

**NEGOTIATED AGREEMENT BETWEEN
METROPOLITAN ALLIANCE OF POLICE
WOODRIDGE CHAPTER #51**

AND

**VILLAGE OF WOODRIDGE
MAY 1, 2012– APRIL 30, 2015**

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PREAMBLE

THIS AGREEMENT is entered into by the Village of Woodridge, Illinois ("the Village") and the Metropolitan Alliance of Police Woodridge Chapter #51 ("the Association") this __ day of _____, 2012, and has as its purpose the promotion of harmonious relations between the parties, the establishment of an orderly procedure for resolving differences arising out of the employment relationship and the establishment of rates of pay, hours of work, and other conditions of employment for employees of the Village in the unit described in Article I hereof.

ARTICLE I

RECOGNITION

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

"All employees of the Village of Woodridge, Illinois, classified as Patrol Officers, excluding supervisory personnel, civilian employees of the Police Department and all other employees of the Village."

Section 1.2 Bulletin Board. The Village will make bulletin board space available in or proximate to the squad room for posting of Association notices of meetings, the seniority roster, notices of educational opportunities, memos relating to Union and/or Chapter business, and notices of extra duty opportunities. The Village reserves the right to remove postings that it reasonably believes are illegal, inflammatory, or political in nature.

ARTICLE II

MANAGEMENT

Section 2.1 Management of the Village and Police Department. The Village retains its authority to manage the Village and Police Department in all respects including, but not limited to, the authority to hire, promote, demote, transfer, assign, discipline, discharge, layoff, recall, direct and supervise Patrol Officers; to plan, direct, control and determine the operations and services to be conducted within or by the Police Department, by employees of the Village or by others; to determine the number of Patrol Officers to be employed; to promulgate, revise and enforce lawful and reasonable rules and regulations; to enforce discipline among Patrol Officers; to adopt new methods, equipment and facilities or modify existing methods, equipment and facilities; to determine the mission of the Police Department and otherwise carry out its statutory responsibility to provide police services to the full extent of its authority; and to determine the budget for Village operations and the operations of the Police Department. The Village will not exercise its authority in a manner which contravenes the lawful express provisions of this Agreement and all other matters within their jurisdiction.

Section 2.2 Authority of the Board of Police Commissioners. This Agreement is not intended and shall not be construed to diminish or modify the statutory authority of the Board of Police Commissioners, Woodridge, Illinois, and the parties hereto expressly recognized the authority of the Board with respect to hiring, promotion, demotion, discipline, and discharge of Patrol Officers.

ARTICLE III

PERSONNEL FILES

Section 3.1 Access to Personnel Records. The Village agrees to abide by the requirements of the Personnel Record Review Act, 820 ILCS 40/1 et seq., as amended from time to time. If the Village releases a personnel record of an Officer to a third party, it will notify the Officer of such release.

Section 3.2 Purge of Personnel Files. The parties agree that should an Officer receive a written reprimand or an oral reprimand which has been reduced to writing, and further should said document be filed in the Officer's personnel file, then the parties agree that should the Officer not receive any further written reprimands or oral reprimands reduced to writing, for a period of twenty-four (24) consecutive months, then the written reprimand or oral reprimand shall be null and void, and at the Officer's request, the document will be purged from his/her personnel file, such purged document will not be used for any future promotional or disciplinary process.

ARTICLE IV
UNION SECURITY

Section 4.1 Fair Share. During the term of this Agreement, Police Officers who are not members of Metropolitan Alliance of Police shall, commencing thirty (30) days after the effective date of this agreement, pay a fair share fee to Metropolitan Alliance of Police for collective bargaining and contract administration services tendered by Metropolitan Alliance of Police as the exclusive representative of the Officers covered by this agreement. Such fair share fee shall be deducted by the Village from the earnings of non-members and remitted to Metropolitan Alliance of Police each month. Metropolitan Alliance of Police shall annually submit to the Village, a list of the Officers covered by this Agreement who are not covered by Metropolitan Alliance of Police and an affidavit which specifies the amount of the fair share fee which shall be determined in accordance with the applicable law.

Section 4.2 Dues Deductions. Upon receipt of proper written authorization from any employee, the employer shall deduct each month's Metropolitan Alliance of Police dues in the amount certified by the Treasurer of Metropolitan Alliance of Police from the pay of said Officers covered by this Agreement who, in writing, authorize such deductions. Such money shall be submitted to the Metropolitan Alliance of Police within fifteen (15) days after the deductions have been made on a monthly basis.

Section 4.3 Union Indemnification. The Association shall indemnify, defend and hold harmless the Village and its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all reasonable costs for counsel that shall arise out of or by reason of action taken or not taken by the Village in

complying with the provisions of this Article. If an improper deduction is made, the Association shall refund any such amount directly to the Patrol Officer.

Section 4.4 Bill of Rights. The Village will accord Patrol Officers the rights provided in 50 ILCS 725/1 et seq.

Section 4.5 Tendering The Association's Forms. The Village will tender the Association's membership forms to a new Patrol Officer at the time of his/her hire. The membership forms to be tendered are all forms necessary for the Patrol Officer to become a member of the Association or satisfy his/her fair share obligations, including but not limited to a membership application, dues deduction authorization, beneficiary designation, and legal defense fund application. The Association will provide the Village with a supply of these forms. The Village will instruct the new Patrol Officer to submit the completed forms to the Association's designated representative. The Village shall have no obligation to assure that the necessary membership forms are completed and/or submitted by the new Patrol Officer.

ARTICLE V

NO STRIKE, NO LOCKOUT

Section 5.1 No Strike. The Association agrees on behalf of itself and the Patrol Officers that neither it nor they will, singly or in concert, engage in, induce, call, authorize, support, promote, condone or participate in any strike, work stoppage, intentional withholding of services, picketing of Village offices or homes of Village officials, slow-down, sit-in, “blue-flu”, “ticket-blitz”, or intentional refusal to work at any time for any reason. The Association will promptly notify any Patrol Officer who engages in any of the foregoing conduct, to cease and desist therefrom.

Section 5.2 No Lockout. The Village will not lockout Patrol Officers. A “lockout” shall refer to a refusal by the Village to allow Patrol Officers to work in order to obtain a concession with regard to rates of pay, hours of work, and other conditions of employment; this term does not apply to a reduction in force, curtailment of operations or disciplinary action involving termination or suspension.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 6.1 Definition of Grievance. A grievance is a dispute involving the interpretation or application of this Agreement.

Section 6.2 Grievance Procedure. Recognizing that grievances should be raised and settled promptly, a grievance must be raised by the affected Patrol Officer within seven (7) working days after the occurrence of the event giving rise to the grievance, or within seven (7) working days after the date when the Patrol Officer should reasonably have become aware of the event giving rise to the grievance, in accord with the following procedure (the term “working day” refers to all days other than Saturdays, Sundays and holidays observed by the Village):

STEP ONE: Immediate Supervisor. The Patrol Officer shall give written notification of his/her grievance to his/her immediate supervisor. Such notification shall include a description of the event giving rise to the grievance, the date of the event, and the provision of the Agreement alleged to have been violated. The immediate supervisor shall answer the grievance in writing within (5) working days of such notification.

STEP TWO: Appeal to Deputy Chief and Chief. If the grievance is not settled in Step One, or if a timely answer is not given, the Patrol Officer may, within three (3) working days following the immediate supervisor’s answer or expiration of the time limit set forth in Step One, file with his/her Deputy Chief a written appeal signed by the Patrol Officer. The written appeal shall include a description of the event giving rise to the grievance, the date of the event and the provision of the Agreement alleged to have been violated. The Patrol Officer and a

representative of the Association (if requested by the Patrol Officer) will meet with the Deputy Chief and/or Chief to discuss the grievance at a mutually agreeable time. If no agreement is reached in such discussion, the Deputy Chief and Chief shall answer the grievance in writing within five (5) working days of the discussion.

STEP THREE: Appeal to the Village Administrator. If the grievance is not settled in Step Two, or if an answer is not given within the time provided, the Patrol Officer may, within three (3) working days thereafter, file with the Village Administrator a written appeal signed by the Patrol Officer. The Patrol Officer and a representative of the Association (if requested by the Patrol Officer) will meet with the Village Administrator to discuss the grievance at a mutually agreeable time. If no agreement is reached in such discussion, the Village Administrator will answer the grievance in writing within five (5) working days of the discussion.

