

ORDINANCE

**An Ordinance Adopting Successor Collective Bargaining Agreement
Between the Village of Romeoville and Metropolitan Alliance of Police
(Romeoville Chapter)**

Whereas, the Village of Romeoville ("Village") and Metropolitan Alliance of Police (Romeoville Chapter) ("Union") are parties to existing collective bargaining agreements for Police employees; and

Whereas, the Village and the Union have negotiated successor collective bargaining agreements.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES FOR THE VILLAGE OF ROMEOVILLE, WILL COUNTY, ILLINOIS, AS FOLLOWS:

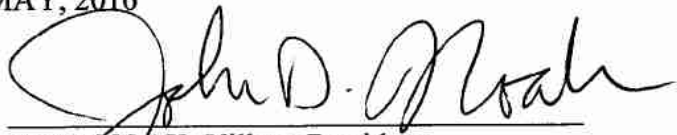
- Section 1.** A successor collective bargaining agreement between the Village and the Union for the Police Department unit, in substantially the form as is attached hereto and made a part hereof and as approved by the Village's attorney is hereby adopted, and the President and Village Clerk are hereby authorized and directed to execute said successor collective bargaining agreement.
- Section 2.** All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance shall be, and the same are hereby repealed.
- Section 3.** The Ordinance shall be in full force and effect from and after its passage, approval as provided by law.

PASSED this 4th day of May, 2016 with 6 members voting aye with 0 members voting nay, and with 0 members absent or passing, and said vote being:

Trustee Linda S. Palmiter	AYE	Trustee Ken Griffin	AYE
Trustee Jose Chavez	AYE	Trustee Brian Clancy	AYE
Trustee David Richards	AYE	Trustee Sue Micklevitz	AYE


DR. BERNICE HOLLOWAY, Village Clerk

APPROVED THIS 4TH DAY OF MAY, 2016


JOHN NOAK, Village President

ATTEST:


DR. BERNICE HOLLOWAY, Village Clerk

AGREEMENT
BETWEEN
VILLAGE OF ROMEOVILLE
AND
METROPOLITAN ALLIANCE OF POLICE
(ROMEOVILLE CHAPTER)

MAY 1, 2015
THROUGH
APRIL 30, 2019

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ARTICLE IA
RECOGNITION AND REPRESENTATION

This agreement entered into by and between the Village of Romeoville, Will County, Illinois (hereinafter referred to as the "Village"), and the Metropolitan Alliance of Police Romeoville Chapter (hereinafter referred to as the "Chapter"), is intended to promote mutually harmonious understanding and beneficial economic relationship between the Village and the Chapter, and to set forth herein the basic and full agreement between the parties concerning recognition of the Chapter as the sole bargaining agent for the sworn police officers of the Romeoville Police Department, said sworn police officers being comprised of police officers of the rank of sergeant and below.

ARTICLE IB
MANAGEMENT RIGHTS

All the functions of management of the operations of the Village and the direction of its police officers which are not limited by the express language of this Agreement are exclusively vested in and retained by the Employer, including but not limited to the right to determine the means, methods and place of operation; to decide what work or services shall be performed by police officers; to establish number and classifications of positions; to discipline or discharge police officers; to maintain discipline, order and efficiency; to make and enforce reasonable rules; to introduce new and improved methods, materials, equipment or facilities; and to change or eliminate existing methods, materials, equipment or facilities; to determine its mission, policies, and to set forth all standards of service offered to the public; to plan, direct, control and determine the operations or services to be conducted by employees of the Village; to direct the work force; to require overtime; to hire and assign or to transfer employees within the department or other police related functions; to lay off or relieve employees; to make, publish and enforce rules and regulations; to contract out for goods and services; to take any and all actions as may be necessary to carry out the mission of the Village and the Police Department.

ARTICLE II

UNION SECURITY

Section 2.1 – Dues Deduction

Upon receipt of proper written authorization from a police officer, the Employer shall deduct each month's Union dues in the amount certified by the Treasurer of the Union from the pay of such police officer covered by this Agreement from the first two paychecks each month. Such money shall be submitted to the Metropolitan Alliance of Police within fifteen (15) days after the deductions have been made. The Union shall advise the Employer of any increase in dues in writing, at least thirty (30) days prior to its effective date. A copy of the authorization form is attached hereto as Appendix "A."

Section 2.2 – Fair Share

During the term of this Agreement, Employees covered by the terms of this agreement, who are not members of the Chapter shall, commencing thirty (30) days after their employment or thirty (30) days after the effective date of this Agreement, whichever is later, pay a fair share fee to the Chapter for collective bargaining and labor Agreement administration services rendered by the Chapter. Such fair share fees shall be deducted by the Employer from the earnings of non-members and remitted to the Chapter. The Chapter shall submit to the Employer a list of members covered by this Agreement who are not members of the Chapter and an affidavit which specifies the amount of the fair share fee. The fair share fee shall not include contributions related to the election or support of any candidate for political office or for any member only benefit.

The Chapter agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in *Chicago Teachers Union v. Hudson*, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share payers.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings

of a church or religious body of which such Employee is a member shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the Employee and the Union. If the affected Employee and the Union are unable to reach an agreement on the matter, the organization shall be selected by the affected Employee from an approved list of charitable organizations established by the Illinois State Labor Board, and the payment shall be made to said organization.

Section 2.3 Indemnification

As long as the initial action is not brought by the Village, the Union shall indemnify and hold the Village harmless against any and all claims, demands, suits or other forms of liability brought against the Village, including costs and attorney's fees that may arise out of or by reason of any action taken by the Village for the purpose of complying with the provisions of Section 2.2, Fair Share. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved employee.

ARTICLE III DISCRIMINATION

Section 3.1

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

Section 3.2

In accordance with applicable law the Village shall not discriminate against, interfere with, restrain or coerce employees because of lawful activities on behalf of the union, or because of their exercise of any rights granted by this Agreement.

ARTICLE IV

SENIORITY

Section 4.1

For the purpose of this Agreement, department seniority shall be defined as: The number of days, weeks, months and years of continuous service that a member of the bargaining unit has worked for the Village as an officer of the Police Department, calculated from the date the officer was hired. If two or more employees were or are hired on the same date, their standing on the eligibility register list shall determine their seniority.

Section 4.2

For the purposes of this Agreement, rank seniority shall be defined as: The number of days, weeks, months and years of continuous service that a member of the bargaining unit has worked for the Village at his rank as an officer calculated from the date the officer was promoted. If two or more employees were or are promoted on the same date, their standing on the promotional list shall determine their seniority.

Section 4.3

Seniority and the employment relationship shall be terminated when an employee:

- A. Quits; or
- B. Is discharged; or
- C. Is absent for three (3) consecutive working days without notifying the Village, unless the employee is unable to notify the Village during that period and thereafter notifies the Village as soon as possible; or
- D. Fails to report for work after having been recalled from lay-off in accordance with 65 ILCS 5/10-2.1-18; or
- E. Does not report for work after the termination of an authorized leave of absence or vacation; or
- F. Retires or is retired.

Seniority will not be accrued during lay-off status.

ARTICLE V
VACANCIES - PROMOTIONS

Vacancies and promotions existing in the Police Department will be filled on a need-to-have basis. The Village reserves the right to determine the need for filling vacant positions. Of any position that is offered, which duties and responsibilities are those beyond normal patrol duties, and, of which, the assignment of that position is decided upon by the Chief of Police, the following will occur:

1. A posting be made of the designated assigned position;
2. That the duties and responsibilities be stated of that posted assigned position;
3. That the posting will be visibly displayed upon the briefing room bulletin board for a minimum of ten (10) working days;
4. That it be understood that probationary officers are ineligible;
5. That eligible and interested officers will submit their names for consideration in writing to the Chief of Police and a list of submitted names will be given to the Chapter;
6. That an interview (individual/group) will be conducted, and the results of the interview be considered as one aspect in the determination.

Open positions to be filled through promotions will follow the statutes as established by the Police and Fire Commission. Nothing contained herein shall require the posting of routine patrol, temporary assignments, or sergeant assignments nor shall anything contained herein prevent the Chief of Police from assigning any person to an available position who did not submit his/her name for consideration under the above described procedure.

