

**AGREEMENT BETWEEN
THE VILLAGE OF BUFFALO GROVE
AND
THE METROPOLITAN ALLIANCE OF POLICE
BUFFALO GROVE
POLICE PATROL OFFICER CHAPTER # 672,
January 1, 2019 THROUGH December 31, 2020**

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AGREEMENT

This Agreement is made and entered into by and between the Village of Buffalo Grove, Illinois (hereinafter referred to as the "Village"), and the Metropolitan Alliance of Police Buffalo Grove Patrol Officers Chapter #672, (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; and to provide procedures for the prompt and peaceful adjustment of grievances, as provided herein.

Now, therefore, the parties agree as follows:

ARTICLE I

Section 1.1 Recognition

The Village recognizes the Union as the sole and exclusive bargaining representative for all sworn police officers employed full time by the Village of Buffalo Grove in the classifications below the rank of Sergeant, but excluding the ranks of Sergeant and above along with all managerial, supervisory, confidential, part time or temporary employees, civilian employees, and other employees of the Department and the Village.

Section 1.2 Non-Discrimination

In accordance with applicable law, neither the Village nor the Union shall discriminate against any employee covered by this Agreement because of race, sex, age, religion, creed, color, national origin, sexual orientation, Union membership or non-membership or political affiliation. Any formal 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 1.3 Gender

In this Agreement the words "he," "his," and "him," shall connote both masculine and feminine genders.

Section 1.4 Chief

References in this Agreement to "Chief" include the Police Chief and his designee(s). The Chief will give the Union notice of any person serving as a "designee" and for what purposes that person will serve as a designee.

ARTICLE II

Section 2.1 Bulletin Board/Posting of Materials

The Village will allow the Union to place a bulletin board in the police station for the posting of official Union notices of a non-partisan, non-offensive (based on legally protected category), and non-derogatory nature. A copy of all postings will be provided to the Chief in advance to ensure compliance with this provision.

ARTICLE III

Section 3.1 Management Rights

Except as specifically limited by the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects, and to manage and direct its employees to make and implement decisions with respect to the operation and the management of its operations, in all respects, including all rights and authority possessed or exercised by the Village prior to the execution of this Agreement. These rights and authority include, but are not limited to, the following: to plan, direct, control and determine all the operations and services of the Village; to determine the Village's budget and budgetary priorities; to levy taxes; to supervise and direct the working forces; to establish the qualifications for employment, and to employ personnel; to schedule and assign work; to establish work and productivity standards and, from time to time, to change these standards; to assign overtime; to determine the methods, means, organization and number of personnel by which operations are conducted; to make, alter and enforce reasonable rules, regulations, orders and policies (provided that only rules, regulations, orders and policies that are mandatory subjects of bargaining shall be subject to the grievance and arbitration procedure); to enforce and alter those provisions covered under the Village of Buffalo Grove Personnel Rules, to enforce and alter those provisions covered under the Village of Buffalo Grove Personnel Rules; to evaluate employees; to discipline, suspend, and discharge employees for just cause in accordance with applicable Rules, Regulations, and Laws; to change or eliminate existing methods, equipment or facilities; and to carry out the mission of the Village; provided, however, that the exercise of any of the above rights shall not conflict with any of the expressed, written provisions of this Agreement.

Section 3.2 Contracting Out

If subcontracting is a factor in the decision not to hire additional Village employees and/or a decision to lay off any existing employees as sworn police officers, the Village will give the Union at least ninety (90) days' advance notice of the effective date of the decision. The Village will bargain over the impact and effects of the issue with the Union as required by law.

Section 3.3 Precedence of Agreement

If there is a conflict between a specific provision of this Agreement and a specific provision of a Village ordinance or a written rule, regulation, directive, policy, or procedure

which may be in effect from time to time, the specific provision(s) of this Agreement will take precedence during the term of this Agreement. The only exception is if required by law.

ARTICLE IV

Section 4.1 Safety Committee

The Village and the Union recognize the importance of maintaining a Village-wide Safety Committee where the Union is able to address safety issues within the Department and to promote the safety, welfare and physical well-being of all Police Department personnel.

Section 4.2 General Orders/Guidelines Task Force Committee

Effective with this Agreement, The Police Chief may establish a General Order (GO) Task Force. The purpose of this Task Force will be to complete the review of the current GO manual.

The GO Task Force also has the responsibility to make any recommendations to the Police Chief for changes in the GO manuals as necessary but is only in the form of recommendations and may or may not be accepted by the Police Chief. Once this is complete, the task force will remain idle until such time the Police Chief deems it necessary to activate them for the purpose of a particular GO review. At no time will the GO Task Force be charged with the review or consideration of GO's that involve mandatory subjects of bargaining.

Section 4.3 Labor-Management Committee

The Village and Union recognize the need to communicate on a regular basis throughout the term of this Agreement. In order to facilitate an open and candid exchange of information, a Labor-Management Committee will be the forum for these communications. The purpose of the Committee is to establish a regular pattern of meetings to discuss issues of mutual concern.

The Labor-Management Committee may be comprised of the following:

For the Village – Police Chief, Deputy Chief, Commanders, Village Manager, and Director of Human Resources.

For the Union – Union President, Vice President, Sergeant at Arms, and three Shift Stewards (or other Union designees).

The Committee shall meet at least four (4) times in a calendar year unless the parties mutually agree to meet more or less. If any Labor-Management Committee meeting is scheduled during work hours of an employee, such designated committee members shall be released from duty to attend such meeting without loss of pay.

Section 4.4 Promulgation of New or Revised Rules

The Police Department agrees to notify the Union in advance of promulgating or implementing any new or revised rules and regulations or Board of Fire and Police

Commissioners rules and regulations which constitute mandatory subjects of bargaining within the meaning of the Illinois Public Relations Act. Such notice shall be afforded sufficiently in advance of the purpose and effective date of the proposed change to allow the Union a fair opportunity to review and bargain over the impacts and effects of the proposed change. If not objected to within thirty (30) days of the Union having written notice of changes to rules or regulations, those particular changes will be deemed to be reasonable.

Section 4.5 Return to Work After Illness/Injury

All employees returning to work after injury or illness situations, whether they are duty or non-duty related for a period of three (3) or more consecutive shifts, must present a Duty Status Report from his/her physician before returning to work. It is the responsibility of the employee to deliver the Duty Status Report directly to the treating physician. If an employee is hospitalized, the employee (or designee if incapacitated) should notify the Chief of Police immediately.

Any employee who receives a prescription for a controlled substance must report this fact to their supervisor and the Chief of Police if used or under the influence of the prescription during working time.