STEP FOUR: Binding Arbitration. If the grievance is not settled in accordance with the foregoing procedure, the Association's local executive board, based on a majority vote of its members, may refer the grievance to binding arbitration by giving written notice to the Village Administrator within ten (10) working days after receipt of the Village Administrator's answer in Step Three. If the parties are unable to agree upon an Arbitrator, they shall request the Federal Mediation and Conciliation Service to submit a panel of five (5) Arbitrators, all of whom shall be members of the National Academy of Arbitrators, and all of whom shall maintain his/her business office in the State of Illinois, Indiana,

Michigan, Wisconsin, or Iowa. Upon receipt of the panel, the Association shall strike two names and the Village shall then strike two names, and the person whose name remains shall be the Arbitrator, provided that either party, before striking any names, shall have the right to reject one panel of Arbitrators. The Arbitrator shall be notified of his/her selection and shall be asked to set a time and a place for the hearing, subject to the availability of Village and Association representatives. The Arbitrator shall have no power, in his/her decision or award, to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He/she shall consider and decide only the specific issue submitted to him/her, and his/her binding recommendation shall be based solely upon an interpretation of the meaning or application of this Agreement to the facts of the grievance presented. If the Arbitrator finds that the alleged grievance does not involve an interpretation or application of this Agreement, he/she shall remand the matter to the parties without comment. The decision of the Arbitrator shall be final and binding on the parties. The costs of the Arbitration, including the fee and expenses of the Arbitrator shall be divided equally between the Village and the Association.

Section 6.3 Time Limits. No grievance shall be entertained or processed unless it is filed within the time limits set forth in Section 6.2. If a grievance is not appealed within the time limits set forth above, it shall be deemed settled on the basis of the last answer of the Village, unless the Parties have mutually agreed in writing to extend a relevant time limit. If the Village fails to provide an answer within the time limits so provided, the Association may immediately appeal to the next Step.

Section 6.4 Investigation and Discussion. All grievance discussions and investigations shall take place in a manner which does not interfere with Village operations.

Section 6.5 Certain Personnel Actions Excluded. Matters involving hiring, promotion, demotion, discipline, and discharge are subject to the jurisdiction of the Chief and the Board of Police Commissioners and are not subject to this grievance procedure. However, in the event the Chief takes action against a Patrol Officer to impose suspension or present charges to the Board of Police Commissioners, the Patrol Officer and a representative of the Association may request a meeting to discuss the matter.

ARTICLE VII

EDUCATION OPPORTUNITIES

Section 7.1 Reimbursement and Conditions. The Village will reimburse Patrol Officers for tuition expense in connection with an education program, subject to the following conditions:

- (a) The Patrol Officer must be a full-time employee with one or more years of full-time service.
- (b) The educational program must be related to the Patrol Officer's job.
- (c) The educational program must not interfere with the Patrol Officer's schedule of work.
- (d) Prior to December 15 of each year, the Patrol Officer must submit a written letter of intent to participate in the educational program during the upcoming fiscal year. Such letter of intent shall be made in writing and is subject to approval by the Chief of Police and the Village Administrator. Actual enrollment in the course is not a prerequisite for approval by the Chief and Village Administrator.
- (e) The Patrol Officer must submit a tuition receipt and an official grade report from the institution showing completion of the course with a grade of "C" or better.
- (f) The maximum reimbursement will be \$3,500 per fiscal year, and reimbursement will be allowed only for tuition and books, not for other expenses, such as travel.
- (g) The amount of reimbursement may be limited based on the overall amount budgeted for education in the Police Department.
- (h) The educational program must be offered by a recognized educational/training institution.

Section 7.2 Conferences and Seminars. Subject to the approval of the Chief, Patrol Officers will be allowed to take time off with pay to attend job-related meetings, conferences, and seminars. The Village will pay the Patrol Officer's attendance fees and travel expenses in accordance with the Village's travel policy. In addition, the Village will pay the Patrol Officer for time spent traveling between (1) the place of the meeting, conference, or seminar, and (2) either the Patrol Officer's home or the Police Station, whichever is less. Before attending the meeting, conference, or seminar, the Patrol Officer will obtain his/her supervisor's agreement as to whether he/she will travel from his/her home or the Police Station.

ARTICLE VIII

HOURS OF WORK: OVERTIME

Section 8.1 No Guarantee. Nothing in this Agreement shall be construed as a guarantee of a maximum or minimum work schedule.

Section 8.2 Hours of Work. The Chief of Police reserves the right to schedule employee hours of work covered under this Agreement, except for employees assigned to the Patrol Division, whose hours of work shall be controlled by this Section. The normal workday for a Patrol Officer shall consist of twelve (12) hours, generally, from 0600 to 1800 hours and 1800 to 0600 hours. The normal pay period shall be fourteen (14) days consisting of 80.01 hours of work. Any hours worked in excess of the scheduled 80.01 hours shall be paid at the rate of time and one-half the Patrol Officer's then regular hourly rate of pay. The workday shall include a sixty (60) minute lunch, twenty-five (25) minutes paid and thirty-five (35) minutes unpaid, and one (1) fifteen (15) minute paid break to be approved by a supervisor. The Patrol Officer will record a work day on his/her time sheet as 11.43 hours for each work day to account for the thirty-five (35) minute unpaid lunch break. If a Patrol Officer's lunch period is seriously interrupted by emergency work duties, the Patrol Officer shall be allowed to take additional time off for lunch to account for his/her sixty (60) minute lunch period or his/her fifteen (15) minute break, work permitting. If the Patrol Officer is required to miss a portion of his/her unpaid lunch period, the Patrol Officer shall receive compensation for the period of time missed at the Patrol Officer's overtime rate of pay, not to exceed thirty-five (35) minutes. A Patrol Officer will notify the dispatch center of his/her going on his/her lunch period or break and the location of the lunch period or break, and further, the Patrol Officer will notify the dispatch center when the lunch period or break is completed. A Patrol Officer assigned to training that extends for two or

more days may be reassigned to a schedule of five eight-hour shifts during the week in which the training occurs.

The term "hours worked," as used above, shall include hours actually worked and any paid absence for vacation, bereavement, jury service, holidays, compensatory time, personal holidays, and paid sick leave.

The above hours of work shall remain in full force and effect unless terminated by the mutual written agreement of the parties or, if in the reasonable judgment of the Chief of Police or his/her designee, the continued operation of a twelve (12) hour shift is impractical or becomes of concern as regards to the safe or efficient operation of the Woodridge Police Department and the continuing mission of the Village of Woodridge and/or the Police Department.

When assigned to a shift designated as an eight (8), ten (10) or twelve (12) hour workday, Officers assigned to training shall be paid for all time in training plus travel time from the Police Station. When those hours of training and travel time fall short of the eight (8), ten (10) or twelve (12) hour workday, the Officer will be required to complete his/her scheduled workday or take any remaining time off by use of compensatory time, vacation time or personal holiday time. Officers assigned to training that lasts for longer periods of time (*i.e.*, training assignments scheduled for two days or more) can revert to an eight hour schedule for the training period at the discretion of the Village.

Section 8.3 Shift Changes. The Chief of Police or his designee shall post a schedule of shift assignments for all covered employees, including detectives, showing their shift assignments at least three (3) months in advance. Once a schedule of shift assignments has been posted, said assignments may not be changed except to cover emergencies, to cover an absence of a Patrol Officer which is expected to continue for thirty (30) days or more, or when all

affected Patrol Officers agree to the change. The agreement by affected Patrol Officers must be set forth on a signed and approved Shift Coverage Agreement in the form set forth on Appendix C.

Section 8.4 Overtime. Time worked by Patrol Officers in excess of forty (40) hours per week (eighty (80.01) hours per bi-weekly pay period in the case of Patrol Officers assigned to a work schedule with twelve (12) hour shifts) shall be paid at the rate of one and one-half (1-1/2) times the Patrol Officer's regular hourly straight time rate of pay. Overtime pay shall not be paid more than once for the same hours worked. There shall be no pyramiding of overtime, and under no circumstances shall the Village be obligated to pay for time not actually worked by the Employee claiming pay. No Patrol Officer shall work more than sixteen (16) hours in a twenty-four (24) hour period, regardless of the work schedule in force at the time, except in an emergency as determined by the Chief or his/her designee.

Section 8.5 Call Back Time. A Patrol Officer who is called back to duty after leaving work shall be guaranteed work until his/her next scheduled starting time or for two (2) hours, whichever is less, or pay in lieu thereof at the applicable straight-time or overtime rate of pay. Call back does not include scheduled meetings, range practice, training programs, court appearances, or similar scheduled events, which are separately covered by Sections 8.6, 8.8, and 15.3.

Section 8.6 Court Time. An off-duty Patrol Officer who is called for an appearance at field court in Downers Grove shall be guaranteed no less than two (2) hours work or, in lieu thereof, two (2) hours pay at the applicable straight time or overtime rate of pay. An off-duty Patrol Officer who is called for an appearance at house court in DuPage County - Wheaton, Will County - Joliet and Cook County shall be guaranteed no less than three (3) hours work or, in lieu

thereof, three (3) hours pay at the applicable straight time or overtime rate of pay. If a Village vehicle is not available for the Patrol Officer's use, he/she may utilize his/her own personal vehicle and obtain mileage reimbursement under the Village's travel policy.

Section 8.7 Compensatory Time Option. Each Patrol Officer shall be allowed compensatory time off upon his/her request and subject to the approval of the Chief of Police or his designee. Once a request for compensatory time off has been granted, said time off may not be canceled except at the request of the Patrol Officer or to cover an emergency. A Patrol Officer will have the discretion of designating overtime hours as compensation, or receiving those hours as Compensatory Time at a rate of one and one-half times the hours worked.

