employees may request holiday time as compensatory time in lieu of holiday compensation.

Section 9.2. Work on a Holiday. Employees assigned to work on a holiday shall receive two and one-half (2½) times their hourly rate of pay for all such hours worked during their shift, provided the employee begins his assigned shift on the holiday. Employees called in to work on a holiday shall receive one and one-half (1½) times their hourly rate of pay for all hours worked on the holiday

ARTICLE X

INSURANCE AND DISABILITY BENEFITS

Section 10.1. Coverage. The Village shall continue to make available to non-retired employees and their eligible dependents the same insurance coverage and benefits, including a vision insurance plan and a dental plan, on the same terms as are offered to other Village employees.

Employee premium contributions will remain in effect for the term of this contract at: PPO1-18% of total medical premium, PPO2-13% of total medical premium, and HMO-13% of total medical premium. Employees participating in annual Village Wellness Programs will receive a 50% discount on the annual premium increase, e.g. Village incurs a 10% premium increase for FY 2014, the employee contribution is calculated at a 5% premium increase for FY 2014, and every subsequent year shall be calculated in the same manner.

The Village Wellness Program consists of Wellness Screens (blood screen/wellness profile/biometrics/Blue Cross Blue Shield Health Risk Assessment). Wellness Screens may be completed during duty hours for employees covered by this Agreement. All components of the programs must be completed before June 1 each year to enjoy the Wellness Program discount. No physical fitness test shall be required of bargaining unit members, except as required by Section 15.7 of this Agreement.

Employees not enrolled in the Village Medical Plan, providing evidence of enrollment in another plan, will receive a One Thousand Two Hundred Dollar (\$1,200) taxable fringe benefit. If the employee can provide evidence that their out-of-pocket costs are greater than the base stipend, the Village will pay the difference up to Two Thousand Dollars (\$2,000). Qualified employees will receive this benefit over twelve (12) monthly installments starting January 2011 and each subsequent January, upon providing said documentation each plan year.

Section 10.2. Terms of Insurance Policies to Govern. The extent of coverage under the insurance policies (including HMO and self-insured plans) referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or

is obligated shall result in no liability to the Village, nor shall such failure be considered a breach by the Village of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the Village, employee or beneficiary of any employee.

Section 10.3. Life Insurance. During the term of this Agreement, the Village shall provide each full-time employee covered by this Agreement, with Term Life Insurance equal to one times the employee's annual salary. The Village reserves the right to provide this life insurance through a self-insured plan or under a group insurance policy or policies issued by an insurance company or insurance companies selected by the Village.

Section 10.4. Limitation of Liability. It is agreed that the extent of the Village's obligation under this Article is limited solely to the payment of the cost of the premiums for the insurance program provided hereunder, and employees and their dependents and beneficiaries shall be entitled to benefits, if any, only in accordance with and as governed by the terms and conditions of the insurance policies issued to provide such benefits. Neither the Village nor the Union shall themselves be obligated to pay any insurance benefits provided for in this Article directly to employees or their dependents or beneficiaries.

Section 10.5. Prescription Card. Provided that the Village's insurance coverage continues to offer a prescription card for use in providing prescriptions to the employees and the dependents, the Village shall continue to provide each covered employee of this Agreement such benefit.

Section 10.6. Disability Benefits. The Employer, as well as the Plainfield Police Pension Fund and the Family Medical Leave Act provide a variety of disability benefits and assistance depending upon the individual disability. For short term disabilities, that is less than thirty (30) days, the Employer provides both sick leave benefits for non-job related illnesses and workman's compensation for job related injuries. For longer term disabilities, that are more than thirty (30) days, the officer may be eligible for accumulated sick leave and/or workman's compensation reimbursement depending upon the nature of the disability. For officers, the Police Pension Fund provides disability benefits upon certification of the disability as required by the Illinois Compiled Statutes (820 ILCS 315 and 820 ILCS 320). In the event of a disability, the Employer will advise the officer of his rights under the pension fund, the Family Medical Leave Act and assist the officer or their dependents in applying for disability payments.

Section 10.7. Benefits for Families of Officers Killed while on Duty. All full-time police officers, who suffer a catastrophic injury or are killed while on duty or in the line of duty, shall be entitled to all benefits as provided by the Illinois Compiled Statutes (820 ILCS 315 and 820 ILCS 320).

Section 10.8. Deferred Compensation Contribution. The Village shall implement an IRS approved Deferred Compensation Contribution Savings Plan (the "457 Plan") for participating officers in accordance with the foregoing requirements.

Officers may elect to participate in the 457 Plan or to cease participating in the 457 Plan on an annual basis. To participate, an employee shall contribute a minimum of 1.5% of his annual salary to the 457 Plan. Such contributions shall be made from pre-tax income per paycheck (as allowed by Federal law) and remitted by the Village to the employee's deferred compensation account each payday. The minimum annual contribution will be based solely on base salary as reflected in Exhibit A of this Agreement. No overtime shall be used in the calculation of the minimum contribution required for eligibility.