ARTICLE VI

INVESTIGATIONS AND UNIFORM PEACE OFFICERS' DISCIPLINARY ACT

Section 6.1 Investigations

All department investigations of complaints made against police officers shall be initiated within sixty (60) days. If an investigation is not completed within 180 days (other than an administration investigation linked to a criminal investigation), the Department will schedule a meeting with a representative of the union's executive board to provide the union with the status of the investigation and an estimated date for the completion of the investigation. No more than two union board members of the Romeoville Chapter will be allowed to attend this meeting. No confidential information will be divulged during this meeting nor will any information be released that could possibly compromise the investigation.

Following the status meeting, follow up meetings will be held with representative of the union's executive board on 30 day intervals until the investigation is complete.

In the event that the investigation is not completed within 180 days the union may schedule a meeting with the Village Manager to discuss the status of the investigation.

Section 6.2 Uniform Peace Officers' Disciplinary Act

The Uniform Peace Officers Disciplinary Act (50 ILCS 725/1 *et. seq.*), as it may be amended, from time to time, is hereby adopted by reference. A copy of said Act in effect as of the adoption of this Agreement is attached hereto as Appendix B.

ARTICLE VII

PERSONNEL FILES

Section 7.1 Chapter Member Access

Each member of this Chapter shall have the right of access to the members own personnel files pursuant to the Illinois Personnel Records Review Act 820 ILCS 40/0.01 *et. seq.*

Section 7.5 Purging

Documents related to a written reprimand against any member of the Chapter that have been in a member's personnel file folder for more than two (2) years shall be purged from said member's

personnel file folder at the request of the member unless the written reprimands demonstrate a pattern of misconduct. With respect to other disciplinary actions, the documents shall be purged after five (5) years at the request of the member unless the discipline demonstrates a pattern of misconduct.

Section 7.6 Notice of Placement of Item in File

Members of this Chapter shall be simultaneously notified in writing when anything, other than of a routine nature, is placed in their personnel file. In this same regard, a copy of any disciplinary action or material related to job performance which is placed in an officer's personnel file shall be made available to the officer prior to or at the same time that it is placed in the personnel file. No citizen complaint shall be placed in a member's personnel file unless the complaint is sustained.

ARTICLE VIII

UNION-VILLAGE JOINT COMMITTEE

Section 8.1

A Police Department-Village Joint Committee consisting of not more than three (3) members selected by the Chapter and an equal number selected by the Village will be established to discuss any current affairs of mutual concern of the Village or the officers covered by this Agreement.

Section 8.2

Either party shall have the right to schedule a meeting, not more frequently than once per month, by submitting a proposed agenda to the other party. Problems of mutual concern shall be discussed, including suggestions for improving the performance of the Department's activities and non-binding recommendations may be made to either the Village, the Chapter or to both by persons present at any conference. Such meeting shall be exclusive of the grievance procedure provided for in Article XII. Grievances shall not be considered at such meetings nor shall proposals to alter the terms of this Agreement be advanced.

Section 8.3

The Village agrees to furnish the Chapter with a written notice of the Village's intention to make changes in departmental and/or Village rules, policies or procedures that would affect the working

conditions or benefits of employees, or equipment peculiar to police work relative to safety. This notice requirement does not pertain to departmental rules, regulations and procedures routinely distributed by the Chief of Police or his designees.

Section 8.4

The Village agrees to meet and confer with the Chapter in order to freely exchange information, opinions and proposals relating specifically to the proposed changes prior to their enactment. The Village shall furnish the Chapter with a copy of such changes and inform them of the proposed implementation plans. The Village shall furnish the Chapter with a copy of such changes that would normally be available through the public information act. This information shall be made available prior to said meeting with the Village.

ARTICLE IX

EMPLOYEE CHOICE OF DISCIPLINARY FORUM

Section 9.1 Employee Choice of Disciplinary Forum

9.1.1. Contesting Discipline - Oral and Written Reprimands

Oral reprimands shall not be subject to the grievance procedure. Written reprimands shall be subject to the Grievance Procedure Article of this Agreement but shall not be subject to arbitration.

9.1.2. Contesting Discipline - Suspensions and Termination

(1) In General

Prior to imposing discipline, involving a suspension or termination, the Chief of Police or the Chief's designee will set a meeting with the employee to advise the employee of the proposed discipline and the factual basis therefore. At the employee's request, the employee shall be entitled to Union representation at that meeting. After the conclusion of said meeting, the Chief or the Chief's designee will issue a Decision to Discipline, in writing, as to the proposed discipline ("Decision to Discipline"), to the affected employee and the Union. At the employee's option, disciplinary action against the employee may be contested either through the arbitration procedure of this Agreement or through the Board of Fire and Police Commissioners (BOFPC), but not both. In order to exercise this option, an officer must execute an Election, Waiver and Release form ("Election Form" attached as Appendix K). The Election Form shall be given to the officer by the employer, at the time the officer is formally notified of the Decision to Discipline. The employee shall have five (5) calendar days upon receipt of Election Form to tender the executed Election Form to the Chief or the Chief's designee.

(2) Suspensions of Five (5) Days or Less

If the discipline is a suspension for five (5) days or less, the Chief may impose the suspension immediately upon the issuance of the Final Decision. If the employee elects to contest the suspension through the grievance/arbitration procedure, the employee shall bear the burden of showing that the suspension was issued without just cause. If the employee elects to contest the suspension through the grievance/arbitration procedure, the Election Form shall constitute a grievance, which shall be deemed filed at the arbitration step of the grievance procedure.

(3) Termination or Suspensions of More Than Five (5) Days; Arbitration

For discipline involving suspensions in excess of five (5) days or termination, if the employee elects arbitration, the Chief of Police has the right and discretion to impose discipline immediately upon the receipt of the Election Waiver and Release Form. In such cases, the Election Form shall constitute a grievance, which shall be deemed filed at the arbitration Step. In such cases where arbitration has been selected, the Union shall also file with the Village its notice of intent to arbitrate the case ("Arbitration Notice"), not more than five (5) calendar days following the issuance of the Decision to Discipline. During this process, the employer shall have the burden of proving that the discipline was issued for just cause.

(4) Termination or Suspensions of More Than Five (5) Days; Board of Fire and Police Commissioners

For discipline involving suspensions in excess of five (5) days or termination, if the employee elects to have the case heard by the BOFPC, then the Chief must file the appropriate charges before the BOFPC.

(5) Failure to File the Election Form or Arbitration Notice

If an officer or the Union fails to timely file the Election Form or the Arbitration Notice, such failure shall be deemed a waiver of the right to contest or appeal the Decision to Discipline in any forum.

Section 9.2 Notification of Fire and Police Commission Rules Changes

The Village and the Chapter mutually agree that the Village shall notify the Chapter of any proposed changes in the now current rules of the Police and Fire Commission. It is further agreed that the Village shall provide the Chapter with a copy of the now current rules governing the Police and Fire Commission of the Village of Romeoville.

ARTICLE X

FAMILY MEDICAL COVERAGE AND FUNERAL EXPENSES

Section 10.1 Family Medical Coverage

A. The Village shall provide group medical insurance coverage, dental coverage and vision coverage for bargaining unit employees with the same level of benefits that the Village provides for the general non-represented employees of the Village. The parties agree that changes in the coverage level of benefits may be made by the Village without any further negotiations with the Union. The Village agrees to notify the Union thirty (30) days prior to making any changes in coverage level of benefits, and to afford the bargaining unit employees the opportunity to change within available Village health plans prior to any plan coverage changes taking effect.

The employees shall pay the following sums toward the monthly premiums for said coverage with the Village paying the remaining monthly premium amounts as payroll deductions:

H.M.O. Single Coverage Monthly Contribution	0% of the monthly premium
H.M.O. Single Plus One Monthly Contribution	0% of the monthly premium
H.M.O. Family Coverage Monthly Contribution	0% of the monthly premium
P.P.O. Single Coverage Monthly Contribution	12% of the monthly premium
P.P.O. Single Plus One Monthly Contribution	12% of the monthly premium
P.P.O. Family Coverage Monthly Contribution	12% of the monthly premium

The Village will also make available to the employee dental care and vision care for themselves as well as for their families. There is no additional cost to the employee for the dental care and vision care programs. For employees hired after January 1, 2016, the Village will only provide HMO coverage.

B. In the event that a member of this Chapter is placed on disability for an on-duty or duty-related injury, the member group health insurance cost and coverage will continue until they enter another hospitalization plan or the disability ends.