Patrol Officers shall be allowed to accumulate up to one hundred forty (140) hours of compensatory time at any one time. Patrol Officers may carry over up to one hundred forty (140) hours of accumulated compensatory time from one fiscal year (the "prior year") to the next fiscal year (the "current year"), provided that the total maximum accrual of compensatory time from the prior year and the current year shall not exceed one hundred forty (140) hours. Upon thirty (30) days written notice, the Village will pay a Patrol Officer a portion or all of his/her accrued compensatory time at his/her then hourly rate of pay, provided that accrued compensatory time amounting to less than forty (40) hours will not be paid.

Upon termination, a Patrol Officer shall receive compensation for all compensatory time accrued but not used at his/her then hourly rate of pay (subject to Section 11.5).

Section 8.8 Court Standby. When placed on court standby, a Patrol Officer shall contact the Department at the pre-arranged time. Each Patrol Officer on court standby shall be paid for one (1) hour at the applicable straight time or overtime rate of pay. If a Patrol Officer is called from standby, his/her regular court pay shall be paid in lieu of any standby pay at the

applicable straight time or overtime rate of pay. A Patrol Officer who is absent on sick leave or for another legitimate reason preventing him/her from reporting to court shall be ineligible for court standby pay.

Section 8.9 Residency. All Patrol Officers shall reside within a thirty (30) mile radius of the Village limits.

Section 8.10 Required Overtime. The Chief of Police or his designee shall have the right to require overtime work and except in emergencies, such overtime assignments shall be by seniority on a shift basis and said assignments shall rotate through the seniority list by shift. It is the policy of the Woodridge Police Department that shifts be properly staffed with Patrol Officers and a supervising Sergeant. When patrol shifts fall below minimum staffing levels, it is the policy of the Department to replace Patrol Officers in a timely fashion. However, nothing in this section constitutes a guarantee that minimum staffing levels will be maintained at all times.

Procedure

- The Village of Woodridge will provide an electronic communication device (ECD) for all Patrol Officers. The ECD will be used, as a convenient and quick method of advising Patrol Officers when overtime is available. There will be no requirement for Patrol Officers to carry ECDs or respond to ECD notifications.
- A Patrol Officer can upgrade the Village ECD with an ECD with greater capabilities, provided the Patrol Officer pays all additional costs.
- The Village will replace, in a timely fashion, ECDs that are lost, in the line of duty, without cost to the Patrol Officer, provided the Patrol Officer provides proof regarding the loss. The Village is under no obligation to replace upgraded ECDs.

- The Village will replace one ECD per Patrol Officer if lost while off duty at no cost to the Patrol Officer, excluding an upgraded ECD. After the Village has replaced one ECD for a Patrol Officer, he/she must reimburse the Village for the cost of any subsequent replacements. This cost may be deducted from the Patrol Officer's uniform allowance if available funds exist.
- The overtime shall be assigned by seniority on a shift basis and said assignments shall rotate through the seniority list by shift.
- Whenever possible, the master schedule will show shaded areas to indicate whether upcoming shortages are to be assigned as overtime to Sergeants or Patrol Officers.
- If a twelve-hour block of overtime is available and known at least 12 hours in advance, the Sergeant or Officer in Charge shall follow the overtime seniority list for that shift. A Patrol Officer is eligible for a 12-hour block of overtime if he/she is on his/her scheduled day off and from the shorted shift. If the Patrol Officer who is next up for the overtime rotation is working or declines the overtime, he/she will be logged "NO" with the hours offered noted in the comment field. The next Patrol Officer in line will then be logged as "YES" or "NO" dependent upon response. If all eligible Patrol Officers for the assigned shift refuse the twelve (12) hours, the list will return to the original starting point with all Patrol Officers marked "NO". The twelve-hour block will be divided into blocks of overtime not exceeding sixteen (16) hours of continuous work.
- Eligible Patrol Officers for four-hour blocks are the Patrol Officers scheduled to work the shift prior to and after the shorted shift.
- Patrol Officers will be logged in the rotation book in order, stopping with the Patrol Officer who accepted the assignment, or once a full rotation of the list has been made.

- If the shorted shift is not filled, then the specialty assignment seniority list will be followed and logged with the same procedure as above.
- When overtime becomes available, the Sergeant or Officer In Charge will notify, by ECD, themselves and all Patrol Officers who are eligible to cover the shortage. All eligible Patrol Officers will be notified at the same time with the same message. The ECD notification will state the date and time of the available overtime and the supervisor who has transmitted the notification.
- Patrol Officers shall return the ECD notification in 15 minutes or less, beginning when the Sergeant or Officer in Charge receives the notification.
- Overtime being offered to Patrol Officers while they are working shall be made via radio communication or in person.
- A Patrol Officer is ineligible for the overtime hours if he/she is on a sick day, vacation day, compensatory time, personal holiday or other approved time off. These Patrol Officers will be marked as "NO" for their response.
- An answer of "NO" will be logged in the rotation book if the time limit expires without a response.
- When the 15 minutes has expired or the overtime has been covered per this agreement, the Sergeant or Officer In Charge shall notify, by ECD, all eligible and previously notified Patrol Officers with the name/badge number of the Patrol Officer who has accepted the overtime based on their response and current placement in the seniority rotation.
- There is no requirement for logging beyond the specialty rotation.

- If the shorted shift is not filled after the above procedure is followed, then any Patrol Officer may be used to properly staff the shift. The Sergeant or Officer In Charge will notify, by ECD, all Patrol Officers advising the available overtime. All Patrol Officers will have 15 minutes to respond on a first come basis. If the shorted shift is not filled, the Sergeant or Acting Shift Supervisor shall cover the shortage by any means necessary.
- Patrol Officers may be ordered in only by speaking directly to the Patrol Officer by telephone or in person.
- When it is known in advance that a patrol shift falls below minimum staffing level because of the absence of a Patrol Sergeant, a Sergeant must fill the required overtime 20 hours in advance on the schedule (An added line to each shift has been supplied to the schedule).
- When a patrol shift is at minimum staffing level and a Sergeant is not scheduled to work, a Sergeant can staff the supervisory position by filling the vacancy 20 hours in advance on the schedule (An added line to each shift has been supplied to the schedule).
- A Sergeant will fill Sergeant illness or other unpredicted Sergeant shortages as soon as possible if the shortage occurs less than 20 hours in advance.
- Overtime not covered by a Sergeant 20 hours in advance shall be offered to a Patrol Officer.
- If a real or perceived emergency develops during any time, the policy of the Police Department will be to properly supervise a shift.

Section 8.11 Extra Details and Special Events. Assignments involving extra details and special events for which the Village receives reimbursement from outside sources shall be performed only by Patrol Officers and Sergeants, except Command Officers and employees of

the Police Department who are not sworn Patrol Officers may perform extra details and special events if an insufficient number of Patrol Officers and Sergeants volunteer for these assignments or if a replacement Patrol Officer or Sergeant cannot be found under the circumstances described below. The outside source requesting the extra detail or special event may be required to pay a fee, the amount of which shall be determined by the Village, provided that the Village will not charge a fee in excess of the actual cost of providing manpower for the service. Patrol Officers working the extra detail or special event shall be paid at their applicable hourly straight time rate of pay, provided, if a Patrol Officer has more than forty (40) hours worked during the week (eighty (80.01) hours worked during the bi-weekly pay period in the case of Patrol Officers assigned to a work schedule with twelve (12) hour shifts), including the extra detail or special event, he/she shall be paid at the overtime rate of pay for the hours worked on the extra detail or special event to the extent they contributed to his/her hours worked being in excess of forty (40) (eighty (80.01) in the case of Patrol Officers assigned to a work schedule with twelve (12) hour shifts). For purposes of this Section, the term "hours worked" shall not include any paid absence for vacation, bereavement, jury service, holidays, compensatory time, personal holidays, and paid sick leave. Command Officers and non-sworn employees of the Police Department, when assigned to an extra detail or special event, will be subject to the same penalty as Patrol Officers and Sergeants for failing to report for the assignment.

Notice of extra details and special events shall be posted, and eligible employees may volunteer by submitting an "extra detail/special event request form." When possible, Patrol Officers shall be given a minimum of five (5) days to submit their request form. Extra detail/special events known less than five (5) days in advance that require immediate coverage, will be assigned on a first come basis. If an excessive number of Patrol Officers and Sergeants

volunteer, the extra detail or special event shall be assigned on an “equitable basis” meaning that the assignment will be made based on both seniority (as determined, for purposes of this section, by years of service as a Patrol Officer for the Village of Woodridge) and equal distribution within the same detail.

If a Patrol Officer and a Sergeant are equal with respect to the number of hours assigned within the same detail, any additional assignment will be made to the Patrol Officer. No extra detail/special event request forms will be accepted after the due date specified on the notice.