Each participating officer will assume any annual maintenance and/or investment fees associated with the establishment of such deferred compensation account.

The Village shall contribute the following sums of money to each participating officer's deferred compensation account in April of each year. The Village shall contribute within the extent of the law the following sums of money, pre-tax and without pension withholding, to each participating officer's deferred compensation account in April of each year:

<u>Employee Contribution</u>	<u>Village Annual Contribution</u>
1.5%	\$500
2.0%	\$750
2.5%	\$1,000
3.0%	\$1,700

The Village's annual contribution level will be determined based upon the officer's plan contribution, as set forth above, as of April 1st of each year. The Village's contribution will be part of the Village's Accounts Payable check run in April. The April contribution covers services rendered during the previous contract year. Participating officers who terminate employment prior to April 1 of each contract year shall not be eligible for any contributions from the Village into the deferred compensation account.

Further, each participating officer may elect on an annual basis by April 15 of each year to sell back accrued sick leave benefits from the officer's sick leave bank, provided the participating officer retains a minimum of eighty (80) hours of accrued sick leave in his sick leave bank. Provided a sell back of sick leave does not deplete the participating officer's sick leave bank below (80) hours of accrued sick leave, the officer may sell back a maximum of forty (40) hours of sick time at the officer's rate of pay in effect on April 15 of that year. Any amounts elected to be sold back shall be removed from the officer's sick bank and deposited into the officer's deferred compensation account pre-tax and without pension withholding.

Section 10.9. Retiree Health Insurance Coverage. All sworn officers retiring after twenty (20) years of police service may elect to continue healthcare, dental and vision coverage until reaching the age of sixty-five (65). The Village shall offer retirees and their family the option to participate in any of the current plans offered by the Village to employees, subject to their contribution of premium costs, the cost of which shall not exceed the Village's cost for coverage. The Village reserves the right to change insurance carriers or benefit levels or to self-insure as it deems appropriate, so long as the new coverage and benefits are substantially similar to those which predated this Agreement. Prior to implementing any change, the Village shall notify the Chapter at least thirty (30) days prior to any change and, if requested, schedule a

meeting to discuss any changes. The Village shall comply with the Illinois Police officer's continuance privilege (215 ILCS 5/367g).

ARTICLE XI **SICK LEAVE**

Section 11.1. Purpose. The purpose of sick leave is to provide the employee with protection against loss of income due to personal sickness or injury, or for necessary care of an employee's immediate family, or for physical examinations or medical consultations which prevents the performance of normal job duties.

Sick leave may be taken because of personal illness, disability, or for the necessary care of the employee's immediate family. Sick leave may also be used for physical examinations and medical consultations.

Section 11.2. Sick Leave.

Each employee shall accumulate sick leave at the rate of one (1) day (eight (8) hours) per calendar month of service and it may be used only after it is earned. Sick leave may be accumulated at a maximum of one thousand four hundred forty (1,440) hours. Officers hired after January 1, 1995 shall, upon separation from employment with the Village, forfeit all earned sick leave not used by them prior to their separation from employment. Officers hired prior to January 1, 1995 shall, upon separation from employment, be compensated for one-half (1/2) of their total sick leave accumulated; however at no time shall an officer be compensated for more than four hundred and eighty (480) hours of accrued sick time. Said compensation shall be at the officer's rate of pay upon separation from employment. This termination benefit only accrues in the event the employee's termination is not the result of disciplinary action.

An employee who is absent, due to illness or to care for immediate family, for three (3) or more consecutive days, and/or who is absent due to illness or to care for immediate family, before or after their regularly scheduled days off, or requested days off, and/or establishes a pattern of regular usage of sick time may be required to submit a physician's certificate attesting to the illness.

Sick leave may not be granted in units of less than one (1) hour at a time. Sick leave may not be used to extend an employee's vacation time.

Section 11.3. Notification of the Police Department. To receive compensation while absent on sick leave, the employee shall notify the Department, through the on-duty supervisor/OIC, not less than one (1) hour before the start of the employee's shift. Failure to timely report an illness shall be considered as absence without leave.

Section 11.4. Sick Leave Abuse. The parties agree that sick leave abuse is a serious matter and both the union and the employees covered by this Agreement will take all reasonable steps possible to prohibit sick leave abuse or report such abuse to the Chief of Police or his designee whenever and wherever it may occur. "Abuse" means the existence of facts and

circumstances which would allow a reasonable person to conclude that sick leave is not being utilized for the purposes for which it was intended. Only sick leave defined as abuse may be used to adversely reflect on an employee's record.