C. The parties agree that The Village may elect without any further bargaining with the union to implement a Wellness Program (in addition to Article XXVII). The terms of this Program will be with the advice and consent of the Wellness Committee and the Village Manager, and will not be applied to bargaining unit employees unless otherwise applied to all non-represented employees. Participation by employees is completely voluntary. If the Village offers a Wellness Program, the incentives and/or penalties will be up to \$75 per month. Employees will be provided with an opportunity for reward or penalty at least one time per year, so long as the Village elects to offer a Wellness

Program. The Village will protect the confidentiality of information collected in the Wellness Program pursuant to State and Federal law.

For the term of this agreement (2015-2019), the wellness program will not apply to spouses and children and the minimum points needed to meet the terms of the program will stay at 250.

The current program is attached to this Agreement as Exhibit L.

Section 10.2 Funeral Expenses

In the event that a member of this Chapter is killed in the line of duty, or dies from injuries sustained in the line of duty, the Village shall pay the sum of Ten Thousand Dollars (\$10,000.00) toward funeral and connected expenses to his surviving spouse, or, if none, to his heirs, regardless of the amounts paid from other sources.

Section 10.3 Life Insurance

The Village shall provide life insurance coverage equal to the member's annual salary at time of death.

Section 10.4 Continuation of Benefit

The parties agree to abide by the provisions of 820 ILCS 320/10.

ARTICLE XI HOURS OF WORK AND OVERTIME

Section 11.1 No Pyramiding

This Article is intended to be construed only as a basis for computing overtime and shall not be construed as a guarantee of hours of work per day or per week.

Section 11.2 Normal Workday And Workweek

The normal and calendar workweek for the Romeoville Police Department is that period beginning 11:00 p.m. Sunday and ending 10:59 p.m. the following Sunday night. The Chief of Police shall have the sole discretion to choose what length of shift the various divisions of the Department will operate under. The Chief of Police may choose any of the shift lengths designated in this section. In the event that the Chief changes to a different shift length than what is currently in use, the Chief

shall retain the discretion to change back to the previous shift length or change to a different length upon providing 48 hour notice to the union. In the event of a natural or man-made disaster, critical incident, or other unusual circumstances, the Chief may immediately change the length of the shift without any notice to the union.

The Chief will attempt to schedule officers for 5 consecutive days for 8 hour shifts, 4 consecutive days for 10 hours shifts, and provide every other weekend off for 12 hours shifts. However, the Chief maintains the sole discretion to set the schedules and no guarantees for hours and days of work will be given.

A. Eight-Hour Shift

Patrol Officers who are assigned to an eight-hour shift shall receive overtime pay for all authorized, scheduled and required time of work in excess of eighty hours in a 14-day work period. Officers will be scheduled to work ten (10) days during the two week pay period. The normal workday shall consist of 8 hours of work which includes a thirty (30) minutes paid lunch. If an officer's lunch is interrupted by work duties, the Officer shall be allowed to take additional time off for lunch to account for the missed time. Overtime shall be compensated at a rate of one and one-half (1 ½) times the Officer's regular hourly straight time rate of pay.

B. Ten-Hour Shift

Patrol Officers who are assigned to a ten-hour shift shall receive overtime pay for all authorized, scheduled and required time of work in excess of eighty hours in a 14-day work period. Officers will be scheduled to work eight (8) days during the two week pay period. The normal workday shall consist of 10 hours of work which includes a thirty (30) minutes paid lunch. If an officer's lunch is interrupted by work duties, the Officer shall be allowed to take additional time off for lunch to account for missed time. Overtime shall be compensated at a rate of one and one-half (1 ½) times the Officer's regular hourly straight time rate of pay.

So long as the Department employs ten hour shifts for patrol, employees assigned to tasks other than patrol duties may be assigned to daily shifts other than ten hour shifts.

C. Modified Twelve-Hour Shift

The modified twelve-hour shift shall provide for a combination of days of twelve-hour

shifts with one eight-hour shift, including a one-half hour paid meal period, within a 14-day work period. Officers who are assigned to a modified twelve-hour shift shall receive overtime pay for all authorized, scheduled and required time of work in excess of eighty (80) hours in a 14-day work period. Overtime shall be compensated at a rate of one and one-half (1-1/2) times the Officer's regular hourly straight time rate of pay. Officers will be scheduled to work six (6) daily shifts in a twelve (12) hour shift, and one (1) day as an eight (8) hour shift.

So long as the Department employs modified twelve hour shifts for patrol, employees assigned to tasks other than patrol duties may be assigned to daily shifts other than twelve hour shifts.

D. Twelve-Hour Shift with Split Paid/Unpaid Lunch

The normal workday shall consist of 11.4 hours of work which includes .4 hours of paid lunch. Officers will also be allowed to take .6 hours of unpaid lunch in conjunction with their paid lunch. Officers working seven days at 11.4 hours a day (79.8) hours will receive pay for eighty (80) hours. Patrol Officers who are assigned to a twelve hour shift with split paid/unpaid lunch shall receive overtime pay for all authorized, scheduled, and required time of work in excess of eighty (80) hours in a 14-day work period. Overtime shall be compensated at a rate of one and one-half (1-1/2) times the Officer's regular hourly straight time rate of pay. If an officer's lunch is interrupted by work duties, the officer shall be allowed to take additional time off for lunch to account for the missed time.

Officers unpaid lunch time (.6) hours will be used prior to the paid lunch time (.4) hours. If officers are not able to use their (.6) hours of unpaid lunch time, they will be paid overtime for that portion of their unpaid lunch time that they were not able to use.

So long as the Department employs modified twelve hour shifts for patrol, employees assigned to tasks other than patrol duties may be assigned to daily shifts other than twelve hour shifts.

Section 11.3 Off-Duty Overtime Pay

- A. Court Appearance and Court on-call Time: Officers attending court during duty time shall receive no additional compensation. Officers shall be paid for attending court during off-duty hours with a minimum of three (3) hours court time and shall be paid one and one-half (1 ½) times their normal straight-time hourly rate of pay. Court time, in excess of the minimum three (3) hours, will continue to be paid one and one half (1 ½) times the officers normal straight-time hourly rate of pay.

The Village understands that members of this Chapter must appear in court and that member's availability and preparation is, at times, dictated by court controls and appearance schedules. Knowing what this entails, the Village agrees to compensate the members of the Chapter by the payment of four hundred dollars (\$400) yearly, which shall be increased to six hundred dollars (\$600) yearly effective as of May 1, 2009, payable on May 1 of each year. Where the member of this Chapter is summoned to appear in court, the member will be entitled to the compensation procedures established as presented in Article XI, Section 4 (A).

- B. Training/Public Programs/Meetings: Officers covered by this Agreement who are required to attend any training, public programs, or meetings of the Department, which is not in lieu of scheduled work time, excluding those officers in basic recruit training, will be paid at one and one-half (1 ½) times their normal straight-time hourly rate of pay, and receive a minimum of three (3) hours of pay.

- C. Call-In: If an officer calls in sick on a scheduled workday, the decision whether to replace the absent officer shall be at the discretion of the Chief of Police or his designee. Should the Chief of Police or his designee decide to replace the absent employee on the very next shift(s) affected, the vacancy will be offered, in order of seniority, to the officers who normally are assigned to the duties involved and consistent with applicable requirements regarding maximum duty hours, by:

8-Hour Shifts

1. Offering the vacancy (first four (4) hours) to the officers of the off-going shift; then

2. Offering the vacancy (second four (4) hours) to the officers of the on-coming shift;
3. Should either or both vacancies of a workday not be filled by the respective off-going or on-coming shift officers; then
4. The remaining portion of the workday respectively will be offered by seniority to all officers, regardless of shift who normally perform the duties involved; and
5. If vacancy is still not filled, then it will be offered to those non-uniformed officers.

However, nothing shall herein prevent the Chief of Police from replacing an absent sergeant with the Traffic Sergeant or Detective Sergeant. The Designated Supervisor not in the bargaining unit will replace an absent sergeant only when the aforementioned personnel are unavailable.

10 and 12-Hour Shifts

Vacancies on the 10 hour and 12 hour shifts will first be offered to officers on their day off who normally are assigned to the duties involved. The offer of overtime will first be made to officers normally assigned to patrol duties. Officers will be notified of the offer of overtime via the Code Spear notification system or by telephone. Officers will have twenty minutes to call the station to accept the offer of overtime. The most senior officer who responds within the twenty minute time frame, and who is able to work the full shift, will be assigned the overtime.

