

# ILLINOIS FOP LABOR COUNCIL

---

and

## VILLAGE OF OAK BROOK

Full-Time Peace Officers



January 1, 2018 – December 31, 2023

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487  
Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058  
Web Address: [www.fop.org](http://www.fop.org)  
24-hour Critical Incident Hot Line: 877-IFOP911



**Table of Contents**

AGREEMENT ..... 1

ARTICLE 1 RECOGNITION AND REPRESENTATION ..... 1

ARTICLE 2 NON-DISCRIMINATION..... 1

    Section 2.1 Generally ..... 1

    Section 2.2 Americans with Disabilities Act..... 1

ARTICLE 3 UNION RIGHTS ..... 1

    Section 3.1 Dues Check-Off..... 1

    Section 3.2 Indemnification ..... 2

    Section 3.3 Union Use of Bulletin Board..... 2

    Section 3.4 Access to Village Premises ..... 2

    Section 3.5 Union Stewards ..... 2

ARTICLE 4 LABOR-MANAGEMENT COMMITTEE ..... 3

ARTICLE 5 GRIEVANCE PROCEDURE..... 3

    Section 5.1 Definition ..... 3

    Section 5.2 Procedure..... 3

    Section 5.3 Bypassing Steps..... 4

    Section 5.4 Arbitration ..... 4

    Section 5.5 Limitations on Authority of Arbitrator..... 5

    Section 5.6 Time Limit for Filing ..... 5

    Section 5.7 Miscellaneous..... 6

ARTICLE 6 NO STRIKE-NO LOCKOUT ..... 6

    Section 6.1 No Strike ..... 6

    Section 6.2 Union’s Responsibility ..... 6

    Section 6.3 Discharge of Violators..... 6

    Section 6.4 No Lockout..... 7

    Section 6.5 Reservation of Rights ..... 7

ARTICLE 7 SENIORITY, LAYOFF AND RECALL ..... 7

    Section 7.1 Definition of Seniority..... 7

    Section 7.2 Probationary Period..... 7

    Section 7.3 Seniority List ..... 7

    Section 7.4 Layoff..... 8

Section 7.5 Recall.....	8
Section 7.6 Effects of Layoff .....	8
Section 7.7 Termination of Seniority .....	8
ARTICLE 8 HOURS OF WORK AND OVERTIME.....	9
Section 8.1 Application of Article.....	9
Section 8.2 Work Schedules.....	9
Section 8.3 Normal Workday .....	10
Section 8.4 Normal Work Cycle .....	10
Section 8.5 Overtime Compensation.....	11
Section 8.6 Overtime Assignments .....	11
Section 8.7 Employee Training Hours/Compensation .....	11
Section 8.8 Court Time .....	12
Section 8.9 Compensatory Time .....	12
Section 8.10 Call-In Pay.....	13
Section 8.11 Shift Bid .....	13
Section 8.13 No Pyramiding .....	14
ARTICLE 9 LEAVES OF ABSENCE .....	14
Section 9.1 Sick Leave .....	14
Section 9.2 Bereavement Leave .....	16
Section 9.3 Maternity/Paternity Leave .....	16
Section 9.4 Other Leaves of Absence .....	16
Section 9.5 Non-Employment Elsewhere .....	16
Section 9.6 Family and Medical Leave Act .....	17
ARTICLE 10 VACATIONS.....	17
Section 10.1 Eligibility.....	17
Section 10.2 Vacation Eligibility .....	17
Section 10.3 Vacation Pay .....	17
Section 10.4 Vacation Scheduling.....	18
Section 10.5 Limitation on Accumulation of Vacation.....	18
ARTICLE 11 SALARIES AND ECONOMIC BENEFITS .....	18
Section 11.1 Salaries .....	18
Section 11.2 Retroactivity .....	20

Section 11.3 Grievances Concerning Performance Increases .....	21
Section 11.4 Pay Progression .....	21
Section 11.5 Longevity Pay .....	21
Section 11.6 Holidays and Personal Days.....	21
Section 11.7 Uniforms and Equipment .....	22
Section 11.8 Clothing Allowance for Detectives .....	22
Section 11.9 Tuition Reimbursement.....	22
Section 11.10 Educational Incentive .....	23
Section 11.11 Severance Pay.....	23
Section 11.12 Pay for Serving as Field Training Officer .....	23
Section 11.13 Assistant Shift Commander or Officer in Charge of Detectives Pay .....	23
ARTICLE 12 INSURANCE.....	23
Section 12.1 Dental, Health, Life, and Vision Insurance Coverage.....	23
Section 12.2 Cost Containment.....	27
Section 12.3 Terms of Policies to Govern.....	27
Section 12.4 Right to Maintain Coverage While on Unpaid Leave or on Layoff.....	27
Section 12.5 Term Life Insurance .....	28
Section 12.6 Retirement Health Savings Plan.....	28
Section 12.7 Health Insurance Advisory Committee .....	28
ARTICLE 13 MANAGEMENT RIGHTS .....	28
ARTICLE 14 DRUG AND ALCOHOL TESTING .....	29
Section 14.1 General Policy Regarding Drugs and Alcohol .....	29
Section 14.2 Definitions.....	29
Section 14.3 Prohibitions. Police Officers shall be prohibited from:.....	29
Section 14.4 The Administration of Tests.....	30
Section 14.5 Conduct of Tests.....	31
Section 14.6 Cutoff Levels.....	32
Section 14.7 Right to Contest.....	33
Section 14.8 Voluntary Requests for Assistance.....	33
Section 14.9 Confidentiality of Test Results.....	33
Section 14.10 Discipline for Positive Tests.....	33
Section 14.11 Random Drug Testing .....	34

ARTICLE 15 MISCELLANEOUS .....	34
Section 15.1 Gender of Words .....	34
Section 15.2 Fitness Examinations.....	34
Section 15.3 Application of Agreement to Special Enforcement Units.....	34
Section 15.4 No Solicitation.....	34
Section 15.5 Travel Time Compensation/Mileage Reimbursement.....	34
Section 15.6 Mileage.....	35
Section 15.7 Bill of Rights .....	35
Section 15.8 Discipline .....	35
Section 15.9 Secondary Employment .....	36
Section 15.10 Disability .....	36
Section 15.11 Restricted Duty.....	36
Section 15.12 Access to Personnel File.....	37
Section 15.13 Union Representation .....	37
Section 15.14 Anonymous Complaints .....	37
Section 15.15 Reimbursement for Destruction of Personal Property.....	37
Section 15.16 Reimbursement of Training Costs.....	38
Section 15.17 Inoculations .....	38
Section 15.18 Off-Duty and Practice Ammunition .....	38
ARTICLE 16 ENTIRE AGREEMENT .....	38
ARTICLE 17 SAVINGS CLAUSE .....	39
ARTICLE 18 DURATION .....	39
APPENDIX A MEMORANDUM OF UNDERSTANDING.....	41
APPENDIX B DUES AUTHORIZATION FORM.....	43

## **AGREEMENT**

This Agreement is made and entered into by and between the Village of Oak Brook (hereinafter referred to as the "Village") and the Fraternal Order of Police Labor Council (hereinafter referred to as the "Union"). It is the intent and purpose of this Agreement to set forth the parties' entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the Village; to encourage and improve efficiency and productivity; to maintain the highest standards of personal integrity and conduct at all times; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein. NOW, THEREFORE, the parties agree as follows:

### **ARTICLE 1 RECOGNITION AND REPRESENTATION**

The Village recognizes the Union as the sole and exclusive bargaining representative for all sworn full-time Peace Officers (hereinafter referred to as "Officers" or "employees"), but excluding all sworn Peace Officers in the rank of sergeant and above, any employees excluded from the definition of "Peace Officer" as defined in Section 3(k) of the Illinois Public Labor Relations Act; supervisory, managerial or confidential employees as defined by the Act; and all persons excluded from coverage under the Act.

### **ARTICLE 2 NON-DISCRIMINATION**

#### **Section 2.1 Generally**

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

#### **Section 2.2 Americans with Disabilities Act**

In accordance with applicable law, both the Village and the Union agree to abide by the requirements of the Americans with Disabilities Act. Any dispute concerning the interpretation and application of this paragraph shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

### **ARTICLE 3 UNION RIGHTS**

#### **Section 3.1 Dues Check-Off**

During the term of this Agreement the Village will deduct from each employee's first paycheck each month the regular Union dues for each employee in the bargaining unit who

has filed with the Village a lawfully written authorization form and will promptly forward same to the Union.

The Union agrees to give the Village at least thirty (30) days' notice in writing of any change in the amount of the regular dues to be deducted. The Union further agrees that it will not submit such written notification of a change in the amount of the regular dues to be deducted more than once within any twelve (12) month period of time. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this due's deduction provision.

### **Section 3.2 Indemnification**

The Union shall indemnify and hold harmless the Village, its elected representatives, Officers, administrators, agents, and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) as a result of the Village's action in deducting regular monthly dues and fair share fees and forwarding same to the Union in accordance with the provisions of Sections 3.1 and 3.2 above or in reliance on any authorization forms furnished by the Union under any of such provisions.

### **Section 3.3 Union Use of Bulletin Board**

The Village will make available space on the bulletin board located on the lower level at the base of the stairs for the posting of official Union notices of a non-political, non-controversial nature, but only after such notices have been submitted to and approved by the Police Chief or designee for posting. Such approval shall be noted on the posting, along with the date it was approved and the period of time that the notice will be posted. Except as provided in this Section, there shall be no distribution or posting of Union materials of any kind on Village property.

### **Section 3.4 Access to Village Premises**

Duly authorized Union business representatives will be permitted access at reasonable times to the premises of the Village for the purpose of handling grievances or otherwise representing employees pursuant to the provisions of this Agreement. These business representatives will be identified to the Police Chief or designee in a manner suitable to the Village and on each occasion will first secure the prior approval of the Police Chief or designee to enter and conduct their business so as not to interfere with Village operations. If such approval is granted, the Police Chief or designee shall designate the area where such business is to be conducted and the period of time to be provided. The Union will not abuse this privilege, and such right of entry shall at all times be subject to general department rules applicable to non-employees.

### **Section 3.5 Union Stewards**

The Village recognizes the right of the Union to select a Chief Union Steward and alternate(s) and the Union agrees to furnish the Village in writing within two (2) weeks of ratification of

this Agreement with the names of the Chief Union Steward and any alternate(s) selected by the Union. The Chief Union Steward shall be deemed the Union's official spokesperson. Union stewards are not permitted to conduct Union business during work hours without the permission of the Police Chief or designee.

#### **ARTICLE 4 LABOR-MANAGEMENT COMMITTEE**

At the request of either party, the Union Steward and the Police Chief or their designees shall meet at least quarterly to discuss matters of mutual concern that do not involve negotiations. The Union Steward may invite other bargaining unit members (not to exceed two) to attend such meetings. The Police Chief may invite other Village representatives (not to exceed two) to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least seven (7) days prior to the date of the meeting. Employees scheduled to work will notify the Police Chief prior to their attendance at a meeting and if such attendance is approved, the employee will be permitted to attend the meeting during his regular hours of work with no loss of pay. A Labor-Management Committee meeting shall not be used for the purpose of discussing any matter that is being processed pursuant to the grievance procedure set forth in this Agreement or for the purpose of seeking to negotiate changes or additions to this Agreement.

#### **ARTICLE 5 GRIEVANCE PROCEDURE**

##### **Section 5.1 Definition**

A "grievance" is defined as any dispute or difference of opinion, including any discipline up to and including termination raised by an employee (or the Union as provided below) against the Village with respect to the meaning, interpretation, or application of a specific provision or provisions of this Agreement. The Union may only file a grievance if the same facts give rise to a grievance involving two (2) or more employees.