In the event that the assigned Patrol Officer, Sergeant, Command Officer or non-sworn employee cannot report to the extra detail/special event due to an emergency, a supervisor, using the “alternate Officer list” included in the detail assignment schedule, will contact alternate Patrol Officers, Sergeants, Command Officers and non-sworn employees in seniority order to fill the vacated assignment. The alternate list will be in seniority order, Patrol Officers first then Sergeants, followed by Command Officers and non-sworn employees. If a Patrol Officer, Sergeant, Command Officer or non-sworn employee cancels an assigned extra detail/special event, he/she must find a replacement to work the detail by contacting alternate Officers, Sergeants, Command Officers or non-sworn employees in seniority order. A Patrol Officer, Sergeant, Command Officer or non-sworn employee who fails to report for the extra detail or special event and who fails to find a replacement will not be eligible for any new extra details or special events for sixty (60) days. The sixty (60) day period will begin after the Patrol Officer, Sergeant, Command Officer or non-sworn employee completes any and all previously assigned extra details/special events. For each failure to report for an extra detail or special event, there will be an additional sixty (60) day “suspension” to be run consecutively. Notice of these

suspensions, including the dates thereof, will be posted on the special detail bulletin board by the Chief of Police or his designee.

Section 8.12 Permanent Shifts. The Chief of Police reserves the right to manage all police department schedules including those identified in Sections 8.12 and 8.13. Permanent patrol shifts may be created and performed on the same shift for an indefinite period of time, ("permanent shift assignments") rather than on a rotating basis. Permanent patrol shifts shall be bid by seniority, on an annual basis, prior to the vacation pick (Section 9.4 of current Labor Agreement) of the current calendar year and will be instituted in January of the new calendar year. The Chief of Police will designate two (2) Patrol Squads; these Squads are comprised of two (2) teams, referred to as Blue and Black Teams. One team on each Squad shall rotate between the hours of 0600 to 1800 or 1800 to 0600. The other team on each squad will work non-rotating hours of 0600 to 1800 or 1800 to 0600. Officers may select by a seniority basis as outlined by an approved Seniority List (Section 14.2 of current Labor Agreement), to work either of the permanent teams. Submission of names of officers to work the Permanent Patrol Teams/Squad will be completed prior to vacation picks as outlined in Section 9.4 of the current Labor Agreement. In the event there are not enough officers who request to work the Permanent Patrol Teams/Squad, Patrol Officers will be assigned by reverse seniority to fill those shifts. Shift 0600 until 1800 will be filled first and then the 1800 to 0600 shift. Permanent shift assignments shall normally be effective from January 1 (or from the date of their creation) through the following December 31st.

These hours of work will remain in full force and effect unless terminated by the mutual written agreement of the parties or, if in the reasonable judgment of the Chief of Police or his/her designee, the continued operation of this shift is impractical or becomes of concern as regards to

the safe or efficient operation of the Woodridge Police Department and the continuing mission statement of the Village of Woodridge and/or the Police Department. Under no circumstances will premium pay be provided for permanent shifts.

Section 8.13 Specialty Assignments. Specialty assignments may be created by the Chief of Police. Patrol Officers may submit for the assignments of Traffic Officers, Canine Officer, DARE Officer, DRUG Enforcement officer (DEA), Detective, School Resource Officer, Tactical Officer, Tactical Narcotics Team (TNT). In addition, up to four (4) Patrol Officers may be designated by the Chief to work a designated shift with starting and ending times determined by the Chief. Only Patrol Officers who consent to specialty shift assignments will be designated. Specialty assignments shall normally be effective from January 1 (or from the date of their creation) through the following December 31st (or through such earlier date when the Chief of Police eliminates the assignments).

ARTICLE IX

VACATIONS

Section 9.1 Eligibility and Allowances. Full-time Patrol Officers will accrue vacations and vacation pay, for a maximum of twenty-six (26) bi-weekly pay periods during a calendar year, on the following basis:

(a) During his/her first five (5) years of employment, a Patrol Officer shall accrue vacation and vacation pay at the rate of 3.08 hours for each bi-weekly pay period. A Patrol Officer may not take a vacation until he/she has been employed for six (6) months.

(b) A Patrol Officer with more than five (5) but less than ten (10) years of employment shall accrue vacation and vacation pay at the rate of 4.62 hours for each bi-weekly pay period.

(c) A Patrol Officer with more than ten (10) years of employment shall accrue vacation and vacation pay at the rate of 6.16 hours for each bi-weekly pay period.

(d) A Patrol Officer with more than twenty (20) years of employment shall accrue vacation and vacation pay at the rate of 7.692 hours for each bi-weekly pay period.

Section 9.2 Vacation Pay. The rate of vacation pay shall be the Patrol Officer's regular rate of pay in effect for the Patrol Officer's job classification on the payday immediately proceeding the Patrol Officer's vacation.

Section 9.3 Time for Vacations. A Patrol Officer shall not be permitted to accrue more than twice the number of vacation hours as he/she can accrue annually. A Patrol Officer must take at least one week's vacation annually.

Section 9.4 Scheduling of Vacations. During the term of this Agreement, vacation weeks will be selected beginning on November 1 of the prior year. Patrol Officers will request

vacation weeks in writing, on a seniority basis. Initially, only one Patrol Officer and one sergeant per shift (or two Patrol Officers, if no sergeant on the shift has picked the week) will be allowed to take vacation during any one week). No more than two consecutive weeks of vacation may be taken by a Patrol Officer. Initial requests will be submitted to the Chief of Police or his/her designee by the designated due date. The Chief of Police or his/her designee, to aid less senior Patrol Officers with availability for their picks, will post each Patrol Officer's and each sergeant's approved vacation weeks. Vacation weeks submitted after the designated due date will be considered on a first-come basis after all picks have been made, manpower allowing.

The Village will allow a Patrol Officer to take unscheduled vacations, in periods of one (1) or more hours, if the other Patrol Officers on duty are sufficient in number to meet the minimum shift complement established by the Village and if the Patrol Officer's absence will not interfere with the operations of the Police Department. Unscheduled vacations will not be approved until after the designated due date referred to in the foregoing paragraph. Individual vacation days will be granted on a seniority basis before the posting of the applicable work schedule and on a first come basis after the posting of the applicable work schedule. Once vacation time is granted, it will not be canceled except in an emergency or with the consent of the Patrol Officer involved.

Section 9.5 Separation. A Patrol Officer who leaves the employment of the Village in good standing and with two (2) weeks written notice shall be compensated for vacation which is accrued and unused on the date of termination at his/her then hourly rate of pay. The date of termination cannot be extended by use of vacation.

Section 9.6 Units of Leave. Vacation leave shall not be taken in units of less than one (1) hour. The Village, at its discretion, may allow officers to take vacation time, personal

holidays or compensatory time to work the extra details or special events covered by Section 8.11.

ARTICLE X

HOLIDAYS

Section 10.1 Holidays Observed. Full-time Patrol Officers will receive the following paid holidays:

New Year's Day	01/01/2012	01/01/13	01/01/14	01/01/15
Memorial Day	05/28/12	05/27/13	05/26/14	
Independence Day	07/04/12	07/04/13	07/04/14	
Labor Day	09/03/12	09/02/13	09/01/14	
Thanksgiving Day	11/22/12	11/28/13	11/27/14	
Day After Thanksgiving	11/23/12	11/29/13	11/28/14	
Christmas Eve Day	12/24/12	12/24/13	12/24/15	
(full day)				
Christmas Day	12/25/12	12/25/13	12/25/14	

Section 10.2 Holiday Pay. A Patrol Officer shall be paid at time and one-half (1-1/2) his/her regular rate of pay for all hours worked on a holiday and shall also be paid an eight (8) hour holiday allowance. If a Patrol Officer works in excess of his/her normal assigned shift, he/she shall be paid double time for such excess hours.

Section 10.3 Holidays During Vacation. If a holiday falls during a Patrol Officer's vacation, the Patrol Officer shall receive both vacation pay and an eight (8) hour holiday allowance for the day.

Section 10.4 Shift Extending Beyond Midnight. A shift that begins before midnight and ends after midnight on any holiday listed in Section 10.1 shall not be considered a holiday shift. A shift that begins on or after midnight of a holiday shall be considered a holiday shift.

Section 10.5 Personal Holidays. Personal leave is granted to employees at the rate of thirty-two (32) hours per calendar year. New Patrol Officers earn personal leave as follows: An employee who commences employment between January 1 and March 31 shall be entitled to thirty-two (32) hours of personal holiday during the current calendar year. An employee who commences employment between April 1 and June 30 shall be entitled to twenty-four (24) hours of personal holiday during the current calendar year. An employee who commences employment between July 1 and September 30 shall be entitled to sixteen (16) hours of personal holiday during the current calendar year. An employee who commences employment between October 1 and December 31 shall be entitled to eight (8) hours of personal holiday during the current calendar year.

Section 10.6 Scheduling Personal Holidays. The Village will allow a Patrol Officer to take Personal Holidays, in periods of one (1) or more hours, if the other Patrol Officers on duty are sufficient in number to meet the minimum shift complement established by the Village and if the Patrol Officer's absence will not interfere with the operations of the Department. Once a personal holiday is granted, it will not be canceled except in an emergency or with the consent of the Patrol Officer involved. Personal holidays shall be used in the calendar year in which they are earned, and shall not be carried over to the next calendar year. A Patrol Officer who leaves the employment of the Village shall not be paid for any unused personal holidays.