If there is any question concerning a police officer's fitness for duty, or fitness to return to duty following a layoff, illness or injury, the Village may require, at the Village's expense, that a police officer be examined by a qualified physician and/or other appropriate medical professional selected by the Village to determine if the officer can safely perform all of his/her essential job functions (either with or without a reasonable accommodation, if disabled). The foregoing requirement shall be in addition to any requirement, pursuant to the terms of this Agreement that a police officer provides a written statement from his own doctor upon returning to work from sick or injury leave. If the Village's examining physician/medical professional determines that a police officer is not fit for duty after receiving the result of any examination or test, the Village may direct appropriate remedial action and/or place the officer on sick leave, or unpaid leave if the officer does not have any unused sick leave time, or paid administrative leave if appropriate.

If the officer disagrees with the Village's examining physician/medical professional's determination, that officer may, at his own expense, provide the opinion of a physician/medical professional of his/her choosing. Should the employee's physician/medical professional disagree with the Village's physician/medical professional, and the Village refuses to adopt the findings made by the employee's physician/medical professional, the Union and Village will jointly select a physician whose decision will be determinative of the matter. If the employee is returned to duty based upon the employee's, and/or jointly selected, physician/medical professional, the employee will be made whole for any and all time on leave that was unpaid.

Section 4.6 Drug and Alcohol Testing Policy

The Parties agree to establish a committee comprised of an equal number of bargaining unit members and management for the purpose of attempting to simplify the language of the existing drug/alcohol policy applicable to all Village employees. The parties intend that the

concepts in the existing policy will remain in effect but nothing in this Section will require either party to agree to any proposal or concession relative to this Policy. Until and unless a revised policy is agreed upon by this committee and ratified by authorized representatives of both parties, the Village's existing Drug and Alcohol policy will remain in effect.

Section 4.7 Performance Evaluation Plan

The Village and Union recognize that the Performance Evaluation Plan is a vehicle intended to measure and evaluate on-the-job performance. For the purpose of annual evaluations, each employee will be required to provide an annual milestone/recap statement of his individual performance forty-five (45) days prior to the April evaluation period (with issuance of the evaluation during June). The employee shall receive a final copy of the evaluation no more than 45 days after the evaluation is issued in June.

If an employee has a disagreement with his/her evaluation, the first step of review will be at the level of the employee's immediate supervisor. If the immediate supervisor cannot resolve the disagreement, the next step will be to have the employee's Unit Supervisor (*e.g.*, Lieutenant or Commander) review the evaluation. If at that step the employee's disagreement is not resolved the employee may then appeal to the Police Chief in conjunction with the Director of Human Resources. If the employee's disagreement is not resolved at this level, the employee may then meet with the Village Manager as a final step of appeal. The findings of the Village Manager will be deemed the final resolution and his findings may not be grieved. All final resolutions, no matter at what level will be in writing.

For the first and second step of this process the time frame allotment will be fifteen (15) days for the appropriate level or response. For the remaining steps the time frame will be twenty (20) days for the appropriate response. Days are counted as business days, Monday — Friday.

All goals and objectives given by a supervisor will be realistic, attainable, and discussed with the employee. Goals that are mandated by the department will be supported or funded by the department.

If the Village changes the tool used to measure or evaluate performance, the Village will: (a) provide the Union with thirty (30) days' prior notice before implementation, and (b) when required by law, provide the Union an opportunity to bargain over the impacts and effects of the change(s) prior to implementation.

The Union agrees that its membership is committed to excellence in carrying out the duties and mission of the police department and the Union executive board agrees it has a duty to address substandard performance among its members.

Finally, the parties agree to meet and discuss in good faith the concept and parameters of a "pay for performance" evaluation program in the event such a program is adopted and implemented for non-represented employees of the Village. Nothing in this final paragraph of

Section 4.7 will require either party to agree to any concession or improvement relative to this issue.

Section 4.8 Secondary Employment

Employees may engage in Extra-Duty or other secondary employment which has been authorized by the Chief. The Chief may deny or cancel permission for an employee's Extra Duty Assignment; but, such denial or cancellation will not be arbitrary or capricious. On an annual basis, employees who perform outside employment pursuant to this Section must submit and comply with the terms of the Department's Secondary Employment Approval and Notification Form and the Village's Secondary Employment Indemnity Agreement (where applicable for Extra Duty Assignments), as set forth in Appendix B.

Employees who are employed by another municipal police department, municipal law enforcement agency or other public or private employer, where personnel function as a police officer or have law enforcement responsibilities as part of their secondary employment, are considered to be involved in "Extra Duty" secondary employment activities. Those employees also agree that: (a) scheduled Extra Duty time will be submitted for approval by the Chief monthly on the first duty day of each month (changes that occur after that will be submitted through Chief); (b) the employee's schedule is subject to approval of the Chief to ensure that it does not interfere with the operations of the Village or the Department; (c) employees will comply with the applicable rules and policies governing consecutive hours worked; and (d) employee must have a minimum of eight (8) consecutive hours of documented time off prior to reporting for any shift assignment, overtime or any other special duty for the Department.

Section 4.9 Safe Driving Incentive

Any member who is not involved in an on-duty, chargeable traffic crash for a twenty four (24) month consecutive period shall be granted eight (8) hours of compensatory time added to their bank annually.

Section 4.10 Officer Involved Shootings

1. The Union agrees its members shall be required to abide by the Employer's General Order regarding "Deadly Force Incident Procedure, including the section requiring 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 an officer "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 firearms, 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 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 discharge their weapons when it is undeniably clear their projectiles did not actually strike any person or persons.

4. The parties agree 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.

5. The parties agree any drug or alcohol test required pursuant to this Agreement shall be considered a compelled, non-voluntary drug or alcohol test under threat of disciplinary action. Such testing normally will be done by urinalysis. However, blood tests shall only be administered at the directive of the Department with either a warrant or with consent of the officer. This does not limit the Employer's right to obtain test results via other available legal processes. The samples, testing, and results shall only be used for internal administrative purposes.

6. The Employer will not share any test samples or results of testing with any entity or person except if required by law.

7. Investigations regarding an OIS will be conducted in accordance with Buffalo Grove Police General Order W-01 (issued and effective December 1, 2018)(attached hereto as Appendix A). In the event of a conflict between the General Order and the CBA, the CBA will prevail.

8. Officers will only answer "public safety questions" under threat of "disciplinary action up to and including termination", as in the past.

ARTICLE V

Section 5.1 No Smoking

Employees covered under this Agreement shall restrict their smoking to the designated smoking areas and refrain from smoking in Village vehicles, in accordance with state law, Village ordinance, and all applicable General Orders.

Section 5.2 Residency

There will be no residency requirements for employees covered under this Agreement during the term of this Agreement.