##### **Section 5.2 Procedure**

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

##### **STEP 1**

Any employee who has a grievance shall submit the grievance in writing to the employee's (in most cases, the Sergeant in charge) immediate supervisor and the appropriate Division Commander. The grievance shall contain a brief statement of the facts, the provision or provisions of this Agreement which are alleged to be involved in the dispute or difference, and the relief requested. All grievances must be presented no later than fourteen (14) calendar days from the date of the occurrence of the matter giving rise to the grievance or within fourteen (14) calendar days after the employee was provided with information, or obtained knowledge, of the occurrence of the event giving rise to the grievance. The immediate

supervisor or the appropriate Division Commander shall render a written response to the grievant and the Union Steward within ten (10) business days after the grievance is presented.

## **STEP 2**

If the grievance is not settled at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Police Chief within five (5) business days after receipt of the Village's answer at Step 1. The Police Chief, or designee, shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within ten (10) business days with the grievant, together with the Union Steward and, if the Union so desires, the Union business representative at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Police Chief, or designee, shall provide a written answer to the grievant and the Union within ten (10) business days following their meeting.

## **STEP 3**

If the grievance is not settled at Step 2 and the Union desires to appeal, it shall so notify the Village Manager in writing within ten (10) calendar days after receipt of the answer of the Police Chief or designee at Step 2. Thereafter, the Village Manager or designee and the Police Chief or other appropriate individual(s) as desired by the Village Manager (not to exceed three) shall meet with the grievant and a Union business representative and other appropriate individuals as desired by the Union business representative (not to exceed three) within fifteen (15) business days of receipt of the Union's appeal. If no agreement is reached, the Village Manager or designee shall submit a written answer to the grievant and Union within ten (10) business days following the meeting.

## **Section 5.3 Bypassing Steps**

The parties may by mutual agreement in writing agree to bypass one or more steps of the grievance procedure. Any grievance filed by the Union shall be initiated at Step 2. Any grievance filed involving suspension or termination shall be initiated at Step 3.

## **Section 5.4 Arbitration**

If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union only may refer the grievance to arbitration, as described below, within twenty-one (21) calendar days of receipt of the Village's written answer as provided to the Union at Step 3:

- (a) In the absence of agreement on a neutral arbitrator, the parties shall file a joint request with the Federal Mediation & Conciliation Service ("FMCS") for a panel of five (5) arbitrators from which the parties shall select a neutral arbitrator. In the event that the Village representative does not sign and submit said request (already signed by the Union) to FMCS or return same to the Union fully signed within ten (10) calendar days after same was received by the Village representative, the Union may file a request that

is consistent with the provisions of this subsection with FMCS signed only by it with Notice to the Village. The parties agree to request the FMCS to limit the panel to members of the National Academy of Arbitrators who reside within a radius of 175 miles of the City of Chicago. Both the Village and the Union shall each have the right to reject one panel in its entirety, on written notice to the other, within seven (7) calendar days of its receipt and request that a new panel be submitted. The Village and the Union shall have the right alternately to strike names from the panel. One party shall strike a name, the other party shall then strike a name, and this shall continue until one name remains. The person remaining shall be the arbitrator. A coin flip will determine who strikes first with the loser of the coin toss striking first.

- (b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Village representatives.
- (c) The arbitrator shall endeavor to submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (d) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.
- (e) The fees and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

### **Section 5.5 Limitations on Authority of Arbitrator**

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue or issues reasonably raised by the grievance as initially submitted. The arbitrator shall have no authority to make a decision on any issue or issues not so reasonably raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with applicable laws. Any decision or award of the arbitrator rendered within the limitations of this Section 5.5 shall be final and binding upon the Village, the Union and the employees covered by this Agreement.

### **Section 5.6 Time Limit for Filing**

No grievance shall be entertained or processed unless it is submitted at Step 1, or Step 2 if applicable, within fourteen (14) calendar days after the occurrence of the event giving rise to the grievance or within fourteen (14) calendar days after the employee was provided with information, or obtained knowledge, of the occurrence of the event giving rise to the grievance. A "business day" is defined as a calendar day exclusive of Saturdays, Sundays or holidays observed by the Village. If a grievance is not presented by the employee or by the Union (as defined above) within the time limits set forth above, it shall be considered "waived"

and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee or the Union, whichever is applicable, may elect to treat the grievance as denied at the step and within fifteen (15) days after the Village answer was due, appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

### **Section 5.7 Miscellaneous**

No member of the bargaining unit who is serving as acting Shift Commander shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article.

## **ARTICLE 6 NO STRIKE-NO LOCKOUT**

### **Section 6.1 No Strike**

Neither the Union nor any Officer, member of the Union or Officer by this Agreement will call, institute, authorize, participate in, sanction, encourage, or ratify any strike, work stoppage, sympathy strike, secondary boycott, slowdown, speed-up, sit down, concerted refusal to perform overtime, concerted abnormal and unapproved enforcement procedures or policies, or mass resignation, mass absenteeism or picketing which causes any work stoppage or any concerted refusal to perform duties by any Officer or Officer group. Neither the Union nor any Officer, member of the Union, or Officer covered by this Agreement will refuse to cross any picket line, by whomever established.

### **Section 6.2 Union's Responsibility**

Should any activity prescribed in Section 6.1 of this Article occur, the Union shall immediately:

- A. Publicly disavow such action by the employees or other persons involved;
- B. Advise the Employer in writing that such action is not sanctioned by the Union;
- C. Notify the employees stating that it disapproves of such action and instructing all employees to cease such action and return to work immediately;
- D. Take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the Employer to accomplish this end.

### **Section 6.3 Discharge of Violators**

The Employer shall have the right to file charges seeking discharge or other wise discipline

any or all employees who violate any of the provisions of this Article. In such event, the employee or employees, or the Union in their behalf, shall have no recourse to the grievance procedure, except for the sole purpose of determining whether an employee or employees participated in the action prohibited by this Article. If it is determined that an employee did so participate, the disciplinary action taken by the Employer may not be disturbed.

#### **Section 6.4 No Lockout**

The Employer agrees that it will not lock out any employees during the term of this Agreement or any extension thereof.

#### **Section 6.5 Reservation of Rights**

In the event of any violation of this Article by the Union or the Employer the offended party may pursue any legal or equitable remedy otherwise available, and it will not be a condition precedent to the pursuit of any judicial remedy that any grievance provided in this Agreement be first exhausted.

### **ARTICLE 7 SENIORITY, LAYOFF AND RECALL**

#### **Section 7.1 Definition of Seniority**

Seniority shall be based on the length of time from the last date of beginning continuous full-time employment as a sworn Peace Officer in the Police Department of the Village. Conflicts of seniority shall be determined on the basis of the order of the Officers on the Fire and Police Commission hiring list, with the Officer higher on the list being the more senior.

#### **Section 7.2 Probationary Period**

All new employees and those rehired after termination of employment shall be considered probationary employees until they have completed a probationary period as prescribed by the Oak Brook Board of Fire and Police Commissioners that does not exceed eighteen (18) months from the date of employment if the individual is already certified or eighteen (18) months from the date that the employee passes the State of Illinois certification examination if the employee is not certified at time of employment. An employee's probationary period may be extended for an additional six (6) months upon mutual written agreement of the Police Chief and the employee involved. No grievance shall be presented or entertained in connection with the suspension, layoff, or termination of a probationary employee. There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his last date of hire with the Village in a position covered by this Agreement.

#### **Section 7.3 Seniority List**

On or before January 1 each year, the Village will post a seniority list setting forth each employee's seniority date. In addition, the Village shall send a copy of the list to the Union.

Unless the Village is advised in writing of any alleged error in the list within thirty (30) calendar days after the list is posted, the list shall be deemed binding on both the Union and all employees.

#### **Section 7.4 Layoff**

The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their length of service in the Department, starting with the employee with the shortest length of service.

#### **Section 7.5 Recall**

Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff. Employees who are eligible for recall shall be given two (2) calendar weeks' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, provided that the employee must notify the Police Chief or designee of his intention to return to work within three (3) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Police Chief or designee with his latest mailing address. If an employee fails to timely respond to a recall notice his name shall be removed from the recall list.

#### **Section 7.6 Effects of Layoff**

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

1. An employee shall be paid for any earned but unused vacation days.
2. An employee shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for single and, if desired, family coverage.
3. If an employee is recalled, the amount of accumulated sick leave days that the employee had as of the effective date of the layoff shall be restored.
4. Upon recall, the employee's seniority shall be adjusted by the length of the layoff.

#### **Section 7.7 Termination of Seniority**

Seniority and the employment relationship shall be terminated for all purposes subject to confirmation by an Arbitrators Award, if the employee:

- a) quits;
- b) is discharged and the separation is not reversed;
- c) retires (or is retired should the Village adopt and implement a legal mandatory retirement age);
- d) falsifies the reason for a leave of absence or is found to be working during a leave of absence without the written approval of the Village Manager.
- e) fails to report to work at the conclusion of an authorized leave or vacation;
- f) is laid off and fails to notify the Police Chief or designee of his intention to return to work within three (3) calendar days after receiving notice of recall or fails to return to work within two working days after the established date for the employee's return to work;
- g) is laid off for a period in excess of two (2) years
- h) does not perform work for the Village for a period in excess of twelve (12) months, provided however, this provision shall not be applicable to absences due to military service, established work related injury compensable under workers' compensation, disability pension or a layoff where the employee has recall rights, or
- i) is absent for three (3) consecutive working days without authorization unless there are extenuating circumstances beyond the employee's control that prevent notification.

Any dispute regarding this Section shall be resolved through arbitration.

## **ARTICLE 8 HOURS OF WORK AND OVERTIME**

### **Section 8.1 Application of Article**

Nothing herein shall be construed as a guarantee of hours of work per day, per week, or per work cycle, and nothing herein shall preclude the Village from restructuring the normal workday, work week or work cycle. It is the Village's intent that such changes will be implemented based upon the valid and legitimate operation needs of the Department.

### **Section 8.2 Work Schedules**

The Village shall post work schedules showing the shifts, workdays and work hours to which bargaining unit members are assigned. In the event that it becomes necessary to temporarily change the normal workday, workweek or work cycle of an employee, the affected employee(s) will be afforded at least seventy-two (72) hours' notice of the change, except in emergencies. There will be no more than two (2) changes per Officer per work cycle, except in emergencies.

### **Section 8.3 Normal Workday**

- a) For Officers assigned to one (1) of the four (4) regular patrol shifts, the normal workday shall consist of twelve and one quarter (12.25) consecutive hours of work, including two (2) paid fifteen (15) minute break periods, unless changed in accordance with Section 8.2 or unless otherwise necessary to carry out the mission of the Employer or in the event of civil emergency, riots, civil disorders, tornado conditions, floods, etc. as may be declared by the Village President, the Village Manager, Chief of Police or their authorized designees. The current starting times are 5:45 a.m. and 5:45 p.m. Fifteen (15) minutes of the forty-five (45) minute lunch period will be unpaid to accommodate the Roll Call/Shift Briefing Period. However, Officers will be considered on duty and available for call for the entire work period without benefit of additional compensation should they be called for service. The Chief of Police, at his discretion, may also designate a power shift, with the hours and days scheduled subject to modification by the Chief of Police.
- b) For Officers not assigned to one (1) of the four (4) regular patrol shifts, (detective, D.A.R.E. Officer, crime prevention Officer, etc.), the normal work day shall consist of eight point four (8.4) or ten point five (10.5) consecutive hours of work as designated by the Chief of Police, unless changed in accordance with Section 8.2. Lunch and break periods for the power shift will be generally the same length as in other assignments.