ARTICLE XI

INSURANCE

Section 11.1 Insurance. Patrol Officers will be covered by the same Health, Life and Accident Insurance Program which applies to other employees of the Village during the term of this Agreement. Patrol Officers will be subject to any changes in the Program which are made applicable to other employees of the Village. Patrol Officers' monthly contribution for single, single-plus-one and family coverage shall be 15% for the plan years 2012, 2013 and 2014. However, under no circumstances shall Patrol Officers be required to contribute at levels higher than any other Village employee. Each Patrol Officer shall be given, at the time of hire, a written description of the Health, Life and Accident Insurance Program. Each Patrol Officer shall also be given a written description of any changes in the Health, Life and Accident Insurance Program.

Section 11.2 Amount of Life Insurance. The life insurance covering Patrol Officers shall provide a benefit equal to their annual straight time compensation, subject to a maximum of \$70,000.

Section 11.3 Dental Insurance. A Dental Insurance Program shall be made available during the term of this Agreement. Patrol Officers will be subject to any changes in the program which are made applicable to other employees of the Village. Patrol Officers who elect to participate in the program shall be required to pay the cost of dental coverage for themselves and their dependents. Each Patrol Officer shall be given, at the time of hire, a written description of the dental insurance benefits. Each Patrol Officer shall also be given a written description of any changes in the Dental Insurance Program.

Section 11.4 Insurance Continuation. If a Patrol Officer is killed in the line of duty as a Patrol Officer of the Village, the Village will continue the dependent coverage which he/she had elected, if any, under Section 11.1 and/or Section 11.3, at no cost to his/her estate or his/her dependents, for a period of twelve months, beginning with the month following the month in which he/she dies.

Section 11.5 Retiree Health Coverage. Patrol Officers retiring after 20 years of continuous service with the Village may elect to continue their health care coverage. In order to continue such coverage, a retired Patrol Officer must pay the full cost of the class of coverage which he/she elects. The Village will maintain in full force and effect a Retiree Health Savings Plan, amended as necessary to comply with applicable law, based on the format designed by the ICMA Retirement Corporation. A copy of the existing plan will be provided to each Patrol Officer describing the current plan.

Section 11.6 Section 125 Program. A Section 125 Program shall be made available during the term of this Agreement. Under this Program, Patrol Officers may elect to pay their contributions for health care coverage (including dental) on a pre-tax basis by contributing the appropriate amount to the Program. Each Patrol Officer shall be given, at the time of hire and at the time of any changes in the Program, a written description of the Section 125 Program.

ARTICLE XII

SICK LEAVE

Section 12.1 Purpose. The purpose of sick leave is to provide an employee with protection against loss of income due to personal sickness or injury which prevents the performance of normal job duties.

Section 12.2 Sick Leave Accrual. Full-time Patrol Officers will accrue sick pay at the rate of 3.70 hours for each bi-weekly pay period (up to a maximum of twenty-six (26) bi-weekly pay periods during a calendar year), provided that a Patrol Officer shall not be permitted to accrue any sick pay beyond the total maximum accrual of 1,600 hours.

Section 12.3 Unused Sick Days. A Patrol Officer who retires from the Village in good standing after twenty (20) years of continuous service will have his/her accrued and unused sick leave placed into the Retiree Health Savings Plan provided for in Section 11.5 of this Agreement. The Retiree Health Savings Plan contribution of a Patrol Officer will be an amount equal to his/her accumulated and unused sick leave hours (up to a maximum of 1,040 hours) times his/her then hourly rate of pay times 75%. Aside from the foregoing contribution to the Retiree Health Savings Plan, there shall be no other payout of accrued and unused sick leave.

Section 12.4 Childbirth by Spouse. A Patrol Officer may take sixteen (16) hours of his/her accrued sick days in the event of childbirth by his/her spouse, or in the event of adoption, on the day when the child is physically placed in the home.

Section 12.5 Physician's Certificate. An Officer using twenty-two point eight six (22.86) consecutive hours of sick leave, with the exception of child birth, shall be required to submit a physician's certificate certifying the officer's illness in order to be compensated. This certificate must include the date(s) of absence, date of medical appointment, date the medical

appointment was scheduled and have the diagnosing physician's original signature. Sick leave shall be allowed only in case of necessity and actual sickness or disability of the patrol officer; those who abuse the sick leave policy of the Village are subject to disciplinary action.

Section 12.6 Notification of Supervisor Within One Hour. To receive compensation while absent on sick leave, the employee shall notify the immediate supervisor at least one (1) hour prior to the time set for beginning his/her daily duties.

Section 12.7 Use of Sick Leave. The Union agrees that it will cooperate with the Employer in discouraging the abuse of sick leave. The Union agrees that sick leave abuse imposes an inappropriate financial burden on the Village and, by forcing employees to work overtime, creates a safety risk.

ARTICLE XIII

LEAVES OF ABSENCE

Section 13.1 Allowable Absence Specified. The Village will offer Patrol Officers leaves of absence in accordance with its policies which apply generally to employees of the Village.

Section 13.2 Bereavement Leave. In the event of a death in a Patrol Officer's immediate family, the Patrol Officer may take up to twenty-four (24) hours of paid bereavement leave, provided that the funeral or memorial service must be held during the leave, and provided further that the Patrol Officer must attend the funeral or memorial service. The term "immediate family" means spouse, child or stepchild, parent or parent of a spouse, brother or brother-in-law, sister or sister-in-law, grandchildren, and grandparent. In addition, a Patrol Officer may take eight (8) hours of paid bereavement leave to attend the funeral or memorial service of an aunt, uncle, niece or nephew.

ARTICLE XIV

SENIORITY

Section 14.1 Definition: Acquisition and Retention. Seniority is the preference given in recognition of the relative length of continuous service among individual Patrol Officers, and shall be based upon length of continuous service since each Patrol Officer's most recent date of hire. Newly hired Patrol Officers and rehired Patrol Officers shall have no seniority prior to their completion of the eighteen-month probationary period. Upon completion of the probationary period, a Patrol Officer's seniority shall relate back to his/her most recent date of hire as a Patrol Officer and shall be retained until occurrence of one of the following:

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

Section 14.2 Seniority Lists. The Village will post a current seniority roster on or about the effective date of this Agreement and, thereafter, on or about the anniversary date hereof.

Section 14.3 Purpose of Seniority. In accordance with and subject to the conditions in Sections 8.10, 8.12 and 9.4, Patrol Officers shall be allowed preference for overtime (Section 8.10), vacation (Section 9.4) and permanent shift assignments (Section 8.12) according

to seniority. When two or more Patrol Officers make simultaneous requests (*i.e.*, more than one request is made before the first request is approved) for the same time off for compensatory time, unscheduled vacation, or personal holidays, Patrol Officers shall also be allowed preference for the time off according to seniority.

ARTICLE XV

WAGES

Section 15.1 Wage Schedule. Employees shall be compensated, at minimum, in accordance with the wage schedule attached to this Agreement, as Attachment "A." All wages for the first year of this Agreement shall be effective on May 1, 2012. Retroactive wages (if the Agreement is ratified after issuance of the first paycheck after May 1, 2012) shall be paid by separate check to all covered employees within thirty (30) days of the execution date of this Agreement. The increased monthly health coverage contributions provided for in Section 11.1 shall be retroactive to May 1, 2012 and shall be deducted from pay in the first full month following the execution date of this agreement.

Section 15.2 Officer in Charge. The Village may designate a Patrol Officer as an Officer in Charge to replace a Sergeant who is absent from a shift for a period of two (2) hours or more. The Patrol Officer shall receive as compensation one (1) hour of pay at his/her applicable straight time or overtime rate for each shift when he/she is so designated. Only one Patrol Officer will receive OIC compensation on any shift. If the OIC is required to prepare for and conduct a roll call, he/she will be paid an additional fifteen (15) minutes at his/her applicable straight time or overtime rate of pay.

Section 15.3 Departmental Meetings. A Patrol Officer shall receive pay at his/her applicable straight time or overtime rate of pay for all time spent in Departmental Meetings, Fire Arms Training, General Training and pre-shift roll call. If the Chief of Police or his/her designee requires a Patrol Officer to attend a meeting, range practice, or training program scheduled to begin more than one-half hour after the ending time of his/her prior shift and more than one-half hour prior to the beginning time of his/her next shift, the Patrol Officer shall be paid for the

actual time spent in the meeting, practice or program, or for two (2) hours, whichever is greater, at the applicable straight-time or overtime rate of pay.

Section 15.4 Detective Premium. The Chief of Police shall have the right to designate a Patrol Officer to work as a detective. A Patrol Officer who is designated to work as a detective for at least 1,500 hours during a calendar year shall receive a detective premium of \$400 for that calendar year.