ARTICLE XII **LEAVES OF ABSENCE**

Section 12.1. Allowable Absence Specified. A leave of absence without pay request must be in writing, should specify the reason for the leave and the duration. The request must be submitted to the Chief of Police. The request must be approved jointly by the Chief of Police and the Village Administrator.

Approval of leave without pay is dependent upon the circumstances of each individual case. Benefits and vacation accrual are not continuous during a leave of absence period. Vacation time, sick leave and compensatory time must be used before a leave of absence is granted.

Ordinarily leaves without pay will not be granted for a period or more than thirty (30) days. In exceptional circumstances, extended leaves may be considered.

Leaves of absence may be granted for the following reasons and consistent with the Family Medical Leave Act where applicable:

- a. extended illness;
- b. job related educational pursuits;
- c. maternity leave;
- d. military obligations;
- e. jury obligations;
- f. other special situations approved by the Village Administrator.

Section 12.2. Reinstatement. Upon expiration of approved leave without pay, the employee shall be offered a position comparable to that held at the time the leave was granted.

Section 12.3. Jury Duty. An employee who is summoned for jury duty should notify his supervisor as soon as possible. Employees who are required to report to jury duty shall be granted a leave of absence with full pay.

Section 12.4. Funeral and Emergency Leave.

a. Full-time bargaining unit employees shall be granted three (3) scheduled duty days' leave with pay in the event of the death or serious injury of a spouse, child, mother, father, sister, brother, grandparents, father-in-law, mother-in-law, son-in-law, daughter-in-law, grand-parents-in-law or a member of the employee's immediate family who lives in the employee's household. These days need not be consecutive, but must be used within in a two-week period of the occurring incident with the consent of the Chief of Police or his designee, which consent will not

be unreasonably withheld. Other benefit time may be used in conjunction with Funeral/Emergency Leave and shall not be unreasonably denied.

b. Upon demand of the Chief of Police, employees shall submit written official documentation (a copy of the obituary or death certificate) showing and verifying the need for the use of funeral leave.

Section 12.5. Military Leave. Military leave shall be granted in accordance with existing State and Federal laws.

Section 12.6. Absence Without Leave. Absence without leave is any absence from job responsibility without prior notification to and approval of the employee's supervisor. Unauthorized leave of absence shall be without pay and shall be the basis for disciplinary action.

Three (3) consecutive days of unauthorized or unapproved leave shall constitute voluntary resignation. Reinstatement may be granted at the Village's own discretion if the employee submits an acceptable reason for not providing prior notification.

ARTICLE XIII **SENIORITY**

Section 13.1. Definition: Acquisition and Retention. "Seniority" shall be defined as the length of full time continuous service since each patrol officer's most recent date of hire. Newly hired patrol officers and rehired patrol officers shall have no seniority prior to completion of the probationary period. Upon completion of the probationary period, a patrol officer's seniority shall relate back to his most recent date of hire as a patrol officer and shall be retained until occurrence of one of the following:

- (a) voluntary resignation;
- (b) termination/discharge;
- (c) absence from active employment for a period equal to the patrol officer's length of service or one (1) year, whichever is less;
- (d) retirement;
- (e) failure to report for work upon the conclusion of a leave of absence or vacation;
or
- (f) failure to report for work without notice for a period of two (2) consecutive scheduled work days.

Section 13.2. Seniority Lists. The Village will post a current seniority roster on or about the effective date of this Agreement, and, thereafter, on or about January 1 of each year.

ARTICLE XIV
WAGES

Section 14.1. Wage Schedule. Employees shall be compensated in accordance with the wage schedule attached to this Agreement as Appendix "A". All wages shall be effective May 1, 2014 for all employees employed at the time this Agreement is executed.

Section 14.2. Reimbursement for Expenses. When an employee is on official business and required to be outside the corporate limits of the Village pursuant to said duty, such as training, transport of prisoners, out-of-state travel, etc., the employee shall be reimbursed for certain expenses in the following manner:

- a. Covered employees who are requested to travel seventy-five (75) miles or more from the Village for training purposes or other Village business, shall receive from the Village fifty dollars (\$50.00) per diem to cover expenses connected with meals and gratuities. If meals are included in the training or other Village business, the cost of each included meal shall be deducted from the per diem based on the following schedule: Breakfast - \$10.00; Lunch - \$15.00; Dinner - \$25.00.
- b. Covered employees who are requested to travel less than seventy-five (75) miles from the Village, for training purposes or other Village business, shall receive from the Village fifteen dollar (\$15.00) per diem to cover expenses connected with meals and gratuities. Notwithstanding the foregoing, covered employees shall not receive a per diem for travel to or from the Kendall County Courthouse or Will County Courthouse for any purpose.
- c. IRS rate for mileage incurred by a covered employee who uses his personal vehicle to travel from the Village to training or other Village business.
- d. Covered employees shall be reimbursed for reasonable overnight lodging arrangements in cases of training or other required Village business which lasts three (3) consecutive days or more, and is conducted seventy-five (75) miles or more from the Village.
- e. For travel destinations beyond five hundred (500) miles from the Village, employees may request airfare (economy) and automobile rental (economic car only).
- f. Any out-of-pocket expenses such as tolls, emergency repairs, parking, etc. shall be reimbursed upon submission of receipts.