### **Section 8.4 Normal Work Cycle**

- a) The Oak Brook Police Department hereby elects a work period of fourteen (14) days, beginning on Sunday and ending Saturday, under the provisions provided in Section 207(K) of the Fair Labor Standards Act. The normal work period shall consist of eighty-four (84) hours of work within the fourteen (14) day work period. The Village will not alter or adjust the normal workday or work period solely for the purpose of avoiding overtime payments or to limit individual employee's opportunity to work overtime. In cases of illness, injury or other emergency reasonably anticipated to last for more than fourteen (14) days, the Village may take reasonable steps to adjust normal work days or workweeks for one (1) or more employees in order to maintain its level of service to the community without necessarily requiring the use of overtime.
- b) Assignment to Investigations and Support Services Section: Notwithstanding the foregoing, it is recognized that the normal work day of an employee assigned to the Investigation or Support Services Section will necessarily vary depending on the needs of the Department and that, from time to time, it will be necessary to make changes in the employee's normal work day or work week without the need for prior notice to the Union.
- c) The Village and the Union agree and understand that any change to the definition of "normal workday" as defined in this Article will also require collective bargaining over the definition of "normal work cycle."

### **Section 8.5 Overtime Compensation**

Upon ratification and approval of this Agreement, all hours paid in excess of the normal eighty-four (84) hours within the work period shall be compensated at the overtime rate of one and one-half (1.5) times the employee's regular straight time hourly rate of pay for each overtime hour worked in excess of eighty-four (84) hours in a fourteen (14) day work period. Overtime pay shall be earned in fifteen (15) minute increments as provided by the Fair Labor Standards Act (FLSA). All overtime shall be paid on the basis of the regular straight time hourly rate calculated by dividing the employee's annual salary by 2,184 hours.

### **Section 8.6 Overtime Assignments**

The Chief of Police or designee(s) shall have the right to require overtime work. Officers may not refuse overtime work. An overtime list will be maintained for each patrol team, which will be utilized to assign off duty personnel (on days off) to cover shortages created by sick call or mandatory-posted overtime that has not been filled. The off-duty team assigned to the affected hours will be required to fill the actual hours in which the shift does not meet minimum manpower requirements unless the covered member is utilizing benefit time in conjunction with days off (defined as immediately adjacent to). If any employee establishes that he has not been offered his appropriate share of overtime opportunities, such employee shall have first preference to future overtime opportunities until reasonable balance is recreated. Overtime that is available covering the hours from 0600 hours to 1800 hours will be covered by the off-day shift Officers and overtime hours from 1800 hours to 0600 hours will be covered by the off-midnight shift Officers, unless a covered member who is currently working volunteers to cover a portion of the hours, not to exceed sixteen (16) hours in a twenty-four (24) hour day. Once a covered member is ordered to fill a posted vacancy that has not been filled their name moves to the bottom of the overtime list. The next covered member on the list will then move to the top of the list. This rotating process will continue for each occurrence. Once a covered member accepts the posted overtime assignment, that Officer is responsible for the hours the Officer signed up for. An Officer may not remove their name from a posted overtime unless they have made arrangements for another Officer to work the assignment in their place. Overtime vacancies that are four (4) hours or less and that are due to unforeseen circumstances may be filled by ordering on duty personnel to hold over, however no involuntary hold over will result in a covered member working more than sixteen (16) hours consecutively. This Section shall not prohibit the Chief of Police from assigning overtime to any officer available in an emergency.

### **Section 8.7 Employee Training Hours/Compensation**

Employees who are required to attend training outside of the Village of Oak Brook shall be compensated on a day-for-day basis for single eight (8) hour, full-day, classes. (Ex: An employee scheduled to work a twelve (12) hour day shall be considered compensated for twelve (12) hours of pay and mileage, whether the training lasts twelve (12) hours or less). For multi-day classes, work hours will be arranged to allow maximum usage of any scheduled work hours prior to incurring overtime. (Ex: an employee is scheduled to work two (2) twelve-hour shifts during a scheduled three (3) eight (8) hour per day training seminar. No overtime

would be incurred as both the scheduled shifts and the training times would equal twenty-four (24) hours.) Employees who are required to attend training inside the Village of Oak Brook shall be required to account for the twelve (12) hours duty time. Should any training class in Oak Brook end early, the employee(s) shall report to the on-duty watch commander and be assigned work as necessary to offset for the total shortfall. Work may consist of further training opportunities within the Village, travel to and from the training, or other work as needed within their job assignment). Employees may use earned time off to make up any shortfall with the pre-approval of their supervisor or the approval of the on-duty watch commander. Actual travel time for training conducted outside the Village of Oak Brook, other than for a single day of training shall be deducted from any hours owed to the Village. To assist the Department to facilitate training, an employee's days off may be changed to accommodate the training scheduled including up to three (3) all department training days.

### **Section 8.8 Court Time**

Employees who are required to make a court appearance outside their normal hours of work (i.e., hours not contiguous to their normal shift or on a day not regularly scheduled) shall be paid either four hours' pay at straight-time or one and one-half (1.5) times for all hours actually spent making a court appearance, whichever is more. Court time that is contiguous to an employee's normal shift hours shall be compensated at the appropriate hourly rate of pay. Employees who are required to be "on call" for court appearances outside their normal hours of work (i.e., hours not contiguous to their normal shift or on a day not regularly scheduled) shall have the option of being paid two (2) hours of pay at straight time hourly rate of pay or receiving two (2) hours of compensatory time for each such day they are required to be "on call".

### **Section 8.9 Compensatory Time**

- a) At the time overtime is posted, the Police Chief may specify that such posted overtime will only be paid and that an employee who works the overtime may not select compensatory time in lieu of overtime pay. For all other hours worked beyond normally scheduled hours of work, including un-posted overtime and any ordered overtime hours, an employee may elect to either receive compensatory time or overtime pay. The compensatory time rate will be calculated the same as overtime as described in Section 8.5 of this Agreement. Employees may accumulate to a maximum of eighty-four (84) hours of compensatory time that maybe replenished throughout the year prior to being subject to the provisions in subsection b below. Compensatory time off shall be granted at the Employee's request within a reasonable time period that does not unduly disrupt the operations of the Village.
- b) Accumulated compensatory time in excess of thirty-six (36) hours that is not taken by December 1, shall be paid to the affected employee at their regular rate of pay, unless it is prescheduled and approved to be taken between December 1 and December 31, or the Village Manager has approved a request of the Employee to carry it over. Compensatory time payments shall be dispersed on a regularly scheduled payroll no later than the last payroll of the year.

### **Section 8.10 Call-In Pay**

An employee who is called back to work outside his normal hours of work (i.e., hours not contiguous to his normal shift), will be paid at one and one-half (1.5) times his regular straight-time hourly rate of pay for all hours worked outside his normal hours of work, with a minimum of two (2) hours pay at one and one-half (1.5) times. This Section shall not be applicable to scheduled overtime.

### **Section 8.11 Shift Bid**

The assignment of Officers assigned to the Patrol Division shall be subject to the following:

1. Each of the shifts shall consist of permanent (as opposed to rotating) annual assignments.
2. The selection of permanent annual assignments on either of the main shifts (Days or Nights shall be based on seniority subject to the provisions of this Section 8.11).
3. The Department may require that Employees assigned to each shift complete the full year on that shift. However, exceptions may be granted for extenuating circumstances.
4. At the same time that Officers bid for permanent shifts, they may also bid for any departmental identified "power shift" for the following year. Assignments to the "power shift" will be solicited to Employee on a volunteer basis and assigned by the Chief of Police. If the power shift is terminated at the discretion of the Chief of Police, Officers will be re-assigned to fill the manpower needs of the Department. Such placement will not displace any previous Officer's bid for that calendar year.
5. For vacancies that develop mid-year, the Chief of Police will consider qualified Employee who volunteer for such assignments. However, the method of replacement for those positions will be determined exclusively by the Chief of Police.
6. Officers who are serving as detectives or any non-patrol assignments who are returned to the Patrol Division shall be assigned to the shift of the Officer who has received the detective or other non-patrol assignment and will remain on that shift until the next time shifts are bid as provided above. When the Department knows prior to the bid process that a Detective or other officer working a non-patrol assignment will be returned to the Patrol Division, the Officer shall be eligible to participate in the annual bid process scheduled immediately prior to the year in which such return shall occur. If an Employee has been selected to move from the Patrol Division to Detective or other non-patrol status prior to a shift selection bid, such Employee shall not bid a shift selection during the annual bid process scheduled immediately prior to the year in which such change in status will occur.
7. The Chief of Police will determine the shift assignments of probationary Officers.
8. Notwithstanding Section 8.2, the Police Chief shall have the right to transfer employees who have been permanently assigned to a shift under this Section in order to meet the

bona fide operational needs of the Department to achieve a reasonable balance of experience on each shift, or to ensure the presence of necessary specialty training on each shift (e.g., loss of an employee filling a specialty position, retirement, injury or other long-term leave, changes necessitated due to personnel problems adversely affecting operations, etc.). Employees will be given fourteen (14) days' notice of a permanent schedule change, unless the change is to fill an emergency need. When a position is to be filled to meet the Department's bona fide operational needs or to insure the presence of necessary specialty skills of each shift, such position shall normally be filled first by a qualified Employee who volunteers, or if no qualified Employee volunteers, then by the least senior Officer who is qualified to meet the Departmental need. If more than one qualified Employee volunteers, the Employee will be selected by the Chief of Police. Employees shall be given as much notice as practicable of such transfers.

If the reason for the transfer no longer exists and it would not adversely affect operations, the Officer shall be given the right to return to the shift originally bid.

9. The selection of permanent annual assignments on each of the shifts shall be implemented and evaluated as follows:
  - a. Prior to November 1, the Police Chief or designee shall post all scheduled shift positions in the Patrol Division. Whether a posted shift position is filled shall be determined by the Police Chief.
  - b. Between November 1 and November 15, all non-probationary Officers, and Probationary Officers scheduled to complete their probationary period prior to the start of the coming year's schedule, shall submit written bids, for a permanent shift commencing on the first shift change date in the following January and extending through the first shift change date twelve months thereafter. Shifts will be awarded on the basis of seniority. Only Officers on full "unrestricted duty" may participate in the shift bid process. Any Officer that is not eligible to bid for a shift will be assigned to a shift at the conclusion of the bid process. In the event multiple shift vacancies exist, Officers that were not eligible to bid for a shift will select a shift vacancy based on seniority at the conclusion of the bid process.
  - c. Officers failing to exercise their seniority to select a permanent shift shall be assigned by the Chief of Police to any unfilled vacant shifts.

### **Section 8.13 No Pyramiding**

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

## **ARTICLE 9 LEAVES OF ABSENCE**

### **Section 9.1 Sick Leave**

An employee shall be granted 8.4 hours of sick leave for each full calendar month of

employment that an employee is on the active payroll, provided that the number of sick leave hours shall not exceed 1,440 hours (180 days x 8 hours) at any one time and employees shall not earn sick leave for any month that an employee uses more than three (3) sick days in said month. Sick leave shall not be considered as a privilege which an employee may use at his discretion but shall be allowed only in case of:

1. Actual sickness.
2. Disability of the employee.
3. Because of childbirth by employee or wife.
4. Medical or dental appointments which cannot reasonably be scheduled during non-working time.
5. Other sickness prevention measures which cannot reasonably be scheduled during non-working time
6. Serious illness which requires the employee's presence for members of immediate family as defined as follows:
  - a. Spouse
  - b. Son or daughter
  - c. Mother or father
  - d. Sister or brother
  - e. Mother-in-law or father-in-law
  - f. Sister-in-law or brother-in-law
  - g. Grandparents or grandparents-in-law
  - h. "Domestic Partner" as defined by Illinois law

An employee may utilize up to three (3) days of sick leave for a serious illness of a member of the immediate family, which shall be charged against any accrued sick leave as provided above. In the event an employee is unable to work due to illness as provided above, the employee must notify his immediate supervisor one (1) hour prior to the start of his scheduled shift. The failure to provide such notification will result in the employee being off without pay.