Section 15.5 Safety Incentive. The Village's policy providing a safety incentive for the safe driving of vehicles shall apply to Patrol Officers to the same extent as other employees of the Village so long as the policy, as it may be amended from time to time, remains in effect.

Section 15.6 Field Training Officer Premium. The Chief of Police shall have the right to designate a Patrol Officer as a Field Training Officer (FTO). A Patrol Officer who is a certified FTO, who is designated to work as an FTO, and who actually spends at least 50% of his/her workday actively engaged in training shall receive as compensation one (1) hour of pay at his/her applicable straight or overtime rate for such day. Any time worked in excess of his/her normal workday (e.g., for completion of FTO reports) shall be paid at his/her applicable straight time or overtime rate of pay.

Section 15.7 Canine Officer Pay. The Village, Union and any employee assigned as a Canine Officer will sign and execute the agreement attached as Appendix D. The additional compensation for Canine Officer duties described in Appendix D will be paid at the applicable overtime rate subject to the terms of Section 8.4, and can be taken as compensatory time subject to the terms of Section 8.7.

ARTICLE XVI

RESTRICTED DUTY

Section 16.1 Restricted Duty. A Patrol Officer who is unable to perform his/her regular work because of a medical condition but who is expected to improve so that he/she will eventually be able to resume his/her normal duties will be offered a temporary restricted duty assignment in the Police Department, subject to the following conditions:

(a) The Village will make a reasonable determination whether it is able to design a productive restricted duty assignment within the Patrol Officer's medical restrictions. The Village will have no obligation to provide a restricted duty assignment which consists of make-work or other work which the Village does not consider necessary.

(b) The Patrol Officer must comply with the medical recommendations of his/her attending physician during the period of his/her restricted duty assignment.

(c) A restricted duty assignment will be canceled if the Patrol Officer's physician or the Village's physician determines that the Patrol Officer's condition is not improving while he/she is on restricted duty.

(d) A restricted duty assignment will continue for a maximum period of eight (8) weeks unless extended by the Chief at his discretion based upon the Patrol Officer's medical condition, the ongoing availability of productive restricted duty work, and the need to accommodate other temporarily-disabled Patrol Officers. Based on these factors, the Chief may also terminate a restricted duty assignment which he/she has extended beyond eight (8) weeks.

(e) At the Village's request, a Patrol Officer will undergo a physical examination by a physician designated by the Village to determine his/her eligibility for a restricted duty assignment and the applicable medical restrictions.

(f) The Village will be under no obligation to transfer another employee from his/her job in order to provide a restricted duty assignment.

(g) While on restricted duty, a Patrol Officer will be assigned to a work schedule of forty (40) hours per week. He/she will not be permitted to work overtime, to work extra duties or special events, or to engage in any secondary employment, except that if the affected Patrol Officer provides written documentation for his/her physician that he/she, while medically incapable of performing the work of a Patrol Officer, is medically capable of performing secondary employment, and the off duty employment does not require the employee to meet similar physical requirements of a Police Officer, then permission to work said secondary employment shall not be unreasonably withheld. His/her shift starting time and ending time will be determined by the Chief or his/her designee. He/she will be paid at his/her regular rate of pay.

ARTICLE XVII

UNIFORM ALLOWANCE

Section 17.1 Uniform Allowance. The Village will furnish a new Patrol Officer with a complete uniform as set forth in Appendix B, attached hereto. A Patrol Officer shall thereafter be eligible for a uniform allowance, beginning with the first full fiscal year (May 1 through April 30) following his/her date of hire. The amount of the uniform allowance shall be \$950 for each of the following fiscal years; 2012, 2013 and 2014. A Patrol Officer who is regularly required to wear a uniform may utilize his/her allowance by purchasing a new uniform item and having it charged against his/her allowance. A Patrol Officer designated for a plain clothes assignment shall receive a uniform allowance at the beginning of the fiscal year. Patrol Officers are responsible for cleaning and maintaining their uniforms and for projecting a professional appearance at all times.

Section 17.2 Allowance For Vests. A Patrol Officer with unused Uniform Allowance under Section 17.1 at the end of the fiscal year, may transfer, in increments of \$50, such unused funds into a supplemental account, to be applied only for replacement of the Patrol Officer's bullet proof vest provided that the total accrual in such account may not exceed \$1,000, and provided further that any balance remaining in such account after the Patrol Officer purchase a bullet proof vest in a fiscal year will be cancelled.

Section 17.3 Replacement of Personal Property. The Village will reimburse a Patrol Officer for the reasonable cost, not to exceed \$200 per item, of replacing a wrist watch, eyeglasses, contact lens(es), or pager which are damaged or destroyed in the line of duty, provided the Patrol Officer, before leaving duty on the day of the incident, must notify the watch commander and provide proof regarding the damage or destruction.

ARTICLE XVIII

SECONDARY EMPLOYMENT

Section 18.1 Restrictions on Secondary Employment. Patrol Officers may have secondary employment, provided that they shall not be employed in any outside capacity in which they represent themselves as members of the Woodridge Police Department, and provided further that the Chief and Village Administrator reserve the right to deny or cancel secondary employment which fails to meet all of the following conditions:

- A. That said secondary employment shall be with the prior written approval of the Chief and the Village Administrator.
- B. That said secondary employment shall not exceed either twenty (20) hours per week or four (4) hours on any day when the Patrol Officer is scheduled for a regular shift.
- C. That said secondary employment shall not interfere with any of the Patrol Officer's obligations to the Village.
- D. That said secondary employment shall not bring the image of the Village or the Police Department into disrepute.
- E. That said secondary employment shall not involve the Patrol Officer's use of any Village equipment, facilities, or resources without the Village Administrator's written consent, except for the Village-issued weapon assigned to the Patrol Officer.
- F. That said secondary employment shall not interfere with a Patrol Officer's ability to respond to emergency calls.

- G. A Patrol Officer shall be allowed to engage in security related employment when said employment is located geographically outside the Village limits.

Prior to undertaking any secondary employment, and at the request of the Chief or his/her designee at reasonable intervals thereafter, the Patrol Officer shall furnish information about such employment on a form provided by the Village.

Section 18.2 Liability Arising from Secondary Employment. Before commencing any secondary employment, a Patrol Officer shall furnish the Village with an agreement holding the Village harmless and indemnifying it for any loss, damages, award, costs, expense or attorney's fees incurred by the Village as a result of the Patrol Officer's secondary employment. The Village shall have no responsibility to provide any legal advice or defense to a Patrol Officer in any civil or criminal matter involving the Patrol Officer's activities in connection with his/her secondary employment.

ARTICLE XIX

NO DISCRIMINATION

Section 19.1 No Discrimination. Neither the Village nor the Association shall discriminate against any Patrol Officer because of race, sex, creed, color, religion, or national origin. The Association shall represent all Patrol Officers fairly without regard to Association affiliation, non-affiliation, or disaffiliation.

ARTICLE XX

NON-GRIEVANCE MEETINGS AND RULES

Section 20.1 Non-Grievance Meetings. At the request of the Association or the Village, but not more often than once every three (3) months, a meeting shall be held between the Chief and up to four (4) Patrol Officers designated by the Association. The meeting shall provide an opportunity for the Patrol Officers to bring to the attention of the Village matters of concern to the Patrol Officers arising out of the employment relationship. Such matters may include, but not necessarily be limited to, safety practices and procedures within the Police Department and equipment additions and/or facility modifications which are recommended by Patrol Officers. If one or more of the Patrol Officers are not on duty at the time of the meeting, they shall be paid for the time spent at their applicable straight time or overtime rate of pay. The Chief may adjourn the meeting when the business has been completed or when, in his/her opinion, further discussion would not be beneficial.

Section 20.2 Rules and Standard Operating Procedures. It is the Village's prerogative to effect changes in Departmental Rules and Standard Operating Procedures. Each Patrol Officer shall receive a copy of the Departmental Rules and Standard Operating Procedures and any changes made thereto.

ARTICLE XXI

MISCELLANEOUS PROVISIONS

Section 21.1 Ratification and Amendment. Upon ratification by the Village Board and the Woodridge Chapter of the Association, this Agreement shall then become effective, except as stated in Section 15.1.

Section 21.2 Maintenance of Economic Benefits. All economic benefits which the Village is obligated to provide during the term of this Agreement are set forth herein. Economic benefits not set forth in this Agreement may be commenced, modified or discontinued by the Village at its discretion.

Section 21.3 Solicitation. While the Village acknowledges that bargaining unit employees may conduct solicitation of Woodridge merchants, residents or citizens, the Chapter agrees that no bargaining unit employee will solicit any person or entity for contributions on behalf of the Woodridge Police Department or the Village of Woodridge.

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

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

This Section 21.3 does not apply to the solicitation efforts of the Metropolitan Alliance of Police or any of its agents who are not bargaining unit employees.