For an employee to be eligible for any of the above reimbursements, the employee must have prior approval from his immediate supervisor or Division Commander to attend the training or business event. Meal expenses shall be paid upon submission of confirmation of the completion of training. For purposes of this Section 14.2, mileage is measured from the Village's Police Department facility to the location of the training or other business event, by the most direct route.

Section 14.3. Outside Employment. Any employee of the Department desiring to engage in outside employment, either in uniform or in plain clothes, must conform to Departmental policy and procedures established for that purpose.

A. Prior to commencing any off-duty secondary employment, including self-employment, officers must submit a written request and obtain written approval from the Chief of Police.

B. Employees shall not work any secondary employment involving gambling, or the sale/distribution of alcoholic beverages; nor investigative work for insurance agencies in which the incident occurred in Will or Kendall County, any private process services and/or collection agencies, or attorneys practicing in Will or Kendall County. Nor shall the officer utilize any Village equipment, offices or systems of information.

C. The Police Department false arrest insurance and liability is not in force while employed in an outside employment capacity, nor is Plainfield's Worker's Compensation insurance.

Section 14.4. Wage Schedule-Lateral Transfers.

New employees who have successfully completed the testing process of the Board and are offered a position of Police Officer for the Village, may be eligible to laterally enter the wage schedule at a level reflecting the officer's total years of service for another law enforcement agency. Those employees will be eligible for this lateral transfer if they are currently certified by the Illinois Local Governmental Law Enforcement Training Board and are currently employed as a law enforcement officer.

No officer transferring into the Plainfield Police Department shall start at a step higher than three (3) years, as set forth in Appendix A. Nothing in this Section shall be construed to affect officer's seniority within the Department for any purpose other than wages.

Section 14.5. Wages for Acting Shift Supervisor. Officers under the rank of Sergeant, who perform duties at the direction of their superiors that are usually reserved for sergeants, shall receive compensation at the rate of two dollars (\$2.00) per hour in addition to their regular hourly rate of pay, per hour of work as an Acting Shift Supervisor.

ARTICLE XV
MISCELLANEOUS PROVISIONS

Section 15.1. Ratification and Amendment. This Agreement shall become effective when ratified by the Village and the Union and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

Section 15.2. Bill of Rights. The parties to this Agreement acknowledge the rights and issues set forth in the "Uniform Peace Officer's Disciplinary Act" (Illinois Compiled Statutes, Chapter 50, Sections 725/1, et seq.), and agree that any disciplinary action shall be undertaken

only in accordance with the terms and provisions of said act. Nothing in this Section is intended to waive any statutory or "Weingarten" rights applicable to bargaining unit members.

The parties agree that any violations of this Section shall not be subject to the Grievance Procedure as set forth in this Agreement.

Section 15.3. No Discrimination. Neither the Village nor the Union shall discriminate against any patrol officer because of race, sex, creed, color, religion or national origin. The

Union agrees to represent all patrol officers fairly and without regard to Union affiliation, non-affiliation or dis-affiliation.

The parties agree that any violations of this Section shall not be subject to the Grievance Procedure.

Section 15.4. Promotional Exams. The Village agrees to abide by the statutory guidelines for notice of promotional exams pursuant to Illinois Compiled Statutes, Chapter 65, Section 5/10-21.-13, or as modified.

Section 15.5. Discipline. If the Village has reason to discipline an employee it will make every effort to do so in a manner that will not unduly embarrass the employee before other fellow employees or members of the public.

Section 15.6. Special Assignments. Upon the written consent of the Chief of Police and the Village Administrator, an officer who may be unable to perform regular duties and has a written doctor's report stating that the officer's medical condition temporarily prohibits the performance of regular duty but would permit a temporary special duty assignment, said work may be permitted.

Section 15.7. Fitness Examination. If there is any question concerning an employee's fitness for duty, or fitness to return to duty, the Village may require that the employee have an examination by a qualified and licensed physician or other appropriate medical professional selected and paid by the Village.

Section 15.8. Drug and Alcohol Testing.

Statement of Policy: It is the policy of the Village that the public has the absolute right to expect persons employed by the Village in its Police Department will be free from the effects of drugs and alcohol. The Village, as the employer, has the right to expect its employees to report for work fit and able for duty and to set a positive example for the community. The purposes of this policy shall be achieved in such manner as not to violate any established constitutional rights of the officers of the Police Department.