A statement from a physician authorized and licensed to practice in Illinois or other documentation may be required for any use of sick leave of three (3) consecutive workdays for that Employee within a work week or more. If the employee does not supply such statement/documentation within a reasonable time after being requested or if the statement/documentation is not deemed satisfactory and not remedied within a reasonable time thereafter, the request for sick leave shall be denied and the time off shall be without pay.

It is specifically agreed that the Village retains the right to audit, monitor, and/or investigate sick leave usage. It is also specifically agreed that the Village retains the right

to take reasonable corrective action to deal with excessive sick leave usage. Claiming sick leave under false pretenses shall be cause for non-payment of sick leave and/or disciplinary action.

Upon leaving the Village's employ for any reason other than involuntary dismissal, an employee with twenty (20) or more years of service as a sworn Police Officer shall be paid for twenty-five (25) percent of the number of accumulated but unused sick leave hours up to a maximum of 1,440 at his/her regular straight time hourly rate of pay at time of leaving the Village's employ. Example: An employee with twenty (20) or more years of service who has eight hundred 800 accumulated but unused sick leave hours at time of leaving the Village's employ shall be paid for two hundred (200) sick hours at his/her regular straight time hourly rate of pay in effect at time of leaving the Village's employ.

### **Section 9.2 Bereavement Leave**

An employee may be granted a bereavement leave of up to three (3) working days without loss of pay in case of death of a member of the employee's family, as defined in this Agreement, for the purpose of attending the funeral (including making arrangements for the funeral and attending a wake, memorial service and/or burial).

### **Section 9.3 Maternity/Paternity Leave**

Upon reasonable written request submitted to the Police Chief at least one month prior to the beginning date of a requested leave, the Police Chief, with the approval of the Village Manager, shall grant an Officer an unpaid maternity/paternity leave of absence not to exceed twelve (12) weeks for the purpose of taking care of the newly born child. During the maternity/paternity leave the employee will not forfeit any accrued sick leave, vacation, or seniority rights previously earned during the period of employment. An employee shall not earn sick leave during a maternity/paternity leave. For unpaid maternity/paternity leave the Village will continue to pay its share of the cost to maintain insurance coverage for full-time employees who have worked at least 1,250 hours over the previous twelve (12) months.

If the employee fails to return to work for reasons other than the serious health condition of the employee or an immediate family member, the employee shall repay to the Village the premiums paid on the employee's behalf to maintain insurance coverage while on unpaid maternity/paternity leave.

### **Section 9.4 Other Leaves of Absence**

In addition to leaves of absence specified in this Agreement, employees shall also be entitled to other leaves of absence granted to Village employees. Such additional or other leaves of absence shall be granted in accordance with the terms and conditions specified from time to time in the Village's personnel policies that are applicable to Village employees generally.

### **Section 9.5 Non-Employment Elsewhere**

A leave of absence will not be granted to enable an employee to try for or accept employment

elsewhere or for self-employment. Any employee who engages in employment elsewhere (including self-employment) while on any leave of absence as provided above shall be subject to immediate termination.

**Section 9.6 Family and Medical Leave Act**

In order to be in compliance with the Family and Medical Leave Act of 1993 ("FMLA") and applicable rules and regulations, the parties agree that the Village may adopt policies to implement the Family and Medical Leave Act of 1993 that are in accord with what is legally permissible under the Act and the applicable rules and regulations.

**ARTICLE 10 VACATIONS**

**Section 10.1 Eligibility**

The number of hours of vacation which an employee is eligible to receive annually shall be based on the number of years of continuous full-time employment with the Village in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Number of Hours Per Year</u>
1-4 Years	80
5-9 Years	120
10-19 Years	160
20 Years or More	200

Employees will be entitled to vacation leave in the calendar year following their date of hire. The initial vacation period shall be prorated, based on the number of months worked in the year of hire. Thereafter, the amount of vacation shall be in accordance with the foregoing schedule. In the event an employee will complete an anniversary year after January 1 that will entitle him to additional vacation time during that calendar year, such additional time can be scheduled and taken prior to his anniversary date. In the year in which an employee will complete his twenty-fifth year of service with the Village the employee shall receive an additional eighty (80) hours of vacation for that year only.

**Section 10.2 Vacation Eligibility**

In order to accrue earned vacation, an employee must be paid for at least 1,800 hours during the prior year.

**Section 10.3 Vacation Pay**

Vacation pay shall be paid at the rate of the employee's regular straight-time hourly rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation.

## **Section 10.4 Vacation Scheduling**

- a) In accordance with past practice, employees will make their annual vacation selections on the basis of shift seniority between December 1st and December 15th. Vacation time may be requested at any time on a first come basis after the date. However, requests for vacation time of five (5) or more consecutive workdays shall be made no later than fourteen (14) days in advance, except under special circumstances. An Officer's vacation request is subject to the approval of the Chief of Police or designee; such approval shall not be unreasonably withheld. Once such approval is obtained, a subsequent vacation request from a more senior Officer shall not supersede the approved vacation of a junior Officer.
- b) The parties agree that there are certain operational periods that may be blocked out and unavailable for vacation requests due to operational needs of the Department (i.e.: Taste of Oak Brook, Half Marathon). These periods will be determined by the Chief of Police in advance prior to the start of the current calendar year and posted on the schedule. Pursuant to request, one member of the bargaining unit may be allowed to take vacation during those time periods. The final determination of the request will be made by the Chief of Police.
- c) The parties agree that Officers shall submit in writing, in the manner prescribed by the Department, requests for time off, including but not limited to vacation, compensatory, holiday, and personal time. Upon receipt of a written request, the Village shall respond to the requesting Officer, in writing within fourteen (14) days from the date the request was first received by the supervisor to whom the request was directed. Should the Officer not receive a written response within ten (10) days by way of posting approved time off on the schedule or in written form, the Officer shall, in writing, again request a written response by the Village and deliver that request to the supervisor to whom the first request was made with a copy to the appropriate Commander.

## **Section 10.5 Limitation on Accumulation of Vacation**

Unless written permission is granted in writing by the Village Manager due to extraordinary circumstances, all of the annual vacation leave to which an employee is entitled shall expire at the end of that calendar year.

# **ARTICLE 11 SALARIES AND ECONOMIC BENEFITS**

## **Section 11.1 Salaries**

Effective September 1, 2019, covered officers shall be paid in accordance with the wage scale set forth for year 2019 as Table 1 in accordance with the Collective Bargaining Agreement in effect January 1, 2018 through December 31, 2020. Wage increases in effect January 1, 2021 through December 31, 2023 are in accordance with Table 2. Step increases will be effective upon the covered member's anniversary date (hire date) for each year. Eligible employees will commence the step process at the first step above their current annual salary in effect on the first payroll after September 1, 2019 and progress through on their anniversary from that

point rather than their years of service. Upon hiring a certified, experienced candidate, the Chief of Police will have the discretion to offer a starting salary of up to Step 4. Consideration will be made to those certified officers hired in the last 12 months prior to give them parity with those hired after September 1, 2019 with the same amount of experience. The member will then progress through the step program on their anniversary date as other covered members. This section strikes and replaces Sections 11.1, 11.4 and 11.5 of the 2018-2020 agreement as of September 1, 2019.

**Table 1**

		2.50%		2.50%	
		Effective 9/1/2019 Yearly	Hourly	Effective 1/1/2020 Yearly	Hourly
1	Start	\$68,395.00	\$31.32	\$70,103.85	\$32.10
2	After 6 mos.	\$72,602.50	\$33.24	\$74,417.56	\$34.07
3	After 1 yr.	\$76,811.00	\$35.17	\$78,731.28	\$36.05
4	After 2 yrs.	\$81,019.50	\$37.10	\$83,044.99	\$38.02
5	After 3 yrs.	\$85,228.00	\$39.02	\$87,358.70	\$40.00
6	After 4 yrs.	\$89,436.50	\$40.95	\$91,672.41	\$41.97
7	After 5 yrs.	\$93,645.00	\$42.88	\$95,986.13	\$43.95
8	After 6 yrs.	\$97,853.50	\$44.80	\$100,299.84	\$45.92
9	After 7 yrs.	\$102,062.00	\$46.73	\$104,613.55	\$47.90

**Table 2**

		2.75%		2.75%		3.00%	
		Effective 1/1/2021	Hourly	Effective 1/1/2022	Hourly	Effective 1/1/2023	Hourly
		Yearly		Yearly		Yearly	
1	Start	\$72,031.71	\$32.98	\$74,012.58	\$33.89	\$76,232.96	\$34.91
2	After 6 mos	\$76,464.05	\$35.01	\$78,566.81	\$35.97	\$80,923.81	\$37.05
3	After 1 yr	\$80,896.39	\$37.04	\$83,121.04	\$38.06	\$85,614.67	\$39.20
4	After 2 yrs	\$85,328.72	\$39.07	\$87,675.26	\$40.14	\$90,305.52	\$41.35
5	After 3 yrs	\$89,761.06	\$41.10	\$92,229.49	\$42.23	\$94,996.38	\$43.50
6	After 4 yrs	\$94,193.40	\$43.13	\$96,783.72	\$44.31	\$99,687.23	\$45.64
7	After 5 yrs	\$98,625.74	\$45.16	\$101,337.95	\$46.40	\$104,378.09	\$47.79
8	After 6 yrs	\$103,058.08	\$47.19	\$105,892.18	\$48.49	\$109,068.95	\$49.94
9	After 7 yrs	\$107,490.42	\$49.22	\$110,446.41	\$50.57	\$113,759.80	\$52.09

\* Officers assigned as detectives shall receive an annual stipend (pro rata if assigned for less than a full year) of \$2,000 per year.

### **Section 11.2 Retroactivity**

Employees covered by this Agreement who are still on the active payroll as of the beginning of the next payroll period immediately following ratification of this Agreement by both parties shall receive a retroactive payment which shall be based on the difference between the hourly rate they received between January 1, 2018, and the beginning of said payroll period and the salary they would have received during the same period of time based on the salary ranges set forth above, provided that any employee who retired after January 1, 2018, but before this Agreement was ratified by both parties shall also be eligible to receive retroactive pay based on the hours paid between January 1, 2018, and the date of retirement. Such retroactive pay shall be made on an hour for hour basis for all hours paid, (including all court time and overtime hours) since January 1, 2018. Such retroactivity pay shall be paid as soon as reasonably practicable following ratification of the Agreement by Union membership and approval by the Village but in no event later than sixty (60) days after ratification by the parties.

**Section 11.3 Grievances Concerning Performance Increases**

If an employee believes that the Village has acted arbitrarily, unreasonably or discriminatorily with respect to a performance increase, then the employee may grieve the matter in accordance with the grievance and arbitration procedure set forth in this Agreement.