ARTICLE VI

Section 6.1 Salaries

Salary Schedule – January 1, 2019 to December 31, 2019

Step Plan Illustration: Police Patrol Officer Effective January 1, 2019

Starting pay:	\$70,917.60 (Step 285)
Pay after first complete year of employment:	\$74,915.36 (Step 296)
Pay after second complete year of employment:	\$79,141.92 (Step 307)
Pay after third complete year of employment:	\$83,605.60 (Step 318)
Pay after fourth complete year of employment:	\$88,318.88 (Step 329)
Pay after fifth complete year of employment:	\$93,300.48 (Step 340)
Pay after sixth complete year of employment:	\$98,562.88 (Step 351)
Pay after seven or more complete years of employment:	\$104,642.72 (Step 363)

For purposes of establishing raises for this Agreement only, the following formula will be used to determine wage increases: effective January 1, 2019, the parties agree to place the maximum base pay for police officers at the one-half percent ($\frac{1}{2}\%$) step (per the Village's established step plan) above the third highest paid agreed upon comparable community prior to the Village's position being included, for future comparable studies. For purposes of determining the salaries of job titles within the bargaining unit, for the duration of this Agreement, longevity pay (based on officers with at least fifteen (15) years of completed service) and applicable stipends shall be added to the base salaries of all comparables, as well as those of the Village. Only stipends that are given to all officers with at least fifteen (15) years of experience shall be applied in the formula.

For the purpose of determining the general wage increase of comparable communities who have not yet resolved their January 1 to December 31 that impact the year both parties are bargaining wages, the parties shall calculate and apply the average of the actual general wage increase and above referenced stipends granted by the comparable communities from January 1 to December 31. This same process will be used for communities who have not resolved wages for years prior to the year parties are bargaining.

The parties agree the following communities (listed in alphabetical order; not the order to be used in the formula) will be used in the formula referenced in this Section:

1. Elk Grove Village
2. Glenview
3. Gurnee
4. Highland Park
5. Hoffman Estates
6. Morton Grove
7. Mt. Prospect
8. Mundelein

9. Niles
10. Northbrook
11. Park Ridge
12. Rolling Meadows
13. Wheeling
14. Wilmette

Section 6.2 Specialty Pay

In addition to the annual wages, employees who are serving in the following specialties shall receive specialty pay in the prescribed amounts listed below:

Evidence Technician	Evidence Technicians shall receive an additional eight and a half (8.5) hours of pay on a quarterly basis for a total of thirty-four (34) hours annually.
Field Training Officers	Officers assigned to perform FTO duties shall be paid \$5.00 per hour for all time that duty is performed in addition to their regular salary.
Officer-In- Charge	Officers assigned to Watch Commander or Field Supervisor duties shall be paid \$1.50 per hour for all time that duty is performed in addition to their regular salary. This responsibility shall first be offered to those officers assigned as corporals prior to being offered to other officers.
Canine Handler	<p>To compensate for at home grooming, feeding, and training of the canine, the handler will be credited for working thirty (30) minutes of canine care time for each full duty day.</p> <p>On the Canine Handler's days off, or approved leave request, the handler will be compensated one (1) hour for each day to properly train, feed, and groom the canine, unless the canine is boarded. This compensation (on day off) shall be at time and one-half and be paid in the form of overtime or compensatory time, at the discretion of the Department. Canine Handlers will be allowed to accrue four hundred eighty (480) hours of compensatory time.</p>
Night Officers	Officers assigned to the night shift shall receive an additional eight and a half (8.5) hours of pay on a quarterly basis for a total of thirty-four (34) hours per year. Officers will be paid an additional \$1.00 per hour worked on the night shift.
Investigators	Officers assigned as Investigators shall receive an additional eight (8) hours of pay on a quarterly basis for a total of thirty-two (32) hours per year.

NIPAS Assignment Officers assigned to the Mobile Field Force & EST will be allowed to accrue four hundred eighty (480) hours of compensatory time.

Traffic Division Officers assigned to the Traffic Division (including the full time Truck Enforcement officer) shall receive an additional eight (8) hours of pay on a quarterly basis for a total of thirty-two (32) hours per year. All officers shall attain/maintain the appropriate certification(s) throughout the quarter to be eligible for this stipend.

Section 6.3 Hours of Work and Overtime

- A. Overtime hours shall be paid at one and one-half (1.5) times the employee's regular straight time hourly rate of pay. An employee's regular straight time hourly rate of pay for overtime pay purposes shall be computed as follows: (Annual Rate / 2080 X 1.5)
- B. Employees will be compensated at the one and one half (1.5) time rate when required to work any time outside of their regularly scheduled shift unless otherwise stated in this Agreement.
- C. Hire backs for any actual contractually designated Holiday on list indicated at Section 7.1 (not observed) shall be paid at two (2) times the employee's regular straight-time hourly rate of pay.
- D. In addition to the provisions described above, employees shall be paid one and one-half (1.5) the employee's regular straight time hourly rate of pay for regularly scheduled hours of work which are actually worked in excess of one hundred and seventy-one (171) hours in the employee's normal twenty eight (28) day work cycle (or in excess of the applicable hours ceiling under the Fair Labor Standards Act should the Village designate different FLSA employee work cycles in accordance with the Fair Labor Standards Act).
- E. In lieu of overtime payment(s), employees may elect to be granted compensatory time off. Such compensatory time may be accumulated to a maximum of one hundred twenty (120) hours. Once an employee reaches the maximum amount of compensatory time, all overtime will be paid at the one and one half (1.5) time rate. Employees may submit requests for compensatory time off at their discretion.
- F. Hours worked for purposes of calculating eligibility for overtime includes actual hours worked, sick time, vacation time, compensatory time, personal holidays, and all other paid benefit time.
- G. Compensatory time banks will not be allowed to have a deficit balance.
- H. Compensation shall not be paid or earned (or compensatory time accrued) more than once for the same hours under any provision of this Agreement. The intent of this paragraph is not to prevent an officer from working overtime while on scheduled vacation or other approved benefit time off. As an example, however, an on-duty officer

may not utilize benefit time during the shift to qualify as off-duty for purposes of collecting court time. At the same time, if an employee works he will not lose any benefit time that he was approved to use during those hours worked.

Section 6.4 Training Overtime

- A. Employees attending shift or proficiency training during the employee's off duty hours will be credited with no less than three (3) hours of overtime, unless their activities are an actual extension of their tour of duty.
- B. Employees attending a full day of training (*e.g.*, NEMRT, NIPAS) will have their schedule adjusted and will be placed on a training day for this purpose. The employee normally will receive an alternate full day off on a day that is selected by the employee with approval of the supervisor (which approval will not be unreasonably withheld) on a day that falls prior to the end of the next pay period.
- C. If the alternate day cannot be scheduled pursuant to Section 6.4(B) above, the employee will receive overtime compensation for the training time up to a maximum of eight (8) hours.