Prohibitions: Officers shall be prohibited from:

- (A) Consuming alcohol at any time during or just prior to the beginning of the workday or anywhere on any Village premises or job sites, including Village

buildings, properties, vehicles and the officer's personal vehicle while engaged in Village business, except as may be necessary in the performance of duty as authorized by the Chief of Police or his designee.

- (B) Possessing, using, selling, purchasing or delivery any illegal substance at any time and at any place except as may be necessary in the performance of duty as authorized by the Chief of Police or his designee.
- (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.

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 substances, 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 test on a random basis up to three (3) sworn officers at a time, up to four (4) times per year or for reassignment to a special drug-related detail or assignment.

Order to Submit to Testing: At the time the officer is ordered to testing authorized by this Agreement, the Village shall, upon request, provide the employee with a general explanation of the basis for which the test is ordered. Thereafter, a more detailed explanation of the basis upon which the test is ordered will be provided in writing to the employee within thirty-six (36) hours 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.

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, or use a licensed breathalyzer operator who is not a member of the bargaining unit.
- (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) If a blood, urine, or hair test, 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 officer's right to privacy while insuring a high degree of security for the sample and its freedom from adulteration. Officers shall not be witnessed by anyone while submitting a sample except in circumstances where the laboratory or facility does not have a

“clean room” for submitting samples or where there is reasonable suspicion that the officer may attempt to compromise the accuracy of the testing procedure.

- (E) Confirm any blood, urine, or other 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 blood, urine, or other sample tested by a clinical laboratory or hospital facility of the officer's choosing, at the officer's own expense; provided the officer notified the Village within seventy-two (72) hours of receiving the results of the test.
- (G) Require that the laboratory or hospital facility report to the Village that a blood, urine, or other sample is positive only if both the initial screening and confirmation test are positive. The parties agree that should any information concerning such testing or the results thereof be obtained by the Village inconsistent with the understandings expressed herein (e.g., billings for testing that reveal the nature or number of tests administered), the Village will not use such information in any manner or form adverse to the officer's interests.
- (H) Require that with regard to alcohol testing, for the purpose of determining whether the officer is under the influence of alcohol, test results showing an alcohol concentration of .02 or more based upon the grams of alcohol per 100 millimeters of blood be considered positive (NOTE: The foregoing standard shall not preclude the Village from attempting to show that test results between .000 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 pendency of any testing procedure.

Right to Contest: If disciplinary action is not taken against the employee based in whole or in part upon the results of a drug or alcohol test, the Chapter and/or the officers, with or without the Chapter, 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 Three of the grievance procedure. Further, if disciplinary action is taken against an officer based in part upon the results of a test, then the Chapter and/or the officer, with or without the Chapter, shall have the right to file a grievance concerning any portion of the test if the discipline is not so extreme as to invoke

the jurisdiction of the Board. If the discipline is sufficiently extreme as to invoke the jurisdiction of the Board then the Chapter and/or the officer, with or without the Chapter, shall have the right to contest any testing permitted by this Agreement before the Board. 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.

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 not involving or related to criminal activity because of the officer's voluntary actions, other than the Village may require reassignment of the officer with pay if he is unfit for duty in his current assignment. The foregoing is conditioned upon:

- (A) The officer was not under investigation for illegal substance use or abuse of alcohol, or in such a circumstance that such investigation was imminent.
- (B) The officer agreeing to appropriate treatment as determined by the physician(s) involved.
- (C) The officer discontinues his use of illegal substances or abuse of alcohol.
- (D) The officer completes the course of treatment and aftercare prescribed by the attending medical authority(s), including an "after-care" group for a period of up to twelve (12) months.
- (E) The officer agrees to submit to suspicionless testing during hours of work during the proscribed period of treatment and aftercare discussed in (D) above.

Officers who do not agree to or act in accordance with the foregoing, or for whom there exists independent evidence of improper activity, may 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 by the attending medical authority(s) that the officer's current use of alcohol or drugs prevents such individual from performing the duties of a police officer or whose continuance on active status would constitute a direct threat to the property and safety of others. Such officer shall be afforded the opportunity, at his option, to use accumulated paid leave or take an unpaid leave of absence pending treatment.

ARTICLE XVI

EDUCATION BENEFITS

Section 16.1. On-Duty Training. Officers attending required training sessions away from the Department shall either be provided transportation to and from the training location, if available, or shall be paid the prevailing rate mileage allowance for the use of their own vehicle. An officer who attends a police related seminar, upon the direction of the Chief of Police, on his own time will receive one (1) hour pay for each hour spent in said seminar. Officers attending special schools or training academies outside of the Village shall be allowed to utilize a police

department squad, when available, for travel to and from the school or academy. Lodging will be offered to the officer if training requires travel of over seventy five (75) miles from the Village of Plainfield and where training lasts for three (3) or more consecutive days.