**Section 11.4 Pay Progression**

Employees will be eligible to move to the next higher step on the pay scale annually on the anniversary of their date of hire. Movement from one (1) step to the next will occur only if the employee receives a “Meets Standards” or better evaluation during the annual review. Evaluations will be based upon the process and form in existence on January 1, 2020 for years 2020 through 2023. Employees who receive an evaluation “Below Standards” shall have a ninety (90) calendar day period in which to correct any deficiencies and earn the appropriate next step. If, at that time, the next step is earned it will not be retroactive but will be effective at the end of the ninety (90) calendar day period. Progression to the next step may be denied indefinitely to any employee who receives an “Unsatisfactory” evaluation. Only employees receiving a “Below Standards” or “Unsatisfactory” evaluation may grieve beyond Step 2. In the event that the grievance proceeds to arbitration, the employee’s burden of proof shall be that the evaluation was unreasonable under the circumstances. Upon reaching the top step, an employee will cease to be eligible for step increases. Employees with stipends as referenced in this Agreement will have that pay added to the commensurate step that the employee otherwise earned.

**Section 11.5 Longevity Pay**

Employees with ten (10) or more years of bargaining unit service as of January 1, 2020, and as of January 1 thereafter, will receive annual longevity pay in accordance with the following schedule:

<u>Years of Service</u>	<u>Longevity Pay Amount</u>
10 years but less than 15 years	\$600
15 years but less than 20 years	\$700
20 years or more	\$800

**Section 11.6 Holidays and Personal Days**

The following are the holidays observed by the Village of Oak Brook Police Department:

- |                               |                          |
|-------------------------------|--------------------------|
| New Year’s Day                | Labor Day                |
| Martin Luther King’s Birthday | Thanksgiving Day         |
| Good Friday (1/2 day)         | Day After Thanksgiving   |
| Easter Sunday                 | Christmas Eve            |
| Memorial Day                  | Christmas Day            |
| Independence Day              | New Year’s Eve (1/2 Day) |

In lieu of being granted time off on the holiday observed by the Village, each employee shall be credited with eighty-eight (88) hours off each calendar year (pro rata if employed less than one (1) year). In addition, each employee shall be credited with one (1) personal day off each calendar year. Said eighty-eight (88) hours and one (1) personal day without loss of pay shall be scheduled at the mutual convenience of the employee and the Department. Personal days off, when it causes staffing to fall below minimums, may be approved by the Patrol Division Commander, when special circumstances exist. The following compensation guidelines shall apply to those days (listed above) observed as holidays by the Oak Brook Police Department:

- a) If an employee works on a holiday, in addition to his normal pay, the employee will receive an additional one-half (.5) hours pay at his regular straight time hourly rate of pay for all hours worked on said holiday unless those hours of work are voluntary and funded by an outside source (e.g. special detail or grants).
- b) If an employee works on a holiday that is not a regularly scheduled day of work for said employee, the employee will be paid two (2) times his/her regular hourly rate of pay for each such hour that he/she works on said holiday unless those hours of work are voluntary and funded by an outside source (e.g. special detail or grants).
- c) If an employee works more than his or her regularly scheduled number of hours on a holiday that is a regular scheduled day of work for said employee, the employee will be paid two (2) times his/her regular hourly rate of pay for each additional hour that he/she works on said holiday unless those hours of work are voluntary and funded by an outside source, (e.g. special detail or grants).

### **Section 11.7 Uniforms and Equipment**

Upon initial hire, employees covered by this Agreement shall be provided at Village expense with an initial issue of uniforms and equipment. Pursuant to its quartermaster system, the Village will replace required uniform and equipment items through vendors selected by the Village as they become worn out or damaged, provided that the employee must turn in worn out/damaged uniform and equipment items to the Department Quartermaster and receive approval from the Department Quartermaster to replace the item or items in question. It is understood that equipment items may be appropriately repaired rather than replaced if it is reasonable to repair the item. Any employee who does not turn in worn out/damaged uniform and equipment items shall be required to pay for the replacement.

### **Section 11.8 Clothing Allowance for Detectives**

All detectives shall receive a \$750 and all Tactical Officers shall receive \$250 a year clothing allowance payable January 1 of each year (pro rata if assigned as a detective or tactical officer less than a full year).

### **Section 11.9 Tuition Reimbursement**

Employees covered by this Agreement shall be eligible to participate in any tuition reimbursement plan that the Village may have in effect from time to time on the same terms

and conditions that are applicable to Village employees generally.

**Section 11.10 Educational Incentive**

During the term of this Agreement, employees hired prior to October 1, 1980, shall continue to receive on a grandfathered basis the same education incentive that was in effect prior to the effective date of this Agreement.

**Section 11.11 Severance Pay**

Employees covered by this Agreement shall be eligible to receive severance pay on the same terms and conditions that may be in effect from time to time for Village employees generally.

**Section 11.12 Pay for Serving as Field Training Officer**

Employees who are assigned to serve as Field Training Officers shall receive an additional \$4.00 an hour per hour above their base salary for each hour they actually work as a Field Training Officer.

**Section 11.13 Assistant Shift Commander or Officer in Charge of Detectives Pay**

An employee assigned to serve as Assistant Shift Commander or Officer in Charge of Detectives shall be compensated \$4.00 an hour above his regular hourly rate of pay for each hour actually worked as an Assistant Shift Commander or Officer in Charge of Detectives.

**ARTICLE 12 INSURANCE**

**Section 12.1 Dental, Health, Life, and Vision Insurance Coverage**

All coverages, deductibles, and out of pocket costs contained in the 2018-2020 Collective Bargaining Agreement remain in effect until June 30, 2020. For July 1, 2020 to June 30, 2021 only, Bargaining Unit Members' premium costs will be decreased by 1% of the amount of the premium increase that is to be approved by the Board of Trustees for the 2020-2021 plan year for all other Village employees. (For example, if the employee's share of the premiums would otherwise increase 5% from \$100 to \$105, the employee's cost increase would be reduced by 1% to 4% and the employee's new premium would be \$104 for 2020 to 2021 only.) The Village of Oak Brook's dental, health, life, and vision insurance plans in effect on July 1, 2015 and shall be continued until July 1, 2020. Provided, however, the Village retains the right to add new plans during the term of this Agreement, change insurance carriers, third party administrators, or to insure as it deems appropriate, including through a health insurance cooperative or exchange, so long as the new coverage and new benefits are substantially similar to those which were in effect on July 1, 2020, including the following:

1. A Section 125 Flex Plan that will enable employees to tax shelter the amount they pay towards the cost of employee, employee plus one, or family coverage, as well as tax shelter amounts used to pay for qualified unreimbursed medical expenses and qualified childcare/dependent

care expenses, only so long as the program continues to be authorized by the Internal Revenue Service; and

2. The Village will continue to offer employees, under the same terms and conditions that are offered to non-represented Village employees, the opportunity to participate in the Village's Health Savings Account (BSA) program. The Village will continue to offer this program only so long as the program is offered to non-represented Village employees and/or BSA program continues to be authorized by the Internal Revenue Service; and
3. As part of the Village's wellness benefit, the Village will continue to offer well adult care (age 14 and up) with the PPO option, which includes one hundred (100) percent in network coverage for annual physical exams including routine diagnostic tests and mammograms; one hundred (100) percent in network well child care (to age 14) which includes physical exams, immunizations and routine diagnostic tests and well-baby care at one hundred (100) percent prior to discharge from hospital. The High Deductible PPO adult well care benefit (age 14 and up) includes one physical exam and one gynecological exam per calendar year, paid at one hundred (100) percent. Well childcare up (to age 14), one hundred (100) percent coverage for physical exams, immunizations, and routine diagnostic tests, including well baby care at one hundred (100) percent prior to discharge from hospital. HMO wellness benefit covered at one hundred (100) percent with a \$20 office visit co-pay for each visit.

Employees may select single, employee plus one, or family coverage, during the enrollment period established by the Village. Effective July 1, 2020, each Employee shall pay twenty (20%) percent of the cost of dental insurance, if selected and twenty (20) percent of the cost of PPO health insurance, if selected; or choose to participate in the same Village HMO or the same Village HD PPO health insurance plans being offered to non-represented Village employees in which employees shall pay seventeen and one-half (17.5%) percent of the cost of HMO health insurance, if selected; or fifteen (15%) percent of the cost of HD PPO health insurance, if selected. If an employee chooses either the Village's HMO or HD PPO health insurance options, an employee agrees to the same terms and conditions that are offered to non-represented Village employees as of July 1, 2020, unless noted within this Agreement.

**01/01/2018 - 06/30/2020**

	<b>HMO</b>	<b>HDPPPO</b>	<b>PPO</b>
SINGLE	15% of total premium No deductible \$10 Generic; \$30 Formulary; \$50 Non-formulary; 80% Specialty Meds, up to \$200/Rx with \$1,000 annual max	12.5% of total premium \$1,500 individual deductible Prescription drugs covered at 80% after deductible is satisfied.	20% of total premium \$400 individual deductible \$10 Generic; \$30 Formulary; \$50 Non-formulary; 80% Specialty Meds, up to \$200/Rx with \$1,000 annual max. 90% Co-Insurance In- Network after deductible/70% Co- Insurance Out of Network after deductible
SINGLE+ONE	15% of total premium No deductible \$10 Generic; \$30 Formulary; \$50 Non-formulary; 80% Specialty Meds, up to \$200/Rx with \$1,000 annual max..	12.5% of total premium \$3,000 single+ 1 deductible Prescription drugs covered at 80% after deductible is satisfied.	20% of total premium \$800 single+ 1 deductible \$10 Generic; \$30 Formulary; \$50 Non-formulary; 80% Specialty Meds, up to \$200/Rx with \$1,000 annual max. 90% Co- Insurance In-Network after deductible/70% Co- Insurance Out of Network after deductible
FAMILY	15% of total premium No deductible \$10 Generic; \$30 Formulary; \$50 Non-formulary; 80% Specialty Meds, up to \$200/Rx with \$1,000 annual max..	12.5% of total premium \$4,500 family deductible Prescription drugs covered at 80% after deductible is satisfied.	20% of total premium \$1,200 family deductible \$10 Generic; \$30 Formulary; \$50 Non-formulary; 80% Specialty Meds, up to \$200/Rx with \$1,000 annual max. 90% Co- Insurance In-Network after deductible/70% Co- Insurance Out of Network after deductible

**07/01/2020 - 12/31/2023**

	<b>HMO</b>	<b>HDPPPO</b>	<b>PPO</b>
SINGLE	17.5% of total premium No deductible \$10 Generic; \$40 preferred brand; \$75 Non-preferred brand; 80% Specialty Meds, up to \$200/Rx with \$1,000 annual max.	15% of total premium \$1,500 individual aggregate deductible Prescription drugs covered at 80% after deductible is satisfied.	20% of total premium \$500 individual deductible \$10 Generic; \$40 preferred brand; \$75 Non-preferred brand; 80% Specialty Meds, up to \$200/Rx with \$1,000 annual max. 80% Co-Insurance In- Network after deductible/60% Co- Insurance Out of Network after deductible
SINGLE+ONE	17.5% of total premium No deductible \$10 Generic; \$40 preferred brand; \$75 Non-preferred brand; 80% Specialty Meds, up to \$200/Rx with \$1,000 annual max.	15% of total premium \$3,000 single+ 1 aggregate deductible Prescription drugs covered at 80% after deductible is satisfied.	20% of total premium \$1000 single+ 1 deductible \$10 Generic; \$40 preferred brand; \$75 Non-preferred brand; 80% Specialty Meds, up to \$200/Rx with \$1,000 annual max. 80% Co-Insurance In- Network after deductible/60% Co- Insurance Out of Network after deductible
FAMILY	17.5% of total premium No deductible \$10 Generic; \$40 preferred brand; \$75 Non-preferred brand; 80% Specialty Meds, up to \$200/Rx with \$1,000 annual max.	15% of total premium \$3000 family aggregate deductible Prescription drugs covered at 80% after deductible is satisfied.	20% of total premium \$1,500 family deductible \$10 Generic; \$40 preferred brand; \$75 Non-preferred brand; 80% Specialty Meds, up to \$200/Rx with \$1,000 annual max. 80% Co-Insurance In- Network after deductible/60% Co- Insurance Out of Network after deductible

Employees will continue to be eligible for a smoking cessation program under the same terms and conditions that are offered to non-represented Village employees. The Village will continue to offer a smoking cessation program only so long as it is offered to non-represented Village employees.