If the overtime is not filled by officers normally assigned to patrol duties, the overtime will be offered to patrol officers not normally assigned to regular patrol duties, such as, DARE, COP, Evidence, Training, and Traffic. Officers will be notified of the offer of overtime via the Code Spear notification system or by telephone. Officers will have twenty minutes to call the station to accept the offer of overtime. The most senior officer who responds within the twenty minute time frame, and who is able to work the full shift, will be assigned the overtime.

If the overtime is not filled by officers not normally assigned to regular patrol duties, or officers assigned to positions such as DARE, COP, Evidence, Training, and Traffic, the overtime will be offered to investigations and tactical unit officers. Officers will be notified of the offer of overtime via the Code Spear notification system or by telephone. Officers will have twenty minutes to call the station to accept the offer of overtime. The most senior officer who responds

within the twenty minute time frame, and who is able to work the full shift, will be assigned the overtime.

In the event that the shift vacancy cannot be filled, overtime will be offered to officers on the off-going shift by seniority to fill the first half of the shift. In the event that none of the off-going officers desire to work the overtime, the officer with the least amount of seniority will be required to work the overtime.

In the event that the shift vacancy cannot be filled, overtime will be offered to officers of the on-coming shift to fill the second half of the shift. In the event that none of the on-coming officers desire to work the overtime, the officer with the least amount of seniority will be required to work the overtime.

Sergeant replacement will be handled in the same manner as patrol officers.

- D. Call-Out: In the event that an officer is called in to work for a specialty related incident need or for a departmental emergency, the officer shall be paid a minimum of three (3) hours pay at one and one half (1 ½) times the officers usual straight time hourly wage.

Section 11.4 Compensatory Time

In lieu of overtime pay, employees may earn compensatory time at a rate equal to one and one-half (1.5) hours for each overtime hour worked in accordance with the provisions of overtime sections of this Agreement. Employees may accumulate up to a maximum of 40 hours of compensatory time, on a rolling basis. Employees must advise the Chief or his or her designee that he or she desires to have the overtime credited as compensatory time as of the time the overtime is worked, otherwise, the overtime shall be paid by monetary compensation. Compensatory time may be accumulated in no less than 1 hour increments.

Requests for compensatory time off must be submitted at least seven (7) days prior to use. The Chief or his or her designee will approve the use of compensatory time off provided it does not unduly disrupt operations and there are enough personnel to cover the minimum manning requirements established by the Chief. The seven (7) day notice may be waived by the Chief or his designee. Special consideration will be provided in situations where an officer was unable to obtain an adequate amount of sleep due to being held over on his or her previous shift, court attendance, or other duty related reasons. The Chief or his designee at their discretion may approve compensatory time in these situations so that the officer may obtain necessary rest prior to reporting for duty. Compensatory time may be used in no less than 1 hour increments and no more than 12 hours per work week.

ARTICLE XII

GRIEVANCE PROCEDURE

Section 12.1 Definition of a Grievance

A grievance is a difference of opinion between a member of the bargaining unit of the Chapter and the Village with respect to the administration or interpretations of this Agreement, or with respect to the inequitable application of the rules, regulations and orders of the Police Department. However, nothing herein shall be construed to mean that wages or discretionary matters as defined in Article I of this Agreement nor those matters which are excluded from arbitration by operation of law shall be subject to this grievance procedure.

Section 12.2 Chapter Representation

The Chapter Grievance Committee comprised of the Chapter's Executive Board and its legal counsel may appear at any meeting held pursuant to this grievance procedure, provided that, if either party desires to have counsel present, it shall give a three (3) day notice of that fact to the other party which notice may be waived.

Section 12.3 Time Limits

No grievance shall be entertained or processed unless it is submitted to the Grievance Committee within seven (7) standard working days after the occurrence of the event giving rise to the grievance or within seven (7) standard working days after the officer, through the use of reasonable diligence, knew or should have obtained knowledge of the occurrence of the event giving rise to the grievance. After contact with the Grievance Committee the member has seven (7) standard working days to submit the grievance towards the procedural Step One (1) below. If a grievance is not presented within the time limits set forth herein, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the Chapter may elect to treat the grievance as denied at that Step and appeal the grievance to the next Step within the designated time limits. The time limit in each Step may be extended by mutual written agreement of the Village and Chapter representatives involved in each step.

Section 12.4 Procedure

STEP 1

Except for grievances over the denial of vacation selection which shall initially be filed at Step 2, the grievance must first be raised in writing by the officer who will first attempt to resolve the grievance or problem with the Designated Supervisor not in the bargaining unit through formal discussion of issues involved. Every attempt should be made to settle the issue at this level. The Designated Supervisor shall respond in writing to the grievance within seven (7) standard working days after it is presented.

STEP 2

If the Officer's grievance or problem has not been resolved at the Designated Supervisor's level, the officer, within seven (7) standard working days after the Designated Supervisor's Step 1 response, may present the grievance in writing to the Chief of Police. The Chief of Police shall consider the matter and prepare a written response to the Chapter within seven (7) standard working days after presentation.

STEP 3

- A. If the grievance, except for grievances over the denial of vacation selection, is not resolved by the Chief's response, the Chapter shall have seven (7) standard working days after the Chief's response in Step 2 to appeal the matter by written notice to the Village Manager. The reasons for the appeal shall be stated by the Chapter in writing. Upon completion of an administrative hearing attended by the grievant and the Chapter's Grievance Committee and the Village Manager and/or his designees, to be scheduled within thirty (30) calendar days of the Chapter's Step 3 appeal, the Chapter shall receive, within seven (7) standard working days after the administrative hearing, a written statement of the Village Manager's findings.
- B. If a grievance over the denial of vacation selection is not resolved by the Chief's response, the Chapter shall have seven (7) standard working days after the Chief's response in Step 2 to appeal the matter by written notice to the Village Manager. The reasons for the appeal

shall be stated by the Chapter in writing. Upon completion of an administrative hearing attended by the grievant and the Chapter's Grievance Committee and the Village Manager and/or his designees, to be scheduled within seven (7) calendar days of the Chapter's Step 3 appeal, the Chapter shall receive, within seven (7) standard working days after the administrative hearing, a written statement of the Village Manager's findings.

Section 12.5 Arbitration

If the grievance(s) remain(s) unadjusted the Chapter may, within thirty (30) calendar days from the receipt(s) of the Village Manager's Step 3 findings, file a written notice requesting binding arbitration between the union and the Village of Romeoville. If the parties are unable to mutually agree upon an acceptable arbitrator, the Federal Mediation and Conciliation Service ("FMCS") shall be requested to provide a list of seven (7) arbitrators. The parties agree the Union shall request the FMCS to limit the panel to members of the American Arbitration Association or the National Academy of Arbitrators and having an office in Illinois. Either party should be entitled to strike one entire list and request a second panel of arbitrators. Both the Village and the Chapter shall have the right to strike three (3) names from the list. A toss of a coin shall determine who shall strike the first name; the other party shall then strike one name. The process shall be repeated until one name remains. The remaining person shall be designated as the arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this agreement. He/she shall only consider and make a decision with respect to specific issues submitted by the Village and the Chapter and shall have no authority to make any decision on any other issue not so submitted. The arbitrator shall be without power to make a decision contrary to or inconsistent with, any applicable laws. The arbitrator shall not in any way limit or interfere with the power, duties or responsibilities of the Village under statutory law and applicable court decisions. The arbitrator's decision shall be final and binding.

Expenses for the arbitrator's services shall be borne equally by the Village and the Chapter.

It is agreed that promotion matters subject to jurisdiction of the Police and Fire Commission shall not be subject to this grievance procedure. Oral reprimands shall not be subject to this grievance

procedure. If a written record is made of an oral reprimand, the officer must be given the opportunity to attach his own explanation of the incident. Written reprimands shall be subject to Step 1 through Step 3 of this grievance procedure but shall not be subject to arbitration.

ARTICLE XIII

PUBLIC SECURITY

The Chapter recognizes that strikes and/or work stoppages by public employees are contrary to Illinois Law. The Chapter, its officers and agents, and members of the bargaining unit, agree that there shall be no strikes, stoppages of work, slowdowns or interruption of the service of any kind, and they shall not take off an unusual number of sick days without a physician's verification of illness. The Village agrees not to lock-out any member of the bargaining unit.

It shall be deemed a violation of this Agreement if the Village or the Chapter or members of the bargaining unit commit any acts or actions prohibited by this Article.