Officers attending training that is not required by the Department but at the request of the officer, shall do so on their own time and shall not be entitled to any compensatory time. It is also agreed that the transportation to and from these training sessions will be the officer's responsibility.

All on-duty training shall be in lieu of shift duty.

Section 16.2. Scheduling of On-Duty Training. All police officers assigned to in-house training shall be given notice of such training with a posting of the shift schedules. When training outside the Department is scheduled for officers covered herein, an officer shall be given as much notice as possible as the Village receives notice from the training facilities.

Section 16.3. Educational Assistance Plan. Tuition for approved courses will be reimbursed by the Village, provided the employee meets the following requirements:

1. The employee is a full-time employee and has completed the probationary period.
2. The program is job related and the employee has requested and received prior approval from the Chief of Police before enrollment. In the event such "program" is approved, the Village agrees to pay up to Two Thousand Dollars (\$2,000) per fiscal year for the duration and until the completion of such "program".
3. The employee attends an accredited school or approved training class.
4. The employee remains employed full-time with the Village for twelve (12) months after the course conclusion. Should the employee, for any reason, terminate employment before the conclusion of this twelve (12) month period, the employee will return such reimbursement to the Village. This amount may be deducted from the employee's final paycheck.

Reimbursement by the Village will be made in the following manner:

1. The Village will limit reimbursement for tuition and book costs to a maximum of Six Hundred Dollars (\$600) per semester per employee, or a maximum of Two Thousand Dollars (\$2,000) per fiscal year per employee. Under special circumstances, the Chief of Police may approve reimbursement requests exceeding Six Hundred Dollars (\$600) per semester, provided that no reimbursement to a single employee shall exceed Two Thousand Dollars (\$2,000) per year.

2. To qualify for reimbursement, employees must have receipts for tuition expenses plus a grade report showing that course work was completed with a grade of “B” or above, or a grade of passing if the course was taken on a pass/fail basis.

Section 16.4. Reimbursement of Training/Educational Assistance Expenses.

If an employee leaves the employment of the Village for reasons other than a disability pension within one (1) year of completing any training/education program costing more than One Thousand Dollars (\$1,000.00) paid for in whole or in part by the Village, including any required training to obtain or maintain certification as a peace officer, the employee shall reimburse the Village in full for the total cost of such training/education, including tuition, books, lodging and travel expense. The employee’s obligation to reimburse the Village will begin upon completion of the course or training/education program, and the employee will be deemed to have agreed to such reimbursement and to have such reimbursement withheld from his or her final paycheck. If such withholding is insufficient to cover the full cost of reimbursement, then the Village may pursue further reimbursement by lawful means.

ARTICLE XVII
UNIFORM ALLOWANCE

Section 17.1. Uniform Allowance.

A. The Village agrees to maintain the current quartermaster system for all other officers, providing that when an employee turns in a piece of issued equipment, as listed in Appendix C, that is not longer usable, said equipment shall be replaced with new equipment. All equipment turn-ins shall be with the approval and the review of the Chief of Police or his designee.

B. With respect to the officer’s duty weapon, the officer may, with the approval of the Chief of Police or his designee, carry his own duty weapon and the Village will continue to provide leather gear for same.

Section 17.2. Original Issue of Equipment. The parties agree that each new police officer hired by the Village shall be issued as his initial allocation of equipment, the equipment listed in Appendix C attached hereto and by reference incorporated herein. In addition, the Village shall replace the issued body armor and outer vest carrier for each officer every five (5) years, or upon the armor's expiration date, whichever comes first. Officers shall be allowed to request and receive a vest of a higher protection level, and such officer will pay the difference in cost between the upgraded vest and the standard issue.

Section 17.3. Reimbursement For Destruction Of Personal Property. Personal property required to be carried on duty, such as a watch, glasses, etc. shall be repaired or replaced at a reasonable price in the event of damage pursuant to police duties. The parties agree that the replacement costs for personal property required to be carried on duty shall not exceed \$200.00 for glasses so long as the damage was not caused through the fault of the employee, \$100.00 for sunglasses, and shall not exceed \$75.00 for a watch. Any covered officer requesting

reimbursement for such damage shall provide a written receipt to the Chief of Police or his designee.

Section 17.4. Practice Ammunition. In addition to any ammunition provided to covered employees for required/scheduled practice or qualification shoots, the Village shall provide fifty (50) rounds of ammunition to each covered officer for each month in which there is no required/scheduled practice or qualification shoot. Ammunition provided pursuant to this section shall be used only at a range or other site authorized by the Chief of Police or his designee.