The Village's hospitalization and health insurance program shall include the following provisions which may be changed from time to time by the Village, so long as such changes are the same as those applicable to non-represented employees generally:

4. Effective July 1, 2020 through December 31, 2023, the PPO deductible will be \$500 for employee only, \$1000 deductible for employee plus one coverage, and \$1,500 deductible for family coverage.

5. A maximum lifetime amount per covered person for orthodontia of \$3,000 until December 31, 2023.
6. Effective July 1, 2020 through December 31, 2023, a prescription drug benefit for the PPO and HMO plans with an employee co-pay of \$10 for Generic drugs, \$40 for Preferred Brand Drugs and \$75 co-pay for Non-Preferred Brand Drugs. Mail order Prescription Drug benefit provides up to a ninety (90) day supply of maintenance drugs used on a continuous basis for two (2) times the retail co-pays. Oral contraceptives are covered by mail order only. Prescription drugs are covered at eighty (80) percent after the deductible is satisfied with the HD PPO.
7. During the term of this Agreement the Village agrees to offer employees, under the same terms and conditions that are offered to non-represented Village employees, the opportunity to participate in the Village's vision insurance. The Village will continue to offer vision insurance only so long as vision insurance is offered to non-represented Village employees.

### **Section 12.2 Cost Containment**

The Village reserves the right to maintain or institute cost containment measures relative to hospitalization and medical insurance coverage so long as the benefits and coverage are not reduced thereby except for failure to comply with reasonable cost containment procedures. Such measures may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, managed care, prohibition on weekend admissions except in emergency situations, bounty clause, and mandatory out-patient elective surgery for designated surgical procedures.

### **Section 12.3 Terms of Policies to Govern**

The interpretation by the insurance company/third party administrator of the extent of coverage under the Village of Oak Brook's dental, and/or health, and/or life and/or vision plans shall be governed by the terms and conditions set forth in said plans. Any dispute concerning the correctness of the insurance company's/third party administrator's interpretation of coverage under said plan and/or the declination of benefits thereunder, in whole or in part, shall not be subject to the grievance procedure set forth in this Agreement. Nothing herein shall be interpreted to waive any right which any covered person may otherwise have to seek legal redress for denial of coverage and/or benefits under said plan.

### **Section 12.4 Right to Maintain Coverage While on Unpaid Leave or on Layoff**

Except as provided in Section 11.3 (Maternity Leave/Paternity Leave) or as required by applicable law, an employee who is on an approved unpaid leave of absence or who is on layoff with recall rights shall have the right to maintain insurance coverage by paying monthly in advance the full applicable monthly premium for employee coverage and, if desired, for employee plus one or for family coverage.

### **Section 12.5 Term Life Insurance**

The Village agrees to continue with the ratification of this Agreement by both parties, that each employee covered by this Agreement shall be provided with term life insurance coverage in the amount of \$100,000. The Village continues to retain the right to change carriers and/or self-insure this benefit.

### **Section 12.6 Retirement Health Savings Plan**

During the term of this Agreement the Village agrees to work with the Union to establish a Retirement Health Savings Plan ("RHS Plan") provided by the International City Management Association Retirement Corporation ("ICMA-RC") and make it available to its employees. The details of the RHS Plan shall be determined by the Village. It is agreed and understood that by establishing an RHS Plan the Village shall not incur any costs or liability.

### **Section 12.7 Health Insurance Advisory Committee**

The Village shall establish a Health Insurance Advisory committee. Two (2) members of the bargaining unit shall participate in this Committee. The Committee will receive and review proposals from health insurance providers and may make recommendations to the Village. The Village shall consider, but shall not be bound by, the committee's recommendations, if any, prior to entering into any contract to provide health insurance benefits for bargaining unit employees.

## **ARTICLE 13 MANAGEMENT RIGHTS**

Except as specifically modified by other articles of this Agreement, the Union recognizes the Village's exclusive right to make and implement decisions with respect to the operation and management of its operations in all respects. Such rights include but are not limited to the following: to plan, direct, control and determine all the operations and services of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to establish specialty positions and to select personnel to fill them; to establish physical and mental fitness standards; to schedule and assign work; to transfer employees; to determine work hours, including shift hours; to establish reasonable work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which operations are conducted; to subcontract or contract out goods and/or services; to determine whether work and/or services are to be provided by employees covered by this Agreement (including which employees) or by other employees or persons not covered by this Agreement; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to determine, change or eliminate existing methods, facilities, equipment (including weapons and ammunition) or facilities; and to carry out the mission of the Village. If in the sole discretion of the President and Board of Trustees or the Village Manager, it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, tornado conditions, floods, or other similar catastrophes, the provisions of this Agreement may be suspended by the President of the Board of Trustees or the Village Manager during the time

of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

## **ARTICLE 14 DRUG AND ALCOHOL TESTING**

### **Section 14.1 General Policy Regarding Drugs and Alcohol**

The use of illegal drugs and the abuse of legal drugs and alcohol by members of the Police Department present unacceptable risks to the safety and well-being of other employees and the public, invite accidents and injuries, and reduce productivity. In addition, such conduct violates the reasonable expectations of the public that the employees who serve and protect them obey the law and be fit and free from the effects of drug and alcohol abuse. In the interest of employing persons who are fit and capable of performing their jobs, and for the safety and well-being of employees and residents, the Village and the Union agree to establish a program that will allow the Village to take the necessary steps, including drug and/or alcohol testing, to implement a general policy regarding drugs and alcohol.

### **Section 14.2 Definitions**

- A. "Drugs" shall mean any controlled substance listed in Chapter 56-1/2 of the Illinois Revised Statutes, known as the Controlled Substances Act, for which the person tested does not submit a valid pre-dated prescription. In addition, it includes "designer drugs" which may not be listed in the Controlled Substances Act, but which have adverse effects on perception, judgment, memory or coordination. Among the drugs covered by this policy are the following:

Opium	Morphine	Codeine
Heroin	Meperidine	Marijuana
Barbiturates	Glutethimide	Methaqualone
Tranquilizers	Cocaine	Amphetamines
Phenmetrazine	LSD	Mescaline
Steroids	Psilocybin-psilocin MDA	PCP
Chloral Hydrate	Methylphenidate	Hash & Hash Oil

- B. The term "drug abuse" includes the use of any controlled substance which has not been legally prescribed and/or dispensed, or the abuse of a legally prescribed drug which results in impairment while on duty.
- C. "Impairment" due to drugs or alcohol shall mean a condition in which the employee's ability to properly perform his duties due to the effects of drugs or alcohol in his body is diminished. When an employee tests positive for drugs or alcohol, impairment is presumed.

### **Section 14.3 Prohibitions. Police Officers shall be prohibited from:**

1. Consuming or possessing alcohol or illegal drugs at any time during the workday, unless pursuant to official assignment.

2. Using, selling, purchasing or delivering any illegal drug at any time unless pursuant to official assignment.
3. Being impaired due to the use of alcohol, legal drugs or proscribed drugs during the course of the workday.
4. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.
5. Failure to report the use, possession or sale of illegal drugs by other members of the Department to the employee.

Violations of these prohibitions will result in disciplinary action up to and including discharge.

#### **Section 14.4 The Administration of Tests**

- A. Informing Employees Regarding Drug Testing: All current employees will be given a copy of this Drug & Alcohol Testing provisions upon execution of the agreement between the parties. All newly hired employees will be provided with a copy at the start of their employment.
- B. Pre-Employment Screening: Nothing in this policy shall limit or prohibit the Village from requiring applicants for bargaining unit positions to submit to blood and/or urine specimens to be screened for the presence of drugs and/or alcohol prior to employment.
- C. When a Test May Be Compelled: There shall be no random, across-the-board, or routine drug testing of employees except as otherwise expressly agreed to in writing by the parties. Where there is reasonable suspicion to believe that an employee is either impaired due to being under the influence of drugs or alcohol while on duty or has violated the prohibitions specified in Section 14.3, that employee may be required to report for drug/alcohol testing. At the time the employee is ordered to submit to testing, the Village shall notify the Union representative on duty and if none is on duty, the Village shall make a reasonable effort to contact an off-duty Union representative. Refusal of an employee to comply with the order for a drug/alcohol screening will be considered as a refusal of a direct order and will be cause for disciplinary action up to and including discharge. It is understood that drug or alcohol tests may be required at least under the following conditions:
  1. When an employee has been arrested or indicted for conduct involving illegal drug related activity on or off duty;
  2. When an employee is involved in an on-the-job injury causing reasonable suspicion of illegal drug use or alcohol abuse;
  3. When an employee is involved in an on-duty accident involving a reportable injury to a police Officer or another party or damage to police department equipment or to another party of at least \$1,000;

4. When an employee commits a serious rules violation in connection with a work assignment;
5. Where an employee has experienced excessive absenteeism or tardiness under circumstances giving rise to a suspicion of off-duty drug or alcohol abuse.

The above examples do not provide an exclusive list of circumstances which may give rise to testing. In addition, other circumstances may give rise to testing provided they conform to the reasonable suspicion standard. The reasonable suspicion standard for this purpose exists if the facts and circumstances warrant a rational inference that a person is either impaired by alcohol or controlled substances or has violated the prohibitions contained in Section 14.3. Reasonable suspicion will be based upon the following:

1. Observable phenomena, such as direct observation of use and/or the physical symptoms of impairment by use of alcohol or use of controlled substances;
  2. Information provided by an identifiable third party which is independently corroborated or is from a source which is credible based on providing previous corroborated tips or information.
- D. Order to Submit to Testing: At the time an employee is ordered to submit to testing authorized by this Agreement, the Village shall provide the employee with the reasons for the order. A written notice setting forth objective facts which formed the basis of the order to test will be provided in a reasonable time period following the order. The employee shall be permitted to consult with a representative of the Union at the time the order is given, provided that such a representative is available within a thirty (30) minute time period and the consultation is concluded within forty-five (45) minutes from the time the order is given. A refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he/she may have. When testing is ordered, the employee will be removed from duty and placed on leave with pay pending the receipt of results.

#### **Section 14.5 Conduct of Tests**

The Village may use breathalyzer tests for alcohol testing. In conducting the testing authorized by this Agreement (other than by use of a breathalyzer, with respect to which only item h., below, shall apply), the Village shall:

- (a) Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has been accredited by the National Institute on Drug Abuse (NIDA).
- (b) Use of tamper proof containers, have a chain-of-custody procedure, maintain confidentiality, and preserve specimens for a minimum of twelve (12) months.