Section 6.5 Longevity

Employees shall be eligible for longevity pay beginning with the fifth (5th) anniversary of their original employment date. Longevity awards will be presented on the employee's anniversary date according to the following schedule and are subject to deductions:

<u>Years of Service</u>	<u>Award</u>
5 through 9	\$400
10 through 14	\$600
15 through 19	\$800
20 or more	\$1,000

Section 6.6 Call Backs & Court Time

In order to allow for an equitable distribution of call backs amongst the members, a call back list shall be maintained by each patrol shift. At the beginning of each year, all members on the shift shall be placed on a list in order of Department seniority. When the Department has at least twenty four (24) hours' notice of the need to fill a position, members shall be contacted in the order of the list, once a member accepts a call back, they shall rotate to the bottom of the call back list. The call back list shall be exclusive of court time requirements. All call backs shall be paid at the applicable overtime rate for a minimum of two (2) hours.

Any officer who is required to attend court off duty shall be compensated a minimum of three (3) hours at the overtime rate.

When there is less than twenty four (24) hours' notice to the Department of the need to fill a position, whenever practicable, shift overtime will be scheduled on a voluntary basis, offered first to those working (on a seniority basis) when the overtime vacancy occurs. If the shift overtime is not filled it shall be offered then to those employees (currently off duty) on a seniority basis. If forced shift overtime becomes necessary, an employee (on inverse seniority basis) who is working shall be ordered to stay to fill the vacancy for all or part of the shift as deemed appropriate by the Chief (or designee).

Section 6.7 Health, Dental, Vision & Life Benefits

The Village shall grant employees covered by this Agreement, except as specifically and expressly limited by this Agreement:

Health Insurance Benefits:

1. Eligible employees who elect Health Insurance coverage for the Employee (and/or any eligible dependents) will continue to pay a premium contribution amount equal to fifteen percent (15%) of the premium costs for that class of coverage.
2. There will not be any financial contribution required for eligible employees to participate in the dental or vision component of the group health insurance program.
3. The Village will maintain the structure of the plans that were in effect as of January 1, 2018 (with no PPO B plan as agreed).
4. All employee premium contributions will automatically be taken out of an employee's check on a pre-tax basis via Section 125 of the Internal Revenue Code. This means that employees will not pay taxes on the premium contributions.
5. Nothing set forth herein shall prohibit the right of the Village to obtain other hospitalization and major medical benefits or change such benefits under a different program or with a different insurance company (including self-insurance), provided the basic level of coverage and benefits are substantially similar. The Village will notify the Union, in writing, of any proposed changes in the basic level of coverage and/or benefits. Subject to the terms of this Agreement, and only if the plan is substantially similar to the benefits currently received, the Village may include covered members in the same plan as other Village employees.

Dental Insurance Benefits:

Employees may elect to participate in any dental insurance program for themselves and their dependents which the Village of Buffalo Grove has provided to Village employees generally.

The Village shall be responsible for one hundred percent (100%) of the costs of such dental insurance for the employee and any eligible dependents who are covered.

Vision Insurance:

Employees may elect to participate in any vision insurance program for themselves and their dependents which the Village of Buffalo Grove has provided to Village employees generally. The Village shall be responsible for one hundred percent (100%) of the costs of such vision insurance for both employee and any eligible dependents who are covered.

Terms of Policies to Govern:

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

Group Term Life Insurance - No Employee Contribution as of 2019

The Village will provide group Term life insurance to the employee at no cost to the employee with a benefit equal to the employee's annual base salary (per 6.1).

Employer Incentive Amounts:

6. For any eligible participant moving from PPO (A or B) to the new Proposed PPO in 2018, the following "incentive" amount(s) will be awarded:

	<u>2019</u>	<u>2020</u>
Family:	\$250	\$125
Single+ 1:	\$125	\$75
Single:	\$75	\$50

7. For any eligible employee moving from PPO (A or B) to HMO or remaining in HMO in 2018, the following "incentive" amount(s) will be awarded:

	<u>2019</u>	<u>2020</u>
Family:	\$500	\$250
Single +1:	\$250	\$175
Single:	\$125	\$100

The "incentive" will be deposited into the employees FSA account, not paid via payroll. For any amounts above \$500, \$500 will be deposited into the employee's FSA account and the remaining \$500 will be used to reduce the employee's premium contribution over a 12-month period.

Section 6.8 Attendance at Grievance Meetings

Members will be granted leave to attend meetings, hearings, arbitrations, or matters pending before a tribunal when that tribunal compels a member's attendance. Such leave will be granted without loss of pay or benefits. Employees subpoenaed by management to attend a grievance meeting or arbitration hearing will be compensated at their applicable rate if the hearing is scheduled during the employee's off-duty hours. On-duty personnel who are not serving as a Union representative or technical assistant will only be given leave for the period of time necessary for them to travel and testify on the day in question. The Union will not abuse this right.

Section 6.9 Uniform Allowance/Maintenance

Officers covered by this agreement shall receive a uniform allowance (which includes the costs of maintenance and cleaning) of One Thousand Dollars (\$1,000) (pre-tax) annually. The allowance is provided for the replacement or repair of uniform clothing and personal equipment used in the course of their duties. No uniform allowance will be paid until the completion of one year of service. All uniform allowance payouts will be on the first pay period of the next fiscal year. (For example, an officer hired in May 2016 will receive his/her first uniform allowance payment in January 2018.) Any members hired after the first pay period in January 2017 will not receive the 2018 stipend, but all other members will receive the stipend upon ratification, if they have not already received it.

ARTICLE VII

Section 7.1 Holidays

The Village shall observe the following holidays annually:

New Year's Day	Martin Luther King, Jr. Day	President's Day
Memorial Day	Independence Day	Labor Day
Thanksgiving Day	Day after Thanksgiving	Christmas Eve
Christmas		

All members assigned to patrol or traffic shall be paid the regular hourly rate of pay for eight (8) hours for each observed holiday. All other employees who are not assigned to patrol or traffic shall receive their normal compensation for time off work on Village observed holidays if the employee normally would be scheduled to work on that observed holiday. All members assigned to patrol or traffic who work on the observed holiday shall be compensated at their normal rate. Employees called in to work on an actual holiday, when not scheduled to do so, will be paid pursuant to Section 6.3C.

Without any loss of pay, members assigned to investigations will not normally be scheduled to work on holidays. If the investigator is required to work on a holiday, the investigator will receive pay pursuant to Section 6.3C. Employees shall receive one (1) floating holiday per calendar year, said day to be scheduled so long as the selection of that shift does not drop below the staffing levels designated by management.

Section 7.2 Sick Leave

Employees covered by this Agreement shall be allowed sick leave on the basis of the following:

- a. Employees shall earn ten (10) days of sick leave with pay credit annually. This is equivalent to eighty (80) hours annually.
- b. Employees shall accrue sick leave at a rate of five sixths (5/6) of a day for each full month of employment.
- c. Sick leave shall be credited in advance to the employee at the beginning of each calendar year, effective with the second calendar year of employment.
- d. Sick leave shall not be accrued while on a discretionary personal leave of absence (not required by law) without pay in excess of thirty (30) calendar days.