Section 17.5. Plainclothes Officers. Any officer covered by this Agreement required to work in civilian clothes shall receive a clothing allowance of: six hundred dollars (\$600.00) per contract year. Officers must obtain prior approval for the type of expenditure from the Chief of Police or his designee. In addition newly assigned officers to the position of full time investigator shall be provided with a holster, cuff case, and ammo pouch suitable for wearing with civilian clothing.

ARTICLE XVIII **SAVINGS CLAUSE**

Section 18.1. Savings Clause. In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by virtue of legislative action or by any board, agency or court of competent jurisdiction, such decision shall apply only to the specific Article, section or portion thereof so affected and the remaining provisions of this Agreement shall remain in full force and effect.

ARTICLE XIX **ENTIRE AGREEMENT**

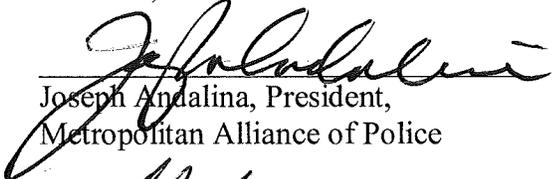
Section 19.1. Entire Agreement. This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the Village as provided in the management rights clause, Article II. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Union specifically waives any right it may have to impact or effect bargaining for the life of this Agreement.

ARTICLE XX
TERMINATION

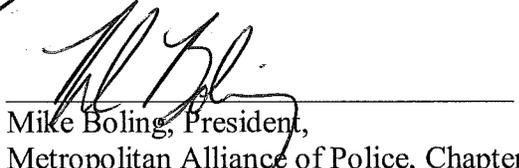
Section 20.1. Termination. This Agreement shall be effective as of the day after it is executed by both parties and shall remain in force and effect until midnight April 30, 2018. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by certified mail, or hand delivery, at least one hundred twenty (120) days prior to the termination date that it desires to modify this Agreement. The notice shall be considered as given as of the date shown on the post mark, or the date of hand delivery in which case a written, dated receipt shall be made. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the expiration date. Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse procedures are continuing for a new Agreement, or part thereof, between the parties. 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.

Executed this 6th day of October, 2014, after ratification by the Union's membership and after receiving official approval by the President and Board of Trustees of the Village.

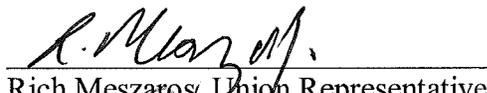
METROPOLITAN ALLIANCE OF
POLICE, PLAINFIELD CHAPTER #93



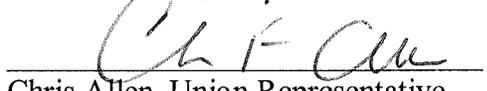
Joseph Andalina, President,
Metropolitan Alliance of Police



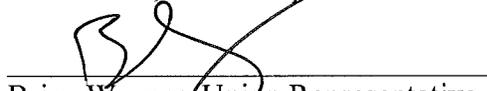
Mike Boling, President,
Metropolitan Alliance of Police, Chapter 93



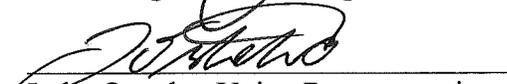
Rich Meszaros, Union Representative



Chris Allen, Union Representative

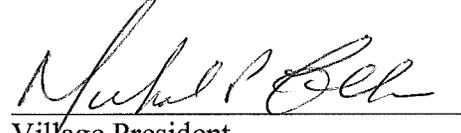


Brian Wagner, Union Representative



Luke Ostreko, Union Representative

VILLAGE OF PLAINFIELD



Village President

Attest: 

Village Clerk

APPENDIX A
WAGE SCHEDULE

	<u>4/30/2014</u>	<u>4/30/2015</u>	<u>4/30/2016</u>	<u>4/30/17</u>	<u>4/30/18</u>
Start	56904	58327	59785	61279	62811
PTI	59720	61213	62743	64312	65920
1	62677	64244	65850	67496	69184
2	65463	67100	68777	70496	72259
3	68703	70421	72181	73986	75835
4	72103	73906	75753	77647	79588
5	75672	77564	79503	81490	83528
6	79801	81796	83841	85937	88085
7	84964	87088	89265	91497	93784
8	90447	92708	95026	97402	99837

All wages shall be retroactive to May 1, 2014 as per Section 14. All pay increases take effect on the anniversary date currently used for officers' pay increases.