- (c) Collect a sufficient sample of the same bodily fluid or material from a police 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 employee.
- (d) Confirm any sample that tests positive in the initial screening of drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.
- (e) Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense, provided the employee notifies the Human Resources Director in writing within seventy-two (72) hours of receiving the results of the tests of the employee's desire to utilize another laboratory or hospital facility.
- (f) Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .04 or more based upon the grams of alcohol per one hundred (100) milliliters of blood be considered conclusively positive.
- (g) Provide each employee tested with a copy of all information and reports received by the Village in connection with the testing and the results.
- (h) Ensure that no employee is subject to any adverse employment action except temporary reassignment with pay or relief from duty with pay during the pendency of any testing procedure. Any such reassignment or relief from duty shall be immediately discontinued in the event of a negative test result, and all records of the testing procedure will be expunged from the employee's personnel files.
- (i) Require that the laboratory or hospital facility report to the Village that a blood or urine sample is positive only if both the initial and confirmatory test are positive for a particular drug. The parties agree that should any information concerning such testing, or the results thereof be obtained by the Village inconsistent with the understanding expressed herein, the Village shall not use such information in any manner or forum adverse to the employee's interests.
- (j) Engage the services of a medical expert experienced in drug testing to design an appropriate questionnaire to be filled out by an employee being tested to provide information of food or medicine or other substance eaten or taken by or administered to the employee which may affect the test results and to interview the employee in the event of positive test results to determine if there is any innocent explanation for the positive reading.

#### **Section 14.6 Cutoff Levels**

The initial test cutoff levels shall be in accordance with the then applicable cutoff levels established by the Department of Health and Human Services. All specimens identified as positive on the initial screening test shall be confirmed using BC/MC techniques (or

scientifically equivalent or better techniques) at the cutoff levels in accordance with the then applicable cutoff levels established by the Department of Health and Human Services.

#### **Section 14.7 Right to Contest**

The Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement.

#### **Section 14.8 Voluntary Requests for Assistance**

The Village shall make available a means by which the employee may obtain referrals and treatment. Such requests for assistance with drug and/or alcohol problems shall be held strictly confidential by the Village and no one in the Village shall be informed of any such request or any treatment that may be given unless the employee consents to the release of any such information, except that the Village Manager and Police Chief and/or Support Services Division Commander may be informed of the request for assistance when necessary to accommodate scheduling needs or when deemed necessary by the professional providing the assistance. Except as provided in the last paragraph of this Section, the Village shall take no disciplinary action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem. While undergoing voluntary treatment or evaluation, employees shall be allowed to use accumulative sick and/or paid leave and/or placed on unpaid leave pending treatment. Such leave shall not exceed twelve (12) calendar weeks. While undergoing treatment, the employee shall comply with and implement all conditions and recommendations of the program counselor or treatment team. The provisions of this Section shall not be applicable when the request for assistance follows the order to submit to testing or follows a finding that the employee is using illegal drug(s) or is under the influence of drug(s) or alcohol.

#### **Section 14.9 Confidentiality of Test Results**

The results of drug and alcohol tests will be disclosed to the Police Chief, the Village Manager, and such other officials on a strict "need-to-know" basis. In addition, if requested, the person tested, and/or the designated representative of the Union shall be provided the results of drug and alcohol tests. Unless required by court order or as evidence presented by the Village in disciplinary proceedings involving the police Officer who has been tested, test results will not be disclosed externally except where the person tested consents. Any employee whose drug/alcohol screen is confirmed positive shall have an opportunity at the appropriate state of the disciplinary process to refute said results.

#### **Section 14.10 Discipline for Positive Tests**

Employees who test positive as defined herein for drug(s) or alcohol are subject to disciplinary action up to and including discharge. Such disciplinary action shall be subject to applicable appeal process.

### **Section 14.11 Random Drug Testing**

The details of random drug and alcohol testing will be worked out through the Labor Management Committee process and made part of agreement upon mutual agreement of such the details.

## **ARTICLE 15 MISCELLANEOUS**

### **Section 15.1 Gender of Words**

The masculine gender as used herein shall be deemed to include the feminine gender, unless the feminine gender is clearly inappropriate in the context of the provision(s) concerned.

### **Section 15.2 Fitness Examinations**

If there is any question concerning an employee's fitness for duty or fitness to return to duty following a layoff or authorized leave, the Village may require, at its expense that the employee have an examination by a qualified and licensed medical professional(s) selected by the Village. If said doctor and the Village determine that an employee is not fit for duty based on the results of such an examination(s), the Village may place the employee on sick leave.

### **Section 15.3 Application of Agreement to Special Enforcement Units**

Officers who are voluntarily assigned to special law enforcement units such as the Metropolitan Enforcement Group ("MEG") shall be, while so assigned, subject to the practices, policies, procedures and directives of such special law enforcement unit. The application of such practices, policies, procedures and directives shall not be subject to the grievance and arbitration procedures of this Agreement and, while so assigned, said practices, policies, procedures and directives of the special law enforcement unit applicable to hours of work and overtime shall be deemed to supersede inconsistent or contrary provisions of Article VIII (Hours of Work and Overtime) of this Agreement.

### **Section 15.4 No Solicitation**

The Union agrees that its Officers and business representatives will not solicit, and will not authorize, request or encourage members of the bargaining unit to solicit, orally or in writing, merchants, businesses, residents or citizens located within the Village of Oak Brook for contributions or donations for the Union treasury or to purchase advertising in any Union publication, without the prior written approval of the Village Manager.

### **Section 15.5 Travel Time Compensation/Mileage Reimbursement**

Mileage reimbursement is paid from the employee's departure from his/her home to the training site for Department authorized training only except for single full day (eight (8) hour) training sessions. Said reimbursement is paid from the employee's departure from the Police

Station for court, the distances to court having been pre-measured to be: seventeen (17) miles round trip to/from Addison Field Court; and, twenty-six (26) miles round trip to/from Wheaton House Court (DuPage County). The Parties agree that, notwithstanding Section 8.7 of this agreement, all time spent traveling to/from authorized department training shall be considered hours worked. The Parties further agree that no compensation will be made for travel time or mileage reimbursement for training that takes place within the Village of Oak Brook. Payment under this section shall be required only when the Chief of Police does not have a Village vehicle available for use and the employee must use his own vehicle.

### **Section 15.6 Mileage**

One (1) check for mileage shall be paid quarterly, provided that the amount of the check is for at least \$25.00.

### **Section 15.7 Bill of Rights**

The Village agrees to comply with the Bill of Rights as set forth in Illinois Uniform Police Officers' Disciplinary Act, 50 ILCS 725/1 et seq., and that an employee in a disciplinary proceeding before the Chief of Police may assert as a defense that the Village has not complied with the Uniform Police Officers' Disciplinary Act; provided, however, said Bill of Rights shall not be subject to the grievance and arbitration procedure set forth in this Agreement (Article 5).

### **Section 15.8 Discipline**

The parties agree that all disciplinary matters shall be subject to appeal through the Labor Agreement's Grievance Procedure Article 5 only. The parties agree that verbal warnings and written reprimands are subject to the grievance procedure, but not arbitration. The parties agree that the Chief of Police (or the Chief's designee) shall have the right to discipline, up to and including termination of a non-probationary Officer for just cause, without filing charges with the Village Board of Fire and Police Commissioners. Neither the Police Chief nor the Village or their agents/designees will file charges asking the Board of Fire and Police Commissioners to impose discipline on any non-probationary bargaining unit employee; instead all such discipline shall be imposed by the Police Chief or designee. The decision of the Police Chief or the Chief's designee with respect to the suspension or dismissal action shall be deemed final, subject only to the review of said decision through the grievance and arbitration procedure. The sole recourse for appealing any such decision by the Chief of Police shall be for the employee to file a grievance as described herein. If the employee elects to file a grievance as to their suspension or dismissal, the grievance shall be processed in accordance with Article 5 of this Agreement, except that it shall be filed at Step 3 of the procedure. No relief shall be available from the Board of Fire and Police Commissioners with respect to any matter which is subject to the grievance and arbitration procedure set forth in Article 5 of this Agreement. Any appeal of any Arbitrator's award shall be in accordance with the provisions of the Uniform Arbitration Act as provided by Section 8 of the IPLRA. The parties have negotiated an alternative procedure based upon the grievance and arbitration provision of this Agreement, and the foregoing provisions with respect to the appeal and review of suspension

or discharge decisions shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be the Rules and Regulations of the Village Board of Fire and Police Commissioners.

### **Section 15.9 Secondary Employment**

Permission must be obtained prior to accepting or commencing any secondary employment or business venture. Such permission shall be requested in writing citing all the facts of such employment or business venture including location, hours, days and type. Any employee who engages in employment outside of regular duty hours shall be subject to call at any time to perform the duties and fulfill the responsibilities of his position with the Department. Performance of police duties for or in another community is prohibited. Performance of private security duties within the Village Oak Brook as secondary employment may be permitted subject to the approval of the Police Chief. Secondary employment or business venture of any nature shall not be conducted during duty hours. Primary employment plus secondary employment or business venture shall be limited to seventy-two (72) hours per week in the aggregate (a week being seven (7) days, Monday through Sunday).

### **Section 15.10 Disability**

An employee who is injured in the line of duty shall be eligible for disability pay in accordance with the provisions of Illinois Revised Statutes, Chapter 90, Section 70. Notwithstanding any other provision in this Agreement, no paid sick leave days, paid vacation, or pay increases will be accrued or earned while on a work-related disability leave.

### **Section 15.11 Restricted Duty**

The Village may require an employee who is on sick leave or Worker's Compensation leave (as opposed to disability pension) to return to work in an available restricted duty assignment that the employee is qualified to perform, provided the Village's physician has determined that the employee is physically able to perform the restricted duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within three (3) months. An employee who is on sick leave or Worker's Compensation leave (as opposed to disability pension) has the right to request that he be placed in an available restricted duty assignment that the employee is qualified to perform and such a request shall be reasonably granted, provided that the Village's physician (or the employee's physician at the Village's option) has reasonably determined that the employee is physically able to perform the restricted duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within three (3) months. If an employee returns or is required to return to work in a restricted duty assignment and the employee is unable to assume full duties and responsibilities within three (3) months thereafter, the Village retains the right to place the employee on unpaid disability leave, thereby giving the employee the opportunity to apply for a disability pension. Nothing herein shall be construed to require the Village to create restricted duty assignments for an employee.

Employees will only be assigned to restricted duty assignments when the Village at its sole discretion determines that the need exists and only as long as such need exists.

#### **Section 15.12 Access to Personnel File**

Upon reasonable request, an employee shall have the right to review the non-confidential documents (such as psychological exams and references concerning the employee's initial hiring) in his personnel file, provided that no documents in an employee's file shall be marked or altered. Any documents claimed to be confidential must be generically identified in writing to the employee at the time employee reviews his personnel file. An employee may request

that a copy of any of the non-confidential documents in his personnel file be copied. If such a request is made, the employee may be requested to reimburse the Village for the reasonable cost of copying any such documents (not to exceed the charges the Village assesses for Freedom of Information Act requests). Nothing herein shall require the Village to collate or compile any information.

#### **Section 15.13 Union Representation**

An employee subject to formal interrogation which the employee reasonably believes might result in his/her suspension without pay or discharge shall have the right to request the presence of either a Union representative or an attorney during said interrogation and may request such representation at any time during the interrogation. The employee shall be granted reasonable time to obtain the presence of a Union representative or an attorney. During an informal interview, if two or more supervisors are present and the employee reasonably believes that the informal interview might result in his/her suspension without pay or discharge, the employee shall have the right to request the presence of a Union representative who is a member of the bargaining unit during said interview and may request such representation at any time during the interview. The employee shall be granted reasonable time to obtain the presence of an employee Union representative. The presence of a representative shall not interrupt or interfere with the Village's right to question employees, or the obligation of employees to respond to questions relevant to the matter being investigated. Notwithstanding the foregoing, the Village retains the right to question or interrogate employees in emergency situations involving an immediate danger to the health and safety of one or more persons without any obligation to wait until a representative or attorney is present.