Section 7.3 When Taken

Sick leave with pay will be granted for absence from duty because of actual personal illness, non-compensable bodily injury or disease, exposure to contagious disease, to care for an ill or injured member of the employee's immediate family, the birth of a new-born child, or to keep a doctor's or dentist's appointment. Sick leave shall not be granted in cases where regular or disability retirement has been approved.

For the purposes of this Agreement, immediate family members shall include, husband, wife, civil union partner, son, son-in-law, daughter, daughter-in-law, foster child, mother, mother-in-law, step mother, father, father-in-law, step father, brother, brother-in-law, sister, sister-in-law, step children and grandparents of the employee or his/her spouse/civil union partner.

When an employee finds it necessary to be absent for any of the reasons specified herein, he shall report that he is using sick time to a supervisor. The employee is not required to give any personal health information at this time. An employee is required to give such notification one (1) hour in advance of his scheduled starting time. An employee is responsible for making a daily report (based on duty day) thereafter for the duration of the illness or injury. A medical certificate may be required by the Department head for any absence lasting three (3) or more consecutive shifts.

Section 7.4 Accrual

Employees may accumulate sick leave credit to a maximum of two thousand eighty (2,080) hours.

Section 7.5 Accrued Sick Leave

Retiring employees are eligible to establish an employer sponsored Retiree Health Savings (RHS) Plan. Employees will be eligible to apply their accrued sick leave based on the following table:

Years of Service and Age at Retirement Percent of two-thousand eighty (2,080) Hours:

20 years of service	and 41 years of age at retirement	27.5%
20 years of service	and 42 years of age at retirement	30.0%
20 years of service	and 43 years of age at retirement	32.5%
20 years of service	and 44 years of age at retirement	35.0%
20 years of service	and 45 years of age at retirement	37.5%
20 years of service	and 46 years of age at retirement	40.0%
20 years of service	and 47 years of age at retirement	42.5%
20 years of service	and 48 years of age at retirement	45.0%
20 years of service	and 49 years of age at retirement	47.5%
20 years of service	and 50-54 years of age at retirement	50.0%
21 years of service	and 50-54 years of age at retirement	55.0%
22 years of service	and 50-54 years of age at retirement	60.0%
23 years of service	and 50-54 years of age at retirement	65.0%
24 years of service	and 50-54 years of age at retirement	70.0%
25 years of service	and 50-54 years of age at retirement	75.0%
26 years of service	and 50-54 years of age at retirement	80.0%
27 years of service	and 50-54 years of age at retirement	85.0%
28 years of service	and 50-54 years of age at retirement	90.0%

29 years of service and 50-54 years of age at retirement 95.0%

30 years of service or 55+ years of age at retirement 100.0%

The Retiree Health Savings (RHS) Plan will be administered by the ICMA Retirement Corporation and will allow employees to accumulate assets in order to pay medical and other eligible expenses in retirement. The legal basis for an RHS is currently based on Private Letter Rulings issued by the Internal Revenue Service which allow employers such as the Village to establish such plans. The provisions of this plan will be governed by documents executed by both the Village and ICMA Retirement Corporation. The documents collectively comprise the Vantagecare Retiree Health Savings Plan. It is the intent of the Village to establish a separate plan for the members of the Union.

The Village and Union will review and determine funding levels and formulas in compliance with rules appropriate to the legal basis used to establish the plan and as set forth from time to time in the Village's Personnel Rules and as permitted under applicable tax rules or statutes as adopted and/or amended. Employees who elect to participate in individual contribution programs may be subjected to all applicable rules, including irrevocability of those contributions.

At a minimum, the Village will apply the value of accrued sick leave (Deposit Value) into an employee's RHS Plan account at retirement. Employees must apply the entire value of accrued sick leave to their plan account based on the following formula:

Deposit Value ----- Number of sick leave hours (shifts) x Dollar hourly value.

The dollar value shall be equal to the lowest hourly rate (which includes Performance Bonus) paid to all Village employees eligible to participate in the Plan as of January 1st for the calendar year in which the employee retires. The hourly rate will be applicable only for the year so calculated. That hourly rate value shall be distributed to all Village employees after it is calculated for the current year.

On an annual basis (January 1st through December 31st), employees will convert up to sixteen (16) hours of unused sick time for deposit into their Plan account; providing that they have completed one (1) year of work with no absences. Eight (8) hours will be converted if only one (1) sick day is used.

Days converted for deposit into the plan account are subtracted from the employee's accrued sick leave balance. Conversion of the unused sick day shall not be into vacation leave or paid directly to the employee. The value of the conversion shall be equal to the employee's daily wage and not limited to the wage assigned to the retirement funding value calculated above.

Employees who leave the police department due to disability or death will receive the value of their accrued sick leave under this plan as part of the RHS benefit.

Section 7.6 Light Duty

An employee who is eligible for injury or illness leave may be required and/or may volunteer to work for an available, temporary light duty assignment that is consistent with employee's medical restrictions. As a general rule, light duty work assignments will not exceed sixty (60) calendar days except when work is available and constitutes a reasonable accommodation for an employee with a disability. The actual length and type of light duty work will be determined by the Police Chief in accordance with the business needs of the Village. Light duty assignments may be terminated based upon a lack of performance in relation to the assigned job or for other reasons deemed appropriate by the Chief.

These issues will be addressed on a case-by-case basis. Employees will only be required to perform meaningful work, and will always be subject to the Police Department chain of command. A police officer will not be subject to discipline by a person outside of the sworn Police Department chain of command. Should an employee disagree with the directives given by a civilian, the employee may seek direction from his police supervisor who will resolve the dispute. The Village will not assign an employee to work light duty when there is not a legitimate business need to have such work performed.

Section 7.7 Vacation

Employees covered by the Agreement shall receive vacation leave credit according to the following schedule:

(1)	1st partial year and first full calendar year of service:	
	After 1 month	8 hours
	After 2 months	16 hours
	After 3 months	20 hrs.
	After 4 months	28 hrs.
	After 5 months	36 hrs.
	After 6 months	40 hrs.
	After 7 months	48 hrs.
	After 8 months	56 hrs.
	After 9 months	60 hrs.
	After 10 months	68 hrs.
	After 11 months	76 hrs.

	After 12 months	80 hrs.
(2)	2nd full calendar year of service:	88 hrs.
(3)	3rd full calendar year of service:	96 hrs.
(4)	4th full calendar of service:	104 hrs.
(5)	5th full calendar year of service:	112 hrs.
(6)	6th-10 full calendar year of service:	120 hrs.
(7)	11th-14th full calendar year of service:	136 hrs.
(8)	15th-19th full calendar year of service:	160 hrs.
(9)	20th – 24th full calendar year of service:	184 hrs.
(10)	25th (and after) full calendar year of service:	200 hrs.