Section 21.4 Drug Testing. It is the policy of the Village of Woodridge that the public has the absolute right to expect that Patrol Officers will be free from the effects of proscribed drugs and alcohol while on duty. Accordingly, the Village requires Patrol Officers to report for work fit for duty and to set a positive example for the community. The purposes of this policy will be achieved in a manner which does not cause undue hardship or embarrassment or violate any legal rights of the Patrol Officers. In order to carry out this policy, the Chief of Police or his/her designee may require Patrol Officers to submit to drug or alcohol testing in accordance with this Section. The confidentiality of such test results will be maintained on a need to know basis.

a. Proscribed Drugs

Proscribed drugs include drugs which are unlawful to possess, prescription drugs not being taken in accordance with a prescription, and any other mind-altering substance being used to achieve a “high” or similar condition. A Patrol Officer taking medication in accordance with a prescription which may affect his/her fitness for duty must notify a member of the command staff so that his/her fitness for duty can be evaluated.

b. Random Drug and Alcohol Tests

Probationary Patrol Officers may be tested for drugs and alcohol on a random basis. Patrol Officers who have passed probation may be tested for drugs on a random basis. The Village will

engage the services of an independent consultant to make the random selections of individuals for testing. All employees of the Police Department, both sworn and civilian, will be covered by the random testing program. Excluding probationary Patrol Officers, the number of random tests to be conducted in any year of this contract will be no more 50% of the number of employees in the Police Department. A Patrol Officer who refuses to submit to a random test is subject to discipline, up to and including discharge.

c. Reasonable Suspicion Drug and Alcohol Tests

When the Chief or his/her designee has reasonable suspicion to believe that a Patrol Officer is under the influence of alcohol while on duty, or proscribed drugs while on or off duty, the Chief or his/her designee shall have the right to require the Patrol Officer to submit to a reasonable suspicion test. The Chief or his/her designee shall document the facts giving rise to the reasonable suspicion, which is cause for alcohol or drug testing, and provide the Patrol Officer with a copy of the documentation within a reasonable time after such documentation is completed. The Patrol Officer shall be escorted by the Chief or his/her designee to an authorized testing laboratory without delay as soon as the facts giving rise to such reasonable suspicion are known. A Patrol Officer who refuses to submit to a reasonable suspicion test is subject to discipline, up to and including discharge.

d. Taking and Processing the Sample

The Village shall use a reputable laboratory for testing samples obtained from a Patrol Officer to determine whether alcohol or drugs have been used. Usual and accepted practices for the collection and preservation of biological evidence samples shall be followed. In the case of a urine or blood test, a sufficient sample of the bodily fluid shall be taken from the Patrol Officer to provide for an initial screening test and a confirmation test. A similar amount of the sample

shall be set aside and preserved for later testing if requested by the Patrol Officer. The reserved sample shall be destroyed upon notification by the laboratory that the tests were negative. If a test is positive, the reserved sample shall be held pending the conclusion of disciplinary action and/or agreement by the Patrol Officer to enter into a treatment program. The methods employed in the collection of samples for testing shall be reasonable and provide for security of the sample and its protection from adulteration. Reasonable attention shall be given to a Patrol Officer's need for privacy during the collection of urine samples, but a collection may nonetheless be witnessed by a person of the same sex, in an appropriate setting, to ensure that the integrity of the test sample is not compromised.

e. Testing and Test Results

No test result shall be considered to be positive for the presence of alcohol or drugs unless the sample has been subjected to analysis which provides quantitative data concerning the detected alcohol or drug through a scientifically accurate and accepted method. A blood alcohol concentration of .03 or more based on the grams of alcohol per one hundred milliliters of blood shall be considered to be a positive test result, but the Village may also attempt to show that a result less than .03 blood alcohol concentration should nevertheless warrant disciplinary action. A Patrol Officer who has submitted to testing shall have the opportunity to have the preserved sample, mentioned in subsection (d) above, tested by a reputable laboratory of his/her own choosing and at his/her own expense.

f. Disciplinary Hearings

During a disciplinary hearing before the Board of Police Commissioners, a Patrol Officer shall have the right to contend that his/her rights were violated concerning any testing permitted by this Agreement; specifically, the basis of the requirement to submit to the test, the administration

of the test, the significance and accuracy of the test, and the consequences of the testing or results.

g. Voluntary Requests for Assistance

The Chief of Police shall take no adverse employment action against a Patrol Officer who voluntarily seeks treatment, counseling or other support for an alcohol or drug abuse or dependency problem. The Chief of Police may require the Patrol Officer to be evaluated by a substance abuse professional to determine fitness to return to duty or assignment. For the purposes of this Section, “voluntary treatment, counseling or other support” means help sought by a Patrol Officer prior to an observation by a member of the Command Staff of the Police Department of facts giving rise to a reasonable suspicion, or prior to any misconduct on or off duty which causes him/her to come to the attention of a law enforcement agency or an internal inquiry by the Department. The Village may make available through an Employee Assistance Program a means by which a Patrol Officer may obtain referrals and treatment. Voluntary requests for assistance will be handled in a confidential manner. Any Patrol Officer who voluntarily seeks assistance with problems related to prescribed drugs or alcohol shall not be subject to any disciplinary action by reason of such request for assistance.

h. Discipline

In the first instance that a Patrol Officer tests positive for the use and/or abuse of proscribed drugs (other than drugs which are illegal to possess) or alcohol, the Patrol Officer is subject to discipline, not including discharge. The foregoing is conditioned upon the following:

a) the Patrol Officer undertakes and completes the appropriate initial treatment as determined by the physician(s) and/or mental health professional(s) involved;

b) the Patrol Officer discontinues the use of proscribed drugs or alcohol as directed by the treating physician(s) and/or mental health professional(s);

c) the Patrol Officer undertakes and completes an “aftercare” program, including participation in group meetings, as determined by the treating physician(s) and/or mental health professional(s);

d) the Patrol Officer agrees to submit to unannounced testing for a period of three years or for any longer period directed by the treating physician(s) and/or mental health professional(s);

e) the Patrol Officer delivers to the Chief of Police, prior to his/her return to active duty following initial treatment, a written document signed by the treating physician(s) and or health care professional(s), certifying all of the information required for the enforcement of (a) - (d) above; and

f) the Patrol Officer has not engaged in conduct, whether or not related to his/her use of alcohol or drugs, which independently is grounds for discharge.

A Patrol Officer who does not agree to, or act in accordance with, the foregoing, or tests positive a second or subsequent time for the presence of proscribed drugs or alcohol shall be subject to discipline, up to and including discharge. The foregoing does not require the Village to retain a Patrol Officer on active status when determined not to be fit for duty. Such a Patrol Officer shall use accumulated compensatory time, sick time, vacation leave, or personal leave, or apply for unpaid leave of absence.

In the first instance that a Patrol Officer tests positive for the use and/or abuse of drugs which are illegal to possess, the Patrol Officer is subject to discipline, including discharge.

Use of proscribed drugs, or failure to comply with Department rules and regulations concerning use of prescribed drugs while on duty, as well as the consumption of alcohol while on duty, is cause for discipline, including discharge.

ARTICLE XXII

SAVINGS CLAUSE

Section 22.1 Savings Clause. In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specified in the board, court or agency decision; and upon issuance of such a decision, the Village and the Association agree to notify one another and to immediately begin negotiations on a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XXIII

ENTIRE AGREEMENT

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

ARTICLE XXIV

TERMINATION

Section 24.1 Termination in 2015. This Agreement shall be effective as of the day after it is executed by both parties and shall remain in force and effect until April 30, 2015, provided that the Wage Schedule for fiscal year 2012-2013 shall be effective on May 1, 2012. This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the anniversary date. In the event that either party desires to terminate this Agreement, written notice must be given to the other party no later than ten (10) days prior to the desired termination date, which shall not be before April 30, 2015 or a subsequent anniversary date of the Agreement.

Executed this __ day of _____, 2012, after receiving approval by the Mayor and Board of Trustees and ratification by the Chapter's membership.

METROPOLITAN ALLIANCE
OF POLICE, WOODRIDGE
CHAPTER #51

VILLAGE OF WOODRIDGE

APPENDIX A SCHEDULE OF RATES

Officers hired prior to January 1, 2012 will progress through a step-system based on the steps described in the first (1st) column of the three charts below. These Officers shall advance to the appropriate step precisely on their anniversary date. The numbers in the first column refer to the rates received after completing that number of years of service. For example, "7" refers to the rate received after the end of year seven and at the beginning of year 8.

Officers hired on or after November 9, 2012 will progress through a step-system based on the steps described in the second (2d) column of the three charts below. "Start" refers to the rate received by a newly hired Patrol Officer. "FTO" refers to the rate received upon successful completion of the Department's field training program. The remaining numbers refer to the rates received after completing that number of years of service. For example, "7" refers to the rate received after the end of year seven and at the beginning of year 8.

Officers hired between January 1, 2012 and November 9, 2012 will move to an hourly pay rate of \$29.07 upon successful completion of the Department's field training program (and \$29.65 as of May 1, 2013 in the event the Officers have not yet reached their one-year anniversary). Thereafter, these Officers shall advance to step "1" and subsequent steps precisely on their anniversary date based on the steps described in the first (1st) column of the three charts below. For example, if an Officer was hired on July 1, 2012 and subsequently passes the Department's field training program, that Officer will advance to Step "1" of the first column of the 2013 pay chart below (*i.e.*, \$31.10 per hour) on July 1, 2013.