#### **Section 15.14 Anonymous Complaints**

An anonymous complaint shall not be used for disciplinary action unless it is substantiated. An unsubstantiated anonymous complaint shall not be included in an employee's personnel file.

#### **Section 15.15 Reimbursement for Destruction of Personal Property**

The Village shall reimburse Officers for the reasonable cost of replacement of personal property required to be carried on duty (i.e., eyeglasses, contact lenses or watches) that are

destroyed or damaged in the actual line of duty (e.g., while making an arrest, while engaged in foot pursuit, etc.) to the extent not covered by the Village's insurance plan (up to a maximum of \$50 for watches), provided that the employee's negligence or improper performance of duties was not a cause of the damage. The Village may require that damage for which reimbursement is requested be documented.

**Section 15.16 Reimbursement of Training Costs**

If an employee leaves the employment of the Village within the first three (3) years of employment, except for reason of death or disability or if the employee is terminated, the Village may require such employee to reimburse the Village for all costs incurred by the Village for paid off-site training received by the employee during his/her employment with the Village, including the costs associated with obtaining or maintaining certification as a Peace Officer, except for the re-issuable equipment purchased for the employee, but excluding the Officer's salary, in accord with the following formula:

Leaves within first year of employment	100%
Leaves within the second year of employment	80%
Leaves within the third year of employment	60%

**Section 15.17 Inoculations**

If the Village requires an employee to undergo a medical examination, except for a pre-employment screening or fitness for duty examination, the Village shall administer or provide, at Village expense, a Hepatitis B Virus (HBV) inoculation series to the employee. Additionally, as inoculations become available (as approved by the FDA) for additional strains of Hepatitis, Human Immune Deficiency Virus (HIV), related or Acquired Immune efficiency Syndrome (AIDS) antibody positive conditions, such inoculations (to the extent not covered by health insurance), at Village expense, shall be provided to all employees on a voluntary basis.

**Section 15.18 Off-Duty and Practice Ammunition**

Beginning January 1, 2015, the Village agrees to provide rounds of pistol ammunition at the calibers allowed by the general orders of the department (type of pistol ammunition subject to the Police Chiefs discretion) for required qualification and carrying of authorized off duty weapons. Ammunition will only be provided for up to four (4) weapons.

**ARTICLE 16 ENTIRE AGREEMENT**

This Agreement constitutes the complete and entire agreement between the parties. This Agreement supersedes and cancels all prior practices and agreements whether written or oral which conflict with the express terms of this Agreement. The Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the Village's

exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. This paragraph does not waive the right to decisional or effects bargaining over any subject or matter not referred to or covered in this Agreement that is a mandatory subject of bargaining and concerning which the Village is considering changing during the term of this Agreement.

**ARTICLE 17 SAVINGS CLAUSE**

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any federal or state board, agency or court of competent jurisdiction or by reason of any existing or subsequently enacted federal or state legislation, such federal or state decision or legislation shall apply only to the specific Article, section or portion thereof

specifically specified in the federal or state board, agency or court decision or legislation and the remaining parts or portions of this Agreement shall remain in full force and effect.

**ARTICLE 18 DURATION**

This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 31st day of December 2023. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred twenty (120) days prior to the expiration date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than seventy-five (75) days prior to the expiration date unless the parties mutually agree otherwise. After notice of a parties' desire to modify this Agreement as provided above, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days' written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the expiration date set forth in the preceding paragraph.

VILLAGE OF OAK BROOK

By: \_\_\_\_\_

Gopal G. Lalimalani  
Village President

By: \_\_\_\_\_

Charlotte Pruss  
Village Clerk

FRATERNAL ORDER OF POLICE  
LABOR COUNCIL

By: \_\_\_\_\_

Paul Plinske  
Union Steward

By: \_\_\_\_\_

Donald Krenner  
Union Steward

By: \_\_\_\_\_

Luis Perez  
Union Steward

Village Seal



By: [Redacted]

Michael Hall  
Union Steward

By: [Redacted]

Robert Christopherson  
Union Steward

By: [Redacted]

Kevin Krug  
Northern Field Supervisor

## **APPENDIX A MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is agreed to by and between the Village of Oak Brook and the Illinois Fraternal Order of Police Labor Council to address the use of Auxiliary Police Officers in the current Collective Bargaining Agreement January 1, 2018 through December 31, 2023. The parties to the Memorandum of Understanding agree to the following understanding of the utilization of Auxiliary Police Officers as per the criteria listed below and such understanding shall be made a part of the Labor Agreement between the parties for the term of the Labor Agreement.

The Village may utilize the services of Auxiliary Police Officers to perform bargaining unit work in accordance with 65 ILCS 5/3.1-30-20. If changes are implemented to 65 ILCS 5/3.1-30-20, the Employer agrees to bargain over the changes. The use of Auxiliary Police officers will not result in layoffs, or reductions in the normal work hours or work performed of or by bargaining unit members. The Chief of Police may designate specific work as Auxiliary Police Assignments. Before offering any work to Auxiliary Police Officers other than those designated as Auxiliary Police Assignments, members of the bargaining unit will be afforded the opportunity to perform such work first. Implementation and staffing of the Auxiliary Police Unit, the Chief of Police may afford additional members of the bargaining unit to take vacation otherwise limited in Section 10.4(b) of this Labor Agreement. The Employer agrees also to the following terms and conditions:

If a special detail is not voluntarily filled by full-time sworn officers up until forty-eight (48) hours prior to the start of the assignment, auxiliary officers will be afforded the opportunity to fill the detail, if allowable by state statute and policy, prior to forcing a sworn member.

When a special detail is posted less than 48 hours prior to the start of the assignment, the posting will be open to both full-time sworn officers and auxiliary police officers. Notice of the posting will be sent by electronic means to all sworn members and any full-time officer may bump an auxiliary officer up to twenty-four (24) hours prior to the start of the assignment. Special detail as referenced in this section is defined as voluntary hours of work funded by an outside source. No Auxiliary Police Officer shall cause any covered member to be bumped or switched off of any assignment or normal work cycle as defined in Section 8.4 of this Labor Agreement, which is considered the work of full-time Oak Brook Police Officers; No Auxiliary Police Officer may work an overtime assignment to back fill regular patrol staffing in place of a full time sworn officer No Auxiliary Police Officer will be employed in any capacity if any covered member is on lay-off other than those designated as exclusively Auxiliary Police Assignments prior to the lay-off; (e.g.: Inland and Christ Church Traffic Details). Any new Auxiliary Police Assignment after any lay-off of a covered member will be subject to bargaining and interest arbitration if the parties cannot agree. It is not the intention of the Employer to expand the use of auxiliary Police Officers while a covered member is on layoff other than as defined above assignments. No Auxiliary Police Officer shall be compensated at a rate of pay that is greater than the starting pay of a full-time covered member. The Employer agrees the use of such Auxiliary Police Officers will not cause loss of any current term and condition stated in the Collective Bargaining Agreement.

Assignments for special events sponsored by the Village that are not voluntarily filled by full time sworn officers up to ten (10) calendar days prior to the start of the assignment will be open to Auxiliary Police Officers if allowable by state statute and policy. (e.g.: Taste of Oak Brook, Oak Brook Half Marathon)

VILLAGE OF OAK BROOK

By: [Redacted]  
Gopal G. Lalimalani  
Village President

By: [Redacted]  
Charlotte Pruss  
Village Clerk

Village Seal



FRATERNAL ORDER OF POLICE  
LABOR COUNCIL

By: [Redacted]  
Paul Plinske  
Union Steward

By: [Redacted]  
Donald Krenner  
Union Steward

By: [Redacted]  
Luis Perez  
Union Steward

By: [Redacted]  
Michael Hall  
Union Steward

By: [Redacted]  
Robert Christopherson  
Union Steward

By: [Redacted]  
Kevin Krug  
Northern Field Supervisor

**APPENDIX B DUES AUTHORIZATION FORM**

**ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL  
974 CLOCK TOWER DRIVE  
SPRINGFIELD, ILLINOIS 62704**

I, \_\_\_\_\_, understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council. I, \_\_\_\_\_, hereby authorize my Employer, Village of Oak Brook, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my Employer to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of its certification as exclusive bargaining representative to the date this dues deduction is implemented, in such manner as it so directs.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

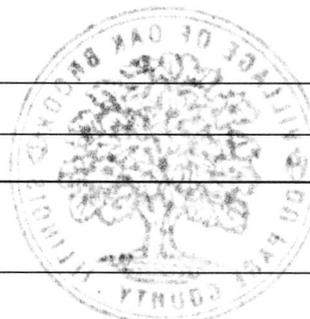
Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Personal E-mail: \_\_\_\_\_



Employment Start Date: \_\_\_\_\_

Title: \_\_\_\_\_

-----  
**Employer, please remit all dues deductions to:**

Illinois Fraternal Order of Police Labor Council  
Attn: Accounting  
974 Clock Tower Drive  
Springfield, Illinois 62704  
(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction. Please check with your tax preparer regarding deductibility.

**Side Letter of Agreement**  
**Drug Testing Following Officer Involved Shootings**

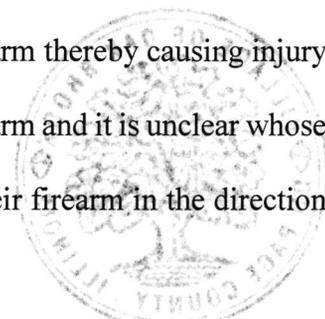
The Village of Oak Brook (“Village”) and the Illinois Fraternal Order of Police Labor Council (“Union”) hereby agree to the following policy to be implemented in accordance with Illinois Public Act 100-389:

1. The Union agrees that its members shall be required to abide by the Village’s General Order FOR-501 “Investigating Response to Resistance,” including section 501.9 that requires each officer who is involved in an officer involved shooting to submit to drug and alcohol testing, so long as such testing is required by Public Act 100-389 or any similar state law.

2. For the purpose of clarity, the parties agree that a person “involved in” an officer involved shooting is defined to mean any officer who discharged a firearm thereby causing injury or death to a person or persons. If multiple officers discharged their firearm and it is unclear whose bullet struck the person or persons, then all officers who discharged their firearm in the direction of the subject shall be required to submit to drug and alcohol testing.

3. The parties agree that the term “involved in” an officer-involved shooting does not include officers who did not discharge their weapon, even if they were providing other forms of support and assistance during the call. Nor does the term “involved in” include officers who discharged their weapons when it is undeniably clear their projectiles did not actually strike any person or persons.

4. The parties agree that the provisions of the collective bargaining agreement regarding drug testing and standards for discipline shall regulate the drug testing procedures and the consequences for any positive drug test results.



VILLAGE OF OAK BROOK

FRATERNAL ORDER OF POLICE  
LABOR COUNCIL

By: \_\_\_\_\_

Gopal G. Lalimalani  
Village President

By: \_\_\_\_\_

Paul Plinske  
Union Steward

By: \_\_\_\_\_

Charlotte Pruss  
Village Clerk

By: \_\_\_\_\_

Donald Krenner  
Union Steward

By: \_\_\_\_\_

Luis Perez  
Union Steward

Village Seal



By: \_\_\_\_\_

Michael Hall  
Union Steward

By: \_\_\_\_\_

Robert Christopherson  
Union Steward

By: \_\_\_\_\_

Kevin Krug  
Northern Field Supervisor