- B. Employees shall accrue paid vacation credits on a monthly basis. Vacation leave shall be credited in advance to the employee at the beginning of the calendar year, effective with the second (2nd) calendar year of service and shall be prorated based upon the number of full months worked by the employee. Employees must complete six (6) months of service before being entitled to take vacation leave, unless otherwise approved by the Chief of Police and provided a loan agreement/vacation advance agreement is entered into with the employee concerning the repayment of the time once earned. Vacation leave shall not be accrued or earned while on leave of absence without pay.
- C. Earned vacation days shall normally be taken within the year they are earned. A maximum of forty (40) hours may be carried over to the next twelve (12) month period with prior approval by the Chief or his designee. Any amount in excess of forty (40) hours shall be forfeited unless specifically authorized by the Village Manager or his designee up to a maximum of eighty (80) hours. All hours carried over must be used by June 30 of the following year otherwise they will be forfeited.
- D. Vacation leave schedules shall be approved by the Police Chief or his designee consistent with the operational needs of the Police Department. Vacation requests will be accepted for the upcoming year after the Shift bids are posted on November 15th. In the event of a conflict between two (2) or more officers' request for vacation, seniority shall be the determining factor until March 31st. As of April 1st, vacation shall be granted on a first come, first serve basis.
- E. Employees leaving the Police Department shall be compensated for vacation leave earned and unused through the date of separation or resignation (regardless of reason). Annual vacation leave entitlements at the time of separation or resignation shall be prorated based on the time worked by the employee in the calendar year. Vacation leave in excess of that earned will be deducted from the employee's final paycheck, subject to the

provisions of the Illinois Wage Payment and Collection Act. In the event of separation due to death of the employee, compensation normally will be made to the employee's beneficiary or estate as provided by law.

Section 7.8 Shifts or Watches

The Buffalo Grove Police Department will maintain three (3) shifts or watches they are:

Day Watch which is 0630 hours to 1500 hours,
Evening Watch which is 1430 hours to 2300 to hours, and
Night Watch which is 2230 hours to 0700 hours.

The Village shall maintain permanent shift assignments to staff each watch based upon their seniority and assigned specialized duties (e.g. evidence technicians, FTO, etc.). Each October 1st, officers will bid for shifts for the upcoming calendar year. Final shift rosters for the upcoming year shall be posted no later than November 15th. Assignments to shifts will be determined by the Police Chief, however final shift selection shall not be arbitrary or capricious but rather based on the factors stated herein.

Probationary officers will be subject to rotating shifts in three (3) month intervals during the six (6) month period after release from FTO training. The Employer agrees that this will not result in reassignment of a senior officer during this six (6) month period.

Section 7.9 Work Schedules

The regular work schedule for members assigned to patrol shall consist of a rotation of five (5) consecutive days on duty followed by two (2) consecutive days off duty, then five (5) consecutive days on duty followed by three (3) consecutive days off duty. This schedule will repeat itself. Each regular workday shall be eight and one half (8.5) hours in duration, including thirty (30) minutes paid lunch and two (2) paid fifteen (15) minute work breaks with the officer available to respond to an emergency if needed.

While it is understood that Patrol Officers work an eight and one half (8.5) hour day, benefit time will be charged at an eight (8) hour rate.

The 5/2 – 5/3 schedule produces only two-thousand-sixty-eight (2,068) hours of work per twelve (12) month period. Employees will not be required to pay back the twelve (12) hours owed to the Village. It is understood that each employee will be assigned one (1) eight (8) hour Administrative day (A-day) per year, to be scheduled during the annual Buffalo Grove Days festival, a training day, Shift Proficiency Training, or during Range Days. If Buffalo Grove Days, a training day(s), Shift Proficiency Training, or Range Day (s) falls(s) during the two (as opposed to three) regular days off portion of the member's regular schedule, the A-day will be worked at a mutually agreed upon time.

Officers assigned to the Traffic Unit shall report for duty for either of the following shifts, unless the Traffic Sergeant designates a different forty (40) hour schedule based upon legitimate business needs:

0600 through 1600
0900 through 1900

Officers assigned to the Field Operations Support Group shall work four (4) ten (10) hour days Monday through Saturday. Officers working in this division may work five (5) eight (8) hour shifts Monday through Saturday with the approval of their supervisor. Members working in FOSG will be regularly assigned to a reoccurring ten (10) hour shift with a start time no later than 1200 and no earlier than 0600. This member's regular schedule may be changed as long as the affected member(s) receive seven (7) days' advance notice prior to the change (or as agreed to otherwise).

The School Resource Officers and Police Liaison Officer will work five (5) eight (8) hour days Monday through Friday when school is in session. Officers working in this division may work four (4) ten (10) hour days when school is not in session with the approval of their supervisor.

Some emergency situations may require implementation of a modified work schedule and changing assignments. In the event of such emergency, notice will be given to the union, along with a good faith estimate of how long the modifications will be in place for. Modified work schedules will not last any longer than thirty (30) days in a calendar year.

Section 7.10 Changing Days Off

Employees who wish to exchange days off of work for one another must work back for the person with whom they exchanged the shift within the same work period of the same calendar year, unless approved in advance by the officer's supervisor. All exchanges must be documented in the remarks section of the Daily Attendance Record and approved in writing by the officer's supervisor.

Section 7.11 Breaks and Lunches

All employees shall be entitled to a one half (1/2) hour lunch period and two (2) quarter (1/4) hour break periods each shift subject to calls received and the needs of the Department.

ARTICLE VIII

Section 8.1 Grievance - Definition

A "grievance" is defined as a dispute or difference of opinion raised by an employee or the Union against the Village involving an alleged violation of this Agreement. Such grievances may be filed by the employee, or Union. The Union may file joint, group, or class action grievances on behalf of two (2) or more employees, or the Union as whole.

Section 8.2 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 unless, by mutual agreement in writing, the parties waive one or more of the aforementioned steps:

STEP 1: The grievance will be submitted in writing to the immediate supervisor specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the specific relief requested, and the signature of the grievant and/or Union representative. All grievances must be presented no later than ten (10) calendar days from the date of the discovery of the matter giving rise to the grievance.

The immediate supervisor shall render a written response to the grievant within ten (10) calendar days.

STEP 2: If a grievance of a member is not settled at Step 1 and the Union or grievant wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted by the Union in writing to a Lieutenant or Commander within ten (10) calendar days after receipt of the Village's answer in Step 1. The Lieutenant or Commander shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within seven (7) calendar days with the grievant and the Union. If no settlement of the grievance is reached, the Lieutenant or Commander or his designee shall provide a written answer to the grievant and the Union within seven (7) calendar days following the meeting.