ARTICLE XIV

BASIC WORK SCHEDULE

Section 14.1 Change In Schedule

The Chief of Police shall be entitled to implement schedule changes as appropriate; however, prior to any change in the present work schedule, the Village shall notify the Chapter and, at the Chapter's request, enter into discussion with it concerning the proposed change. Following a meeting with the Chapter, the Chief of Police shall notify the Chapter and the members of his final decision regarding schedule changes.

Section 14.2 Shift Bidding

Patrol personnel and patrol sergeants will be allowed to choose their patrol shift schedule preference by seniority (i.e., greatest seniority receives first request). In order to assign personnel to requested shifts that are available, each officer must list first, second, and third choice of shift for upcoming patrol schedules.

Patrol schedules are to be assigned for not less than a three-month period of time. During such time it will be permissible to trade shifts with other personnel who wish to do so with the approval of the Chief of Police or his designee.

The Chief of Police reserves the right to reassign officers and sergeants to different platoons or shifts than the officer or sergeant's preferred shift in the event of documented unsatisfactory performance (i.e. low productivity, sick time abuse, etc.) or due to other operational needs. The decision of shift assignment is the sole discretion of the Chief and shall not be subject to the grievance process other than to challenge an assignment that is arbitrary or capricious.

Section 14.3 Schedule Change Notice

Officers will receive a minimum of forty-eight hours' notice of a shift change. In the event that an officer is notified less than forty-eight hours in advance of a shift change the officer will be paid at the rate of one and one-half (1 ½) times the normal straight-time rate for the duration of the scheduled shift change, unless the schedule change is a result of illness or injury to another Department member, or some other circumstance that is beyond the control of the Department..

Officers will receive a minimum of fourteen (14) days' notice of a shift change for Romeofest, Founders' Day Parade, New Year's Eve, Independence Day, Halloween, and Roadside Safety Checks. In the event that an officer is notified less than fourteen (14) days in advance of these listed events, the officer will be paid at the rate of one and one-half (1 ½) times the normal straight-time rate for the duration of the scheduled shift change, unless the schedule change is a result of illness or injury to another Department member, or some other circumstance that is beyond the control of the Department.

Section 14.4 Lunch Breaks

8 Hour Shift

Employees, whose attendance at their place of assigned duties at the time prescribed by the department to which they are assigned will be compensated by a lunch break of one-half (1/2) of an hour; and a lunch break, when working a twelve (12) hour work schedule, of two (2) one-half (1/2) of an hour, or one (1) one hour lunch as determined by the Chief of Police or his designee. The normal workday shall consist of 8 hours of work which includes a thirty (30) minutes paid lunch. If an officer's lunch is interrupted by work duties, the officer's lunch will be rescheduled during the shift, if possible.

10 Hour Shift

The normal workday shall consist of 10 hours of work which includes a thirty (30) minutes paid

lunch. If an officer's lunch is interrupted by work duties, the officer's lunch will be rescheduled during the shift, if possible.

Modified 12-Hour Shift

The normal workday shall consist of 12 hours of work and one day of 8 hours of work, which includes a thirty (30) minute paid lunch. If an officer's lunch is interrupted by work duties, the officer's lunch will be rescheduled during the shift, if possible.

12 Hour Shift with Split Paid/Unpaid Lunch

The normal workday shall consist of 11.4 hours of work which includes .4 hours of paid lunch. Officers will also be allowed to take .6 hours of unpaid lunch in conjunction with their paid lunch. Officers unpaid lunch time (.6) hours will be used prior to the paid lunch time (.4) hours. If an officer's lunch is interrupted by work duties, the Officer's lunch will be rescheduled during the shift if possible. If officers are not able to use their (.6) hours of unpaid lunch time, they will be paid overtime for that portion of their unpaid lunch time that they were not able to use.

Section 14.5 Schedule Change

Schedule double-backs that require an officer to work day shift and then return to work for the midnight shift shall be avoided whenever possible due to safety considerations. In the event that this schedule cannot be avoided, the officer will be paid at the rate of one-and-one-half (1 ½) the normal straight-time rate for the duration of the midnight shift.

ARTICLE XV

NEW OFFICER ORIENTATION

The Chief of Police will notify the Chapter when a new patrol officer is hired and will advise the Chapter of the date and time of the new officer's orientation and the Chapter will be granted the opportunity to discuss the benefits of the Chapter.

ARTICLE XVI

RESIDENCY POLICY

In order to maintain their employment, members covered by this agreement must reside within a thirty (30) mile radius of the headquarters of the Police Department. Compliance with the residency policy will be in conjunction with the recruit probationary period.

ARTICLE XVII

EDUCATION AND TRAINING

Section 17.1

The Village and the Chapter will continue to encourage job related training and education programs for all members of this Chapter to improve the effectiveness of the member in performing their respective duties.

Section 17.2

It will be the responsibility of the members of this Chapter to arrange for the scheduling of their individualized training and educational programs as long as the efficient operation of the department is not affected.

Section 17.3

Employees of patrol officer rank who have earned an Associate Degree in law enforcement or a Bachelor Degree in any field, from an accredited college or university, shall be entitled to a grade increase in accordance with the wage schedules attached hereto as Appendix C.

Section 17.4

Individuals covered by this Agreement who are authorized to attend seminars or training programs, excluding recruit basic training, at a location and during hours different than their normal assignment shall be compensated by pay for travel distance in excess of a fifteen (15) mile radius of the Police Department Headquarters. Per Diem payments to officers under this Article will be paid in advance if the officer involved gives adequate notice prior to attending the seminar or training program.

Section 17.5 Employee Development

Employees shall be eligible for educational reimbursement pursuant to the Village's policy, which may be amended by the Village from time to time in the Village's sole discretion.

ARTICLE XVIII LEAVES OF ABSENCE

Section 18.1 Sick Leave

- A. Sick leave shall be allowed in case of actual personal sickness or disability. Sick leave may also be used for the care and attendance of a sick member of the employee's immediate family who is living in the same household as the employee.
- B. Sick leave shall be earned at the rate of eight (8) hours per each full calendar month of service and may be used only after it is earned. Employees with fifteen (15) or more years of service shall earn sick leave at a rate of twelve (12) hours per month. Employees with twenty (20) or more years of service shall earn sick leave at a rate of sixteen (16) hours per month. On duty disability shall not be charged to the accumulated non-duty sick leave of the employee. Any employee placed on inactive status or on non-pay leave status does not accumulate sick leave during these periods.
- C. Sick leave accumulation is unlimited, except that only a maximum of 275 days may be used for retirement benefits pursuant to Paragraph F below.
- D. Sick leave will be granted in minimum units of one-half ($\frac{1}{2}$) of an hour. To be eligible for sick leave with pay, an employee must notify his immediate supervisor no later than one (1) hour before the beginning of his reporting time. If the employee becomes ill during working hours, he must notify his supervisor before leaving work. When absence is for more than three (3) working days, the employee may be required to file a doctor's certificate with the Personnel Coordinator through his immediate supervisor. A supervisor may require a physician's note from an officer at any time as a matter of management discretion when an officer has utilized in excess of sixty (60) hours of sick leave in a calendar year.

Time off on FMLA or Disability leave will not be counted towards the 60 hour limit. The Employer still retains all rights to request physician's notes allowed by law (FMLA medical certification, ADA accommodations, Worker's Compensation, etc.).

- E. If an employee is being paid as a result of being able to use accumulated sick leave, holiday pay will be paid, if a holiday occurs, without counting against the sick leave. This policy may not apply if the employee is regularly scheduled to work a holiday and reports in sick for the holiday, except that the Chief of Police or his designee will grant such holiday pay to the employee who called-in sick, provided that the Chief of Police or his designee is satisfied that the employee had a legitimate cause for using another leave.
- F. Upon retirement from Village employment, retirees will be able to continue group insurance coverage until such time as the dollar amount of the group medical insurance premium equals the dollar value of the sick leave accumulated prior to retirement, not to exceed 2,200 accumulated sick hours. Retirement shall mean that an employee shall be immediately eligible for a monthly pension from a pension system funded by the Village and the retiree as a result of the retiree's service to the Village.

Upon retirement from Village employment, to the extent that sick leave accrual is available, the Village will match the retiree's cost of the monthly group insurance coverage using the scale in Appendix D until sick leave accrual is exhausted.

In this instance ONLY, the Village of Romeoville has established three rates of coverage for the benefit of the Retiree: Retiree Only; Retiree and Spouse; Retiree, Spouse and Family.