APPENDIX B
EQUIPMENT LIST

Hats:

- 1 Hat/5-Star
- 1 Winter hat (traditional or beanie)

Shirts/Turtlenecks:

- 3 Shirts (Long Sleeve)
- 3 Shirts (Short Sleeve)
- 2 Turtleneck Shirts

Trousers:

- 3 Trousers

Sweater and Outerwear

- 1 All-Season Jacket
- 1 Raincoat
- 1 Outervest carrier
- 1 Winter sweater (optional)

Miscellaneous Items:

- 1 Tie
- 1 Tie bar
- 1 Belt/Pants
- 1 Belt/Gun
- 1 Baton Holder
- 1 OC Spray Holder
- 1 ASP Baton
- 1 Cuff Case
- 1 Handcuffs & Key
- 4 Keepers
- 1 Ammunition Pouch (Style for Weapon)
- 1 Holster (Style for Weapon)
- 1 Hat Band
- 3 Name Plates
- 1 Hat Shield
- 1 Hat Band
- 1 Badge
- 1 Bullet Proof Vest (Manufacturer selected by Village, minimum level of protection IIA)
- 1 Outside bullet proof vest carrier
- 1 Pair of Boots (up to a value of \$150 per year)
- 1 Rain cap
- 1 Police Star
- 1 Traffic safety vest

Nylon Gear (the officer may receive leather as a replacement if already issued leather):

- 1 Nylon inner belt
- 1 Nylon outer duty belt
- 1 Nylon OC Spray holder

1 Nylon baton holder
1 Nylon handcuff case
5 Nylon belt keepers
1 Nylon ammunition pouch
1 Nylon duty holster
1 Nylon glove pouch
1 Nylon key holder (optional)

Dress Uniform:

1 Long sleeve dress shirt
1 Blouse Jacket
1 Dress trousers
1 Dress belt
1 Pair of Clarino dress shoes

Body Armor:

1 Bullet proof vest (manufacturer selected by the Village, minimum level protection IIA)

Boots:

1 Pair of duty boots (up to \$150.00)

APPENDIX C
GENERAL DEFINITIONS ON PUNITIVE ACTION

- A. Employee Performance Evaluation Database
A database used to record and track both positive and corrective action relative to an employee during an evaluation period lasting no more than one year.

- B. Tardy
When the employee is absent from the commencement of an assigned duty for ten (10) minutes or less without express notification to his/her supervisor or an employee with supervisory authority (OIC).

PUNITIVE ACTION DEFINITIONS: Punitive action may be issued to an employee for actions contrary to the Department's General Orders and/or policies and procedures. Management may, in its discretion, omit certain punitive action or repeat a punitive action depending upon the circumstances of the misconduct. Punitive action shall be issued by an employee of superior rank or authority and may include any of the following:

- A. Supervisory Informal Correction
Supervisory Informal Correction may be issued for minor infractions such as tardiness (both duty and court appearances), report/citation errors, vehicle maintenance, uniform violations and minor accidents. Supervisory Informal Correction will be recorded in the employee's performance evaluation database.

- B. Notice of Counseling (Oral Reprimands)
Notice of Counseling may be issued with respect to any violation of the Department's General Orders and/or policies and procedures. With respect to minor infractions, a Notice of Counseling may be issued to an employee after two (2) or more Supervisory Informal Correction discussions have occurred with that employee within a one year (12 consecutive month) period. Notice of Counseling reports will be discussed with the employee by the individual issuing the Notice of Counseling. The employee must sign the Notice of Counseling acknowledging the discussion. All Notice(s) of Counseling shall be placed in the employee's personnel file.

- C. Written Reprimands
Written Reprimands may be issued for repeated offenses of similar minor infractions or an offense with mitigating circumstances that in the discretion of Management warrants a Written Reprimand as the initial punitive action. All Written Reprimands shall be placed in the employee's personnel file.

- D. Suspensions
Suspensions may be ordered by the Chief of Police or the Board for serious violations of the Department's General Orders and/or policies or procedures, including but not limited to repeat offenses of a similar nature. All suspensions will be in accordance with the Rules and Regulations of the Board, the Department's policies and procedures, and the collective bargaining agreement between the Village and Union.

All Suspensions shall be placed in the employee's personnel file. A Suspension day shall be defined as one eight (8) hour period.

SQUAD CAR DAMAGE/ACCIDENTS ENFORCEMENT SCHEDULE

The Union and Village will establish an accident review board, which shall be comprised of fifty percent (50%) union members and fifty percent (50%) supervisory or management staff, to determine if an employee is "At Fault" for purposes of this provision. In the event of a tie vote, the Chief of Police shall review the matter and determine if the employee is "At Fault". The decision of the Chief of Police shall be final and binding. An employee who is determined to be "At Fault" for any accident (except a minor accident which is defined as an accident in which less than \$1,500 damage is caused to the Department vehicle) involving property damage to a Department vehicle, shall be disciplined in accordance with the following enforcement schedule:

- | | |
|--|-----------------------------------|
| 1. First (1 st) Incident: | Written Reprimand |
| 2. Second (2 nd) Incident: | One (1) Day Suspension |
| 3. Third (3 rd) Incident: | Two (2) Day Suspension |
| 4. Fourth (4 th) Incident: | Discretion of the Chief of Police |