STEP 3: If a grievance of a member is not settled at Step 2 and the Union or grievant wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted by the Union in writing to the Police Chief within seven (7) calendar days after receipt of the Village's answer in Step 2. The Police Chief (or designee) shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within seven (7) calendar days with the grievant and the Union. If no settlement of the grievance is reached, the Police Chief or his designee shall provide a written answer to the grievant and the Union within seven (7) calendar days following the meeting.

STEP 4: If a grievance is not settled at Step 3 and the Union wishes to appeal the grievance to Step 4 of the grievance procedure, it shall be submitted by the Union in writing to the Village Manager within seven (7) calendar days after receipt of the Village's answer in Step 3. Thereafter, the Village Manager, or his designee, and other appropriate individuals as desired by the Village Manager, shall meet with the grievant and Union representative(s) within seven (7) calendar days of receipt of the Union's appeal. If no agreement is reached, the Village Manager or his designee shall submit a written answer to the grievant and the Union within seven

(7) calendar days following the meeting.

Section 8.3 Arbitration

If a grievance is not settled in Step 4 and the Union wishes to appeal the grievance from Step 4 of the grievance procedure, the Union may refer the grievance to Arbitration within twenty-one (21) calendar days of receipt of the Village's answer as provided to the Union at Step 4. A grievance is deemed advanced to Arbitration when the Union provides written notice to the Village Manager of its intent to have the matter resolved by an Arbitrator.

- A. The parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) Arbitrators who maintain an office in Illinois, Wisconsin, Iowa, or Indiana. Each party retains the right to reject one (1) panel in its entirety and request that a new panel be submitted.

Each party also retains the right to request that the panels submitted for any given case be limited to members of the National Academy of Arbitrators. Both the Village and the Union shall alternately have the right to strike one (1) name from the panel. A coin toss will determine which party will strike the first name; the other party shall then strike a name. This process shall continue until one (1) person remains, this person shall be the Arbitrator.

- B. The Arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing subject to the availability of Union and Village representatives.
- C. The Village and the Union shall have the right to request the Arbitrator to require the presence of witnesses at the hearing and the production of documents prior to hearing. The Village and the Union retain the right to employ legal counsel at their own expense.
- D. Unless otherwise agreed to by the parties, the Arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- E. More than one (1) grievance may be submitted to the same arbitrator where both parties mutually agree in writing.
- F. The fees and expenses of the Arbitrator and the cost of a written transcript, if any, 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 8.4 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 the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The Arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the first step and shall have no authority to make a decision on any issue not so submitted or raised. The Arbitrator shall be without

power to make any decision or award, which is contrary to or inconsistent with applicable Federal or State law. Any decision or award of the Arbitrator rendered within the limitations of this Section shall be final and binding upon the Village, Union and the employee(s) covered by this Agreement.

Section 8.5 Time Limit For Filing

No grievance shall be entertained or processed unless it is submitted at Step 1 within ten (10) calendar days after the discovery of the event giving rise to the grievance. If a grievance is not presented by the employee/Union within the time limit set forth above, it shall be considered waived and may not be further pursued. Such waiver shall not serve to waive the Union or the employee's right to file a future grievance involving similar facts and circumstances.

If a grievance is not appealed to the next step within the specified time period, or within an approved, written extension thereof, it shall be considered withdrawn, provided, however, that such settlement shall not serve to waive the Union's or employee's right to file a future grievance involving similar facts and circumstances. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the grievance will automatically be advanced to the next step.

The parties may, by mutual written agreement, extend any of the time limits set forth in this Article.

Section 8.6 Miscellaneous

No action, statement, agreement, settlement or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Village unless and until the Village has agreed thereto in writing.

ARTICLE IX

Section 9.1 No Strike

Neither the Union nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in or condone any strike, sympathy strike, slow-down, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unimproved enforcement procedures or policies or work to the rule situation, mass resignations, mass absenteeism, picketing or any other intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing. Additionally, no employee shall refuse to cross any picket line to perform his/her job duties, by whomever established.

Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. Nothing in this Article will limit the Employer's right to legal or injunctive relief in the event of a violation of this Section.

Section 9.2 No Lockout

The Village will not lock out any employee during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE X

Section 10.1 Discipline and Discharge/Investigations

Disciplinary actions instituted by the Village shall be for reasons based upon an employee's failure to fulfill his responsibilities as an employee. Where the Village believes just cause exists to institute disciplinary action it shall have the option, consistent with the principles of timely progressive discipline imposed for the purpose of encouraging corrective employee action, to assess an appropriate penalty which include the following penalties:

Oral Reprimand;
Written Reprimand;
Suspension;
Removal of Corporal Status (if applicable); or
Termination.

Any disciplinary action or measure other than an oral and written reprimand imposed upon an employee shall be subject to review and appeal as provided for in this Agreement. An oral and written reprimands shall not be subject to arbitration or to review by the Board of Fire and Police Commissioners. However, an employee is entitled to write a response to any oral or written reprimand and that response will be attached to the corresponding discipline. The Union shall have the right to file grievances concerning discipline covering suspension without pay, removal of Corporal status (if applicable), and/or termination, or an employee may choose the hearing process by the Board of Fire and Police Commissioners. Filing of a grievance shall act as a waiver by the employee involved of the right to challenge the same matter before the Board of Fire and Police Commissioners. A form containing such specific waiver shall be executed by the employee prior to filing a grievance. Seeking review by the Board of Fire and Police Commissioners shall act as a waiver by the Union and employee involved of the right to challenge the same matter in the grievance process.

- A. The Village agrees that non-probationary employees shall be disciplined and discharged only for just cause. A copy of all suspension, demotion and discharge notices shall be provided to the employee and Union. The Employer further agrees that disciplinary actions will be imposed in a timely manner and shall comply with the "Uniform Peace Officers' Disciplinary Act" (50 ILCS 725/1, et seq.).
- B. Any employee found to be unjustly suspended or discharged will be reinstated with full compensation for all lost time and with full restoration of all other rights, benefits, and conditions of employment, without prejudice, unless a lesser remedy is agreed upon as a settlement or deemed proper by the appropriate hearing authority.