These rates enumerated in Appendix E will be reviewed by the Village yearly, and if there are any changes to be made, the Retirees will be so notified, and have the option to remain on the plan if they wish to do so.

This amount due for the type of coverage chosen by the Retiree will be paid monthly and used by the tenth (10th) of the month that the coverage is for. This amount will be paid to the Personnel Coordinator, so that records may be kept up to date. Then, said monies will be deposited by the Village Treasurer into the Village of Romeoville Health Insurance Fund.

- G. In the event the retiree dies, the surviving spouse shall be eligible for group medical coverage provided that the spouse is eligible for a monthly pension from the retirement system in which the retiree participated and sick leave accrual is available.
- H. The Village Manager and Chief of Police shall reserve the right to make any inquiry or otherwise investigate any sick leave circumstances at any time.

Section 18.2 Personal Day

- A. Employees shall be allowed twenty-four (24) hours of personal time per calendar year. This day may not be taken until after the first three (3) months of employment and then not less than one-half (½) day at a time.
- B. Personal Leave Day requests that would require the changing of another employee's schedule in order to grant the request must be submitted to the Chief of Police or his designee no later than five (5) days prior to use. Personal Leave Day requests that would not require the changing of another employee's schedule must be submitted to the Chief of Police or his designee no later than two (2) days prior to use. Personal Leave time may be used provided that the approval has been granted by the Chief of Police or his designee. The five (5) or two (2) day notice requirement may be waived in emergency situations by the Chief of Police or his designee.
- C. Any personal leave days not permitted to be taken before the end of the calendar year will not be forfeited, but will be allowed to be carried over to January 31st of the next calendar year. If the personal leave is not liquidated by that date it will be forfeited.

- D. Upon resignation, termination or retirement from Village employment, members of this Chapter will receive pay for earned personal leave hours.

Section 18.2(A) Fitness Personal Day

The physical fitness performance evaluations will be administered twice a year. Officers will have only one opportunity during each evaluation cycle to pass the test. Officers who pass all four tests of both physical fitness performance evaluations in a given year will receive an additional 8 hours, "Fitness Day" the following year.

Section 18.3 Vacation

- A. An employee shall earn vacation at the rate listed below. An employee must begin employment on the first working day of the month to earn vacation credit for that month. Vacation with pay may not be taken during the first six months of employment.

ACCUMULATION RATE

<u>YEARS OF CONTINUOUS EMPLOYMENT</u>	<u>ACCUMULATION RATE</u>
5 years or less	6.66 HOURS PER MONTH
6 through 10 years	10.00 HOURS PER MONTH
11 through 15 years	13.33 HOURS PER MONTH
16 or more years	16.66 HOURS PER MONTH

- B. Vacation selection will be made prior to March 1st by seniority, regardless of rank, as defined by Article IV, Section 1, for the time period from April 1st through March 31st of the next calendar year. Vacation time accumulated will not be taken in time less than one-half (½) a working day. Once an employee's vacation selection has been approved it will not be altered or changed absent an emergency.
- C. If an employee is being paid as a result of being able to use accumulated vacation leave, holiday pay will be paid, if a holiday occurs, without counting against the vacation leave.

- D. Vacation requests that would require the changing of another employee's schedule in order to grant the request must be submitted to the Chief of Police or his designee no later than five (5) days prior to use. Vacation requests that would not require changing another employee's schedule must be submitted to the Chief of Police or his designee no later than two (2) day prior to use. Vacation time may be used provided that approval has been granted by the Chief of Police or his designee. The five (5) or (2) day notice requirement may be waived in emergency situations by the Chief of Police or his designee."
- E. Employees may accumulate one-half ($\frac{1}{2}$) of their current vacation leave, in addition to any accumulated vacation leave for previous years, from year to year. However, the total vacation leave may not exceed twenty five (25) days/two hundred (200) hours.
- F. Employees must take vacation leave. When an absence due to sickness or disability begins prior to an employee's scheduled vacation time, the employee's vacation can be deferred until termination of the absence. Should a scheduled vacation leave be canceled, the employee will receive vacation leave at the earliest agreed upon time. Should scheduling or re-scheduling of vacation leave be not possible prior to the end of the calendar year, the employee so affected will be allowed to carry over into the next calendar year any accumulated vacation time which is beyond the one-half ($\frac{1}{2}$) accumulated earning of that year. However, the carried over vacation time must be liquidated by January 31st of the next calendar year or be forfeited.
- G. To provide an employee with his regular pay check on the last payroll day of work prior to starting vacation, the employee must notify the payroll department in writing in advance of the prior payroll issuance. Any pay for overtime earned during the pay period will be paid on the normal pay day.
- H. Upon resignation, termination or retirement from Village employment, employees will receive pay for their accumulated vacation leave, or at the option of the employee, may convert accumulated vacation leave to dollars applied toward the payment of the group insurance coverage premium.

Section 18.4 Maternity

Pregnancy shall be treated as any other disability, and sick leave shall be available for all pregnancy related illnesses, subject to the sick leave usage requirements of this Agreement. Male employees shall be entitled to one (1) day of a normal workday's leave upon arrival home of their child.

Section 18.5 Bereavement

Leave of absence with pay of up to three (3) consecutive days shall be granted an employee by the Chief of Police or his designee in the event of a death in the employee's immediate family. Said leave of up to three (3) consecutive days shall be for either: a) the day of, the day preceding, and the day after the funeral; or b) the day of the funeral and the two days preceding the funeral. Such leave (of up to three (3) days) shall be at full pay and will not be charged against accrued sick leave or vacation leave. In the event the employee must travel four hundred (400) miles or more for such leave, the Chief of Police or his designee shall grant one (1) additional day for mileage factor. Any request for bereavement leave in excess of three (3) days (excluding the one (1) day for travel time) will be subject to the approval of the Village Manager, and will be charged against accrued sick leave or vacation leave.

Definition of immediate family follows: Officer's spouse, child, parent, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild, grandparent, brother-in-law, sister-in-law, step-parents and step children of the current marriage or any other relative in the same house with the officer.

Section 18.6 Leave for Elected Office

Any employee, who is elected to public office which temporarily prevents the member from working while holding his or her public office shall upon request, be granted a leave of absence for the duration of the elected term.

Section 18.7 Voting Time

Bargaining unit employees shall be granted up to two (2) hours with pay to vote on election days. Notice must be submitted to the Chief of Police or his designee no less than three (3) days prior to use of this time.

Section 18.8 Holidays

The following, and any other days that may be designated by the Village, are holidays for members of the bargaining unit:

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in Feb.
Good Friday	Determined by Calendar
Memorial Day	As Designated by State Law
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

Those members of the bargaining unit who are normally scheduled to work on the day the holiday falls, but are scheduled to be off by the administration, will receive their normal workday of pay (8, 10, or 12 hrs) for the holiday at their regular hourly rate of pay.

If the holiday falls on a regularly scheduled day off, and the holiday will be in addition to the officers standard eighty (80) hour work period, then the officer shall receive eight (8) hours of pay for the holiday at their regular hourly rate of pay.

Those members of the bargaining unit who are scheduled to work on a holiday listed shall be paid two and one-half (2 ½) times their regular hourly rate of pay for the entire time worked during the twenty-four hour time period that encompasses the holiday.

The twenty-four hour holiday time period will be as follows for officers working an 8 hour shift:

Midnight Shift	11:00 pm on the day prior to the holiday to 10:59 pm on the day of the holiday
Day Shift	11:00 pm on the day prior to the holiday to 10:59 pm on the day of the holiday
Afternoon Shift	3:00 am on the day of the holiday to 2:59 am on the day following the holiday
Power Shift	7:00 am on the day of the holiday to 6:59 am on the day following the holiday

The twenty-four hour holiday time period will be as follows for officers working a 10 –hour shift:

Midnight Shift	10:00 p.m. on the day prior to the holiday to 9:59 p.m. on the day of the holiday.
Day Shift	11:00 p.m. on the day prior to the holiday to 10:59 p.m. on the day of the holiday
Afternoon Shift	5:00 a.m. on the day of the holiday to 4:59 a.m. on the day following the holiday

The twenty-four hour holiday time period will be as follows for officers working a 12 hour shift:

Day Shift	12:00 am on the day of the holiday to 11:59 pm on the day of the holiday
Night Shift	12:00 pm on the day of the holiday to 11:59 am on day following the holiday.