The following schedule of rates shall be effective on May 1, 2012:

<i>Officers hired prior to execution of 2012-15 CBA</i>	<i>Officers hired on or after execution of 2012-15 CBA</i>		
Years of Service	Years of Service	Hourly Rate	Annual (2080 hrs) Rate
n/a	Start	\$26.21	\$54,515.78
n/a	FTO	\$26.74	\$55,628.35
n/a	1	\$27.88	\$57,992.56
n/a	2	\$29.07	\$60,457.24
1	3	\$30.49	\$63,414.62
2	4	\$32.04	\$66,639.46
3	5	\$33.63	\$69,949.15
4	6	\$35.45	\$73,725.60
5	7	\$37.10	\$77,162.59
6	8	\$38.95	\$81,023.90
7	9	\$40.53	\$84,312.38
8	10	\$44.01	\$91,547.04

The following schedule of rates shall be effective on May 1, 2013:

<i>Officers hired prior to execution of 2012-15 CBA</i>	<i>Officers hired on or after execution of the 2012-15 CBA</i>		
Years of Service	Years of Service	Hourly Rate	Annual (2080 hrs) Rate
n/a	Start	\$26.73	\$55,606.10
n/a	FTO	\$27.28	\$56,740.92
n/a	1	\$28.44	\$59,152.41
n/a	2	\$29.65	\$61,666.39
1	3	\$31.10	\$64,682.92
2	4	\$32.68	\$67,972.25
3	5	\$34.30	\$71,348.14
4	6	\$36.15	\$75,200.11
5	7	\$37.84	\$78,705.84
6	8	\$39.73	\$82,644.38
7	9	\$41.35	\$85,998.63
8	10	\$44.89	\$93,377.98

The following schedule of rates shall be effective on May 1, 2014:

<i>Officers hired prior to execution of the 2012-15 CBA</i>	<i>Officers hired on or after execution of the 2012-15 CBA</i>		
Years of Service	Years of Service	Hourly Rate	Annual (2080 hrs) Rate
n/a	Start	\$27.27	\$56,718.22
n/a	FTO	\$27.82	\$57,875.74
n/a	1	\$29.01	\$60,335.46
n/a	2	\$30.24	\$62,899.71
1	3	\$31.72	\$65,976.57
2	4	\$33.33	\$69,331.69
3	5	\$34.99	\$72,775.10
4	6	\$36.88	\$76,704.11
5	7	\$38.60	\$80,279.96
6	8	\$40.53	\$84,297.27
7	9	\$42.17	\$87,718.60
8	10	\$45.79	\$95,245.54

APPENDIX B

UNIFORMS

A complete uniform for a newly hired police officer shall consist of the following items. Any additional items not listed which are required by the Village and/or the police academy shall be provided at no additional cost to the officer.

- (*) Complete academy uniforms
- (4) Short sleeve uniform shirts
- (4) Long sleeve uniform shirts
- (4) Pairs of uniform pants
- (4) Pairs of dress socks
- (1) Five star hat
- (1) Fur cap
- (1) Watch cap
- (2) Hat badges
- (1) Winter scarf
- (1) Jacket
- (1) Pair winter gloves
- (1) Pair kevlar gloves
- (2) Uniform ties
- (2) Tie bars
- (1) Reversible rain coat
- (1) Reversible rain hat cover
- (1) Commando style sweater
- (2) Turtle necks
- (1) Pair police boots
- (1) Pair summer shoes/boots
- (1) Pants belt
- (1) Duty belt
- (1) Duty security holster
- (1) Asp (when trained)
- (1) Asp holder
- (1) Double magazine pouch
- (1) Rechargeable flashlight
- (1) Traffic wand for rechargeable flashlight
- (2) Sets of handcuffs
- (1) Double handcuff case
- (4) Belt keepers
- (1) Portable radio with radio holder and charger
- (2) Lapel microphone holders
- (1) Can of pepper spray (when certified)
- (1) Duty weapon
- (4) Stainless magazines
- (1) Kevlar vest
- (2) Engraved name tags

- (1) Complete auto entry kit, (i.e., slim jim)
- (1) Aurora pursuit bag or similar
- (1) Metal report case
- (2) Ticket book holders
- (1) Accident template
- (1) Riot/ballistic helmet with all attachments including bag
- (*) Business cards
- (1) Disposal glove pouch
- (12) "P" buttons
- (1) Radio ear piece

APPENDIX C



Shift Coverage Agreement

To: (1st 2nd 3rd) Watch Commander
(Circle one)

From: _____

Date: _____

I am requesting to have Officer _____ work for me (1st 2nd 3rd) watch
(Circle one)

on _____ between the hours of _____ and _____.
(date)

By this mutual agreement, the undersigned Patrol Officer takes full responsibility for coverage of the requested shift and times stated. The Patrol Officer shall report for duty at the time and place required by the assignment or orders and shall be properly equipped so that they may immediately assume their duties. This agreement shall constitute an order to report for that duty as described in the Woodridge Police Department Rules of Conduct, Rule 116, and an agreed shift change as described in Section 8.3. Shift Changes of the current contract between the Village of Woodridge and the Metropolitan Alliance of Police Woodridge 51. Failure to report for that duty shall result in the Officer to cover a shift, at the Villages discretion, equal to the hours that would have been worked by this agreement.

Signature: _____
(Officer responsible for coverage)

Date: _____

Supervisor Approval

☐ Approved ☐ Denied ☐ Posted On Schedule ☐

Supervisor: _____
(Signature)

Date: _____

APPENDIX D

AGREEMENT

WHEREAS, the Village of Woodridge ("Village"), the Metropolitan Alliance of Police Woodridge Chapter #51 ("MAP") and the Department's current Canine Officer _____ have investigated the amount of time it takes an employee assigned to canine officer duties to care for a canine during off-duty hours; and

WHEREAS, the Village, MAP and the current Canine Officer have developed a reasonable estimate of the hours reasonably required by a Canine Officer to care for his or her canine during off-duty hours by analyzing the actual amount of time it takes a Canine Officer to feed, groom, exercise, walk and perform other dog care duties during an Officer's off-duty hours; and

WHEREAS, the Village, MAP and the current Canine Officer now wish to confirm in writing how a Canine Officer will be compensated for his or her canine care during off-duty hours;

The parties hereby agree as follows:

1. The parties agree and acknowledge that it takes one (1) hour for a Canine Officer to care for his or her assigned canine during an Officer's on-duty and off-duty day. This care includes, but is not limited to, feeding, grooming, exercising and walking the assigned canine.

2. The parties further agree and understand that whenever practical, and subject to the needs of the department, one (1) hour of each shift that the Canine Officer is on duty will be used for the care of the canine. This care includes, but is not limited to, feeding, grooming, exercising and walking the assigned canine, as well as maintenance of the kennel and vehicle assigned to the canine. Emergencies and calls for service will always take precedence over this provision at the direction of the watch commander.

3. The provisions of paragraph 2 will also be in effect when the canine handler is on any paid leave such as compensatory time, vacation time, personal leave time or sick time, unless the canine is being boarded in a kennel.

4. The parties further agree that the Officer will be paid one (1) hour at the Canine Officer's current overtime rate of pay for every non-duty day he is assigned as a Canine Officer. This payment is intended to compensate the Canine Officer for one hour of dog care responsibilities during his non-duty day.

5. In addition to any normal record keeping requirements during on-duty time, the Canine Officer will also keep a detailed log of all canine care activities and responsibilities that are carried out beyond his on-duty time, complete with dates and times the duties were performed. If the time required for such duties extends beyond the Officer's normal duty day, or exceeds the one (1) hour allotted for off-duty dog care, the Village shall compensate the Canine Officer for such time at his current overtime rate, provided that the duties were necessary within the scope of the Canine Officer's assignment, and the Canine Officer has tendered to the Village a detailed log outlining the additional dog care activities performed during that pay period. The aforementioned log will be submitted along with the Officer's corresponding time sheet for that pay period.

6. The Canine Officer will be further compensated by the Village for off-duty dog care as follows:

a. the provision of a department motor vehicle which may be used to transport the canine to and from the Officer's home and the Woodridge Police Department, as well as any other locations necessary for the care or training of the canine;

b. the Village will provide all gasoline, insurance, equipment and maintenance for the canine vehicle;

c. the Village will pay for any expenses related to the care of the canine, to include, veterinary care, necessary boarding or kennel fees, food, toys, canine equipment and training supplies;

d. the Village will pay for all expenses related to the necessary training and certification of the canine; and

e. the Village will provide and install a kennel at the home of the Canine Officer for the care and convenience of the canine. This kennel will remain Village property at all times, and can be recovered or replaced at the Village's discretion.

Village of Woodridge

Metropolitan Alliance of Police

Date

Date

Officer _____

Date