- C. Disciplinary actions, including but not limited to discipline less than a suspension, recorded in the employee's personnel files shall not be used after thirty-six (36) months to justify subsequent disciplinary action, except for a related offense. Non-meritorious disciplinary actions shall not be relied upon to substantiate or aggravate any subsequent disciplinary action.
- D. Employees shall be entitled to Union representation at all disciplinary investigatory meetings, which the employee attends and are initiated by the Employer, and at any meeting or interview which that employee reasonably believes could result in discipline.
- E. Interrogations will be conducted in accordance with the Illinois Peace Officers' Disciplinary Act.
- F. Prior to the imposition of disciplinary action, the Union will be provided an opportunity to review the surveillance (e.g. video, photos, audio, or other recorded medium) relevant to the discipline if the surveillance evidence is both: (i) in the possession or control of the Employer and (ii) relied on by the Employer in making the discipline decision at issue.
- G. Prior to taking any final, disciplinary action and just prior to concluding its investigation, the Village shall notify the employee and Union of the contemplated measure of discipline to be imposed, and shall meet with the employee involved and inform the employee of the reasons for such contemplated disciplinary action. The Union is permitted to attend and participate in this meeting. Prior to the meeting the Village will notify the Union and employee in writing of the contemplated discipline and the factual basis for said contemplated discipline.
- H. Personnel Files - The Employer agrees to comply with the Illinois Personnel Record Review Act relative to providing the employee access to and copying (if requested) of the employee's personnel file.
- I. It is understood that the rights of officers herein shall not diminish the right and privileges of officers that are guaranteed to all citizens by the Constitution and laws of the United States and of the State of Illinois.
- J. Reviews of decisions of the Board of Fire and Police Commissioners or of an arbitrator under this section shall be as provided by law, based on the election of the hearing body.

ARTICLE XI

Section 11.1 Dues Deductions

Upon receipt of proper written authorization from an employee, the Employer shall deduct each month's Chapter dues in the amount certified by the Treasurer of Chapter from the pay of all 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.

As mandated by *Janus v. AFSCME*, fair share is no longer permitted. Should that authority be superceded, the parties will meet and bargain over the impact of such change in law.

Section 11.2 Chapter Indemnification

The Chapter 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 legal costs for counsel selected or approved by the Chapter 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 Chapter shall refund directly to the employee(s) any such amount. The foregoing indemnification clause shall not require the Chapter to indemnify or hold the Village harmless in the event the Village initiates a cause of action against the Chapter except as necessary to enforce its rights under this Section 11.2.

ARTICLE XII

Section 12.1 Definition of Seniority

Departmental seniority shall be defined as the length of service from the last date of beginning continuous full-time employment as a sworn Peace Officer in the Department and uninterrupted by termination of employment. Conflicts of departmental seniority shall be determined on the basis of the order of the officers on the Board of Fire and Police Commission hiring list, with the officer higher on the applicable list being the more senior. Where the term "seniority" is used in this Agreement, it shall mean departmental seniority unless otherwise specified.

Section 12.2 Probationary Period

All new employees and those rehired after termination of employment shall be considered probationary employees until they complete a probationary period of eighteen (18) months. During an employee's probationary period, the employee may be suspended or terminated at the sole discretion of the Village, subject to whatever legal rights, if any, such employees may have separate and apart from this Agreement. No grievance shall be presented or entertained in connection with the suspension or termination of a probationary employee.

In the event of an absence or leave, the probationary period may be extended, if approved by the Board of Police and Police Commissioners, for a comparable period of time (i.e., day for day extensions in the event a probationary employee is absent and/or on leave for any reason for a total of four (4) weeks or more during the first eighteen (18) months of employment).

Section 12.3 Seniority List

The Village will provide the Union with a seniority list setting forth each employee's seniority date on an annual basis within a reasonable period of time after the Union's written request.

Section 12.4 Layoff

Prior to any bargaining unit employees being laid off, all part-time employees with the power to affect a lawful arrest, if any, responsible for performing duties/tasks performed by members of the Union, will be laid off. Prior to any employees being laid off, the parties will complete bargaining over the impacts and effects of such layoffs when required by law. Full time employees covered by this Agreement will be laid off in accordance with their length of service as provided in the Illinois Municipal Code, Chapter 65, Section 5/10-2.1-18 as amended from time to time.

Section 12.5 Recall

Full time employees who are laid off shall be placed on a recall list. If there is a recall, full time employees who are still on the recall list shall be recalled in the inverse order of their layoff provided the employee is qualified to perform the available work.

Employees who are on the recall list shall be given twenty-one (21) calendar days to report back to work from date of receipt of the notice of recall, provided that the employee must notify the Police Chief or his designee of his intention to return to work within nine (9) days after receiving notice of recall.

The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address last provided by the employee, with a copy to the Union; it being the obligation and responsibility of the employee to provide the Police Chief or his designee with this latest mailing address. If an employee fails to timely respond to a recall notice, his/her name shall be removed from the recall list.

Section 12.6 Termination of Seniority

Seniority and the employment relationship shall be terminated for all purposes, subject to confirmation by the Village's Board of Police and Police Commission, if the employee:

- A. quits;
- B. is discharged;
- C. retires (or is retired should the Village adopt and implement a legal mandatory retirement age);
- D. fails to report to work at the conclusion of an authorized leave or vacation;
- E. is laid off and fails to notify the Police Chief or his designee of his intention to return to work within the time period stated in this agreement;
- F. is laid off for a period in excess of two (2) years; and/or
- G. 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. Extensions will be considered on a case-by-case basis to comply with the law (e.g. for a reasonable accommodation to a disabled individual).

Section 12.7 Benefits During Layoff

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

- A. An employee shall be paid for any earned but unused vacation days.
- B. 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.
- C. 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.
- D. Upon recall, the employee's seniority shall be adjusted by the length of the layoff.

Seniority shall not be interrupted, and shall continue to accrue, during periods of time when an employee is receiving workers' compensation or disability pension benefits for a work related injury.

ARTICLE XIII

Section 13.1 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 or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, Section or portion thereof specifically specified in the board, agency or court decision or subsequent litigation and the remaining parts or portions of this Agreement shall remain in full force and effect.

In such event, the parties shall, upon request of either party, upon thirty (30) days' notice of any determination, commence good faith bargaining over possible replacement language for the invalidated Article, Section or portion of this Agreement.

ARTICLE XIV

Section 14.1 Duration of Agreement

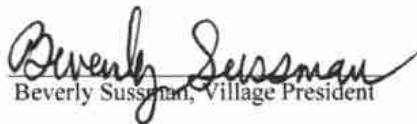
This Agreement shall be effective as of the day after the Agreement is executed by both parties and shall remain in full force and effect until 11:59 P.M. on the 31st day of December, 2020. It shall be automatically renewed from year to year thereafter unless either party shall


notify the other in writing at least ninety (90) calendar days prior to the December 31st anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) calendar days prior to the December 31st anniversary date.

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

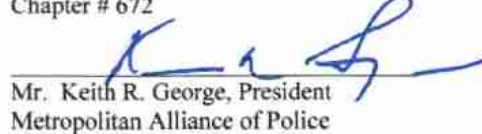
This Agreement executed by Ordinance _____ on January, 2019 by the Village of Buffalo Grove Board of Trustees and signed by:

For the Village of Buffalo Grove


Beverly Sussman, Village President


Dane C. Bragg, Village Manager

For the Metropolitan Alliance of Police
Chapter # 672


Mr. Keith R. George, President
Metropolitan Alliance of Police


Michael A. Martin, Chapter President