Any member of the bargaining unit not scheduled to work who is called in for emergency work, holiday court, etc., on the above listed holidays, in addition to eight hours of holiday pay, will receive one and one-half (1 ½) times their regular rate of pay for the first eight (8) hours worked, with a minimum of three (3) hours pay, and two and one-half (2 ½) times their regular hourly rate of pay for time worked after the first eight hours worked.

- A. If an officer works the holiday, but fails to report to work on the regularly scheduled shift immediately prior or following the holiday, he shall not be entitled to premium pay for the holiday unless his absence on the shift before or after the holiday is excused by the Chief of Police.
- B. When a holiday falls on a Saturday, the holiday will be observed on the preceding Friday for those officers not scheduled to work on Saturday and when the holiday occurs on a Sunday, the holiday will be observed on the following Monday for those officer not scheduled to work on Sunday.

Section 18.9 Disability Leave

Upon written request, an employee, who is unable to perform his duties because of a continuing illness or injury, and who has exhausted all paid leaves and other paid time off as a result of said illness or injury, shall be placed on an unpaid disability leave, for a period of not more than one (1) year.

As a condition of the granting or continuation of the leave, the Village may request that the employee provide medical verification of the continuing illness or injury, at the time of the initial request for leave, and at monthly intervals thereafter. At any time during said leave, the Village may direct that the employee be examined by physician designated by the Village, at the Village's expense.

Upon return to Village employment, the employee may be requested to provide a doctor's certificate verifying the ability to perform duties normally associated with that position.

An employee shall not receive any benefits during the unpaid leave period, except that, seniority will continue to accumulate provided the member has a minimum of five (5) years of continuous service prior to the commencement of the unpaid leave period. While on said unpaid leave, an employee may continue in the Village's health insurance program by paying to the Village, the entire monthly premium due for the type of coverage selected.

This policy does not supersede 5 ILCS 345/1 *et. seq.* herein made a part of this agreement and set forth for reference as Appendix F.

Section 18.10 General Leave Without Pay

- A. Upon written request by an employee, the Village, at its sole discretion, may grant the employee an unpaid leave of absence for a period of time not to exceed 1 year. The written request shall, as a minimum indicate the reason for the leave, the start date and the end date of the requested leave, and the other pertinent information which the Village may require.
- B. An employee may not take an unpaid leave of absence for the purpose of engaging in other employment or for an illness or injury covered by Section 18.9.
- C. An employee shall not receive any benefits during the unpaid leave period. While on said unpaid leave, an employee may continue in the Village's health insurance program by paying to the Village, the entire monthly premium due for the type of coverage selected.

Section 18.11 Absence Without Leave

- A. Absence without prior authorization by an employee's supervisor shall be considered unauthorized leave of absence and shall subject the employee to discipline, up to and including discharge. Three (3) consecutive days of absence without leave shall be deemed a resignation. The employee may be reinstated provided upon his return, he furnishes satisfactory reasons for not having obtained prior permission.
- B. Failure, by an employee, to return from a leave of absence on the designated day shall be deemed a resignation. The employee may be reinstated provided upon his return, he furnishes satisfactory reasons for not having returned to work on the designated day.

Section 18.12 Family Medical Leave

Employees may apply for and receive family leave pursuant to and in accordance with the provisions of the Federal Family and Medical Leave Act of 1993. Notwithstanding the provisions of the FMLA, an employee taking leave to which he or she is entitled under the FMLA may

substitute, at the employee's discretion, any paid leave earned under this agreement for any unpaid FMLA leave taken by the Employee. The Village shall not require an Employee to substitute any paid leave earned under this agreement for unpaid leave taken under the FMLA without the consent of the employee.

ARTICLE XIX

TIME-CHANGE POLICY

The practice of paying bargaining unit members eight (8) hours of pay for seven (7) hours of work for working the first shift on the Sunday in March when Standard Time changes to Daylight Savings Time, will continue as in the past. Also, the practice of paying the bargaining unit members one (1) hour overtime for working nine (9) hours instead of eight (8) on the first shift on the Sunday in November when the time changes back to Standard Time, will continue as in the past.

The practice of paying bargaining unit members ten (10) hours of pay for nine (9) hours of work for working the first shift on the Sunday in March when Standard Time changes to Daylight Savings Time, will continue as in the past. Also, the practice of paying the bargaining unit members one (1) hour overtime for working eleven (11) hours instead of ten (10) on the first shift on the Sunday in November when the time changes back to Standard Time, will continue as in the past.

The practice of paying bargaining unit members twelve (12) hours of pay for eleven (11) hours of work for working the first shift on the Sunday in March when Standard Time changes to Daylight Savings Time, will continue as in the past. Also, the practice of paying the bargaining unit members one (1) hour overtime for working thirteen (13) hours instead of twelve (12) on the first shift on the Sunday in November when the time changes back to Standard Time, will continue as in the past.

ARTICLE XX

CHAPTER BUSINESS

Section 20.1 Chapter Activity During Working Hours

Employees shall, after giving appropriate notice to their supervisor, be allowed reasonable time off with pay during their regular working hours to attend grievance hearings, negotiating meetings with the Village, labor/management meetings, committee meetings and activities if such

committee or activities have been established by the Village and if such members are required to attend such meetings by virtue of being Chapter representatives, witnesses, or grievants.

Section 20.2 Access to Premises by Chapter Representatives

The Village agrees the Chapter staff representatives shall have reasonable access to designated areas of the Village premises so long as they give notice upon arrival to the appropriate Village representative and provided that such visits do not interfere with normal operations. Such visitations shall be for the reason of the administration of this Agreement. Nothing contained herein shall be construed as authorizing or permitting the Chapter or officers to engage in Chapter activities in the presence of the public or as permitting the convening of a Chapter caucus or meeting on Village time to consider a matter which can reasonably be discussed by the officers on non-work time.

Section 20.3 Bulletin Boards

The Chapter shall be entitled to use a bulletin board in the briefing room. Items posted by the Chapter shall not be political, partisan or defamatory in nature and must be approved prior to posting by the Chief of Police and a member of the Union Executive Board.

Section 20.4 Information Provided to Union

When changes occur, the Village shall notify the Chapter in writing of the following personnel transactions involving bargaining unit persons: New hires, promotions, check offs, layoffs, re-employment, transfers, leaves, returns from leave, suspensions, discharges, terminations, and Social Security Numbers.

In addition, the Village shall furnish the Chapter every six (6) months the current seniority rosters and re-employment lists, applicable under the seniority provisions of this Agreement.

ARTICLE XXI

EXTRA DETAILS AND DUTY ASSIGNMENTS

Appendix G on Extra Details and duty Assignments is hereby made a part of this agreement.

ARTICLE XXII

UNIFORMS AND EQUIPMENT

Section 22.1

The Village will continue to provide to the employees a full set of summer and winter uniforms and other determined and appropriate departmental apparel.

Section 22.2

To those officers assigned to a primary non-uniform duty by the Chief of Police, a six hundred and twenty-five (\$625) clothing allowance per year per person will be provided.

Section 22.3

The Village will continue to repair and replace any portion of the department uniform that is worn or damaged. If payment is received through a court order or otherwise for the damaged uniform, such payment will be remitted to the Village.

Section 22.4

Should any personal items worn, carried or used by an employee become damaged, ruined or destroyed while in the course of an officer's duties, the Village will pay the employee up to one-hundred dollars (\$100) for the loss of the personal property upon receipt of the documentation on the cost of the newly purchased replaced item. The following items which are mandated by the Village and are purchased by the member shall be covered one hundred percent (100%) by the Village in the event of destruction in course of duty or as a result of a seizure for evidence: handcuffs, leather cases, flashlight, shoes, and ballistic vest. In the event of seizure of a firearm for evidence, the Village will loan a firearm until the seized firearm is returned to the employee. Regarding the loss of glasses and teeth in particular, the Village will pay the total cost of repair and replacement upon receipt of documentation of the cost of the repair and/or replacement. A written explanation will be forwarded to the Chief of Police stating the conditions and circumstances relative to the said loss of the personal property item. The Village shall have the right of subrogation against any third person for all payment made to employees under this section.

Section 22.5

Upon the expiration date of the certification of body armor, the Village shall reimburse officers up to \$800.00 for new body armor. Employees that are reimbursed for body armor shall be required to wear same as part of their duty uniform.

**ARTICLE XXIII
EMPLOYEE ASSISTANCE PROGRAM**

The Village's Employee Assistance Program, as adopted November 20, 1991 is incorporated as part of this agreement.

**ARTICLE XXIV
ENTIRE AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. No other matter shall be subject to re-negotiations unless mutually agreed upon between the parties and no amendments or other agreements shall be effective unless in writing and signed or initiated by both parties.

None of the provisions of this Agreement shall be construed to require the Village or the Chapters to violate any federal or state laws. In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion specified in the court's decision; and upon issuance of such a decision, the Village and the Union agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

**ARTICLE XXV
WAGES**

Section 25.1 Wage Schedules

Wages shall be as provided in the schedules attached hereto as Appendix C. Wages shall be retroactively effective as of May 1, 2015 for all employees employed as of the execution of this agreement and those employees who have retired, or retired on a disability pension.

Section 25.2 Longevity Stipend

In recognition of an employees years of consecutive service to the Village an annual longevity stipend will be awarded. This stipend will be awarded on an annual basis with the first payroll issued after the annual fiscal year budget is approved by the Village Board.

<u>Years of Service</u>	<u>Stipend</u>
1-4	\$0.00
5-9	\$300.00
10-14	\$500.00
15-19	\$800.00
20-24	\$1,000.00
25+	\$1,500.00

Section 25.3 Stipends

- A. Sergeant Stipend: Employees holding the rank of Sergeant on May 1st of each calendar year shall receive an annual Sergeant stipend of \$2,000.00. This stipend is awarded in recognition of their respective rank and supervisory skills.

Employees holding the rank of Sergeant and also assigned as a Detective on May 1st of each calendar year shall receive an additional annual stipend of \$2,000.00.

Employees holding the rank of a Traffic Sergeant on May 1st of each calendar year shall receive an additional annual stipend of \$600.

- B. Specialty Stipend: Employees assigned as Tactical Officers, Crime Scene Investigators, and Certified Accident Reconstructionists on May 1st of each calendar year shall receive an annual stipend of \$1,500.00. Employees assigned as Traffic Officers, Field Training Officers, Evidence Technicians, Range Instructors, or Bilingual Officers on May 1st of each calendar year shall receive an annual stipend of \$600.00. Bilingual Officers must

successfully demonstrate proficiency in a foreign language to be considered to receive the assignment.

An officer will not be compensated for more than two (2) specialty positions. Officers receiving Crime Scene Investigator stipends may not also receive Evidence Technician Stipends. Officers receiving Certified Accident Reconstructionist stipends may not also receive Traffic Officer stipends

Section 25.4 Canine Officer Compensation

All on-duty hours worked with the canine are done pursuant to the officer's regular, law enforcement duties.

A. Off-duty Care

The following duties of the canine officer may be performed off-duty and will be paid at the canine care rate of pay:

1. Feeding on off-duty days and on-duty days, as appropriate
2. General clean-up of the kennel or other place where the dog is kept, and cleaning up after the dog
3. Light exercise on off-duty days
4. Trips to the veterinarian

B. Canine Care Rate of Pay

The canine care rate of pay shall be \$30 per hour

Officers assigned to canine care will be compensated for one half hour of overtime per day at the canine care rate to engage in canine care (3 ½ hours per week = \$157.50 per week).

C. Time Above Routine Care

Canine officers are not to spend more than 3 ½ off-duty hours per week for canine care.

However, if additional care requires time beyond the weekly allowance, the officer shall first seek approval of the Chief or his designee prior to working the additional hours. All additional overtime above 3 ½ off-duty hours shall be reported, including the date, time, and an

explanation of the required activity, to the Chief, or his designee, no later than Monday morning immediately following the end of the preceding week.

ARTICLE XXVI PHYSICAL FITNESS

All employees who are hired after May 1, 1990 will be required to meet the Romeoville Police Department Physical Fitness Standards. Each member must successfully complete the program bi-annually, which will be administered by a certified physical fitness instructor. The guidelines and requirements will be set forth in the PHYSICAL FITNESS PERFORMANCE REQUIREMENTS CHART (Appendix H).

Employees who fail to meet the physical standards may be subject to discipline.

ARTICLE XXVII WELLNESS PROGRAM

The purpose of this program is to provide the Romeoville Police Department with a health/risk reduction program which is research based.

One of the most compelling reasons for worksite health promotion programs is the greater emphasis insurance companies are placing on controllable risk factors to determine an organizations insurance risk. Since seventy percent (70%) of all health care costs arise from controllable habits, many insurers are considering employer's efforts to decrease controllable risk in determining group health insurance premiums. Self-insured groups can also realize cost reductions through early detection, treatment, and education of their employees regarding risk factors. Our risk reduction programs focus on these controllable factors.

Phase I of the program consists of risk identification and awareness through health screening evaluations. These evaluations provide the following:

1. Baseline health status against which improvement may be measured, and program may be based.
2. Identify health problems that can be affected by lifestyle changes.
3. Identify health problems that require immediate attention.
4. To meet the requirement of various regulatory agencies (i.e. ANSI, OSHA, NFPA, EPA, etc.) in providing health evaluation/risk management programs for departments such as fire, police, or public works department personnel.

Phase II consist of the intervention and risk reduction portions of our program. This is accomplished through education, counseling (group and individual) and behavior modification programs delivered on site. The goal of the intervention program is to assist the individual in maintaining a functional level of physical fitness.

The key aspect of this program is our database which is used to measure the effectiveness of these programs. These data analysis permit us to predict measurable trends in employee health care utilization, effective methods of controlling risk, and provides a financial impact statement to the employer regarding present and projected health care expenditures. In addition, this database will eventually allow us to draw conclusions as to health status and trends for this occupational group.

PROGRAM OVERVIEW

1. Evaluation: to provide information regarding present health status or changes in health status of an individuals' risk to preventable disease. Evaluations will consist of the following:
pre-placement: See attachment A
periodic evaluations: See attachment B
maintenance evaluations: See attachment C
evaluation program for current employees: See attachment D
2. Intervention: The intervention program will be based upon the needs assessed in the evaluation portion of the program. The intervention program will consist of either

individual or group sessions which will be designed to increase awareness of risk factors and how these factors can be controlled or decreased. These services will be billed on an hourly basis.

A. The intervention program may include one or more of the following (based upon need as assessed by the health screening evaluations):

- | | |
|-------------------------------------|---|
| - Group Consultation | - Smoking Cessation |
| - Individual Counseling | - Risk Awareness |
| - Fitness Education/Training | - Reduction Education |
| - Nutritional Assessments/Education | - Sponsored Events/Competition
(motivations) |
| - Stress Management | - Injury Prevention/Avoidance |
| - Back Assessment/Education | - weight reduction |

3. Standardization: The information obtained by the evaluations will assist in establishing criteria for standards for occupational health risk patterns and job related performance.

4. Ongoing Program/utilization Evaluation & Trend Analysis: Yearly analysis will be generated for participating departments and will provide analysis of health/risk trends for employees enrolled in the program. In addition to the trend analysis, an evaluation of program effectiveness as well as insurance utilization trends and cost projections will be provided.

WELLNESS PROGRAM ATTACHMENT A
PRE-PLACEMENT EVALUATION

The purpose of this evaluation is to establish baseline data as well as to provide a medically-based screening tool for candidates. For fire department candidates, this screening complies with N.F.P.A. 1001 standard for firefighter professional qualifications.

Medical, Physical Activity and Occupational/Environmental History

Physician's Physical Exam (including musculoskeletal Evaluation)

12-Lead ECG (rest, exercise, recovery)

Graded Exercise Stress Test and Oxygen Consumption Measurement

Blood Chemistry Profile (Chem 24)

Serum Lipid Analysis

Complete Blood Count (CBC)

Routine Urinalysis

Body Composition Analysis (H2O, skinfolds, impedance)

Spirometry (Pulmonary Function)

Audiometry

Visual Activity

Field of Vision (peripheral Vision)

Tonometry (Glaucoma Screening)

Expanded Drug Panel (with automatic gas chromatography/mass spectrophotometry for positive results)

Chest X-Ray

TB Skin Test

Hemocult

Exercise Prescription

WELLNESS PROGRAM ATTACHMENT B

Periodic Evaluation:

These evaluations shall provide data which will enable us to track trends in an individual's health profile as well as a trend analysis of the health of the entire population.

Medical, Physical Activity and Occupational/Environmental History

Physician's Physical Exam (Includes musculoskeletal Evaluation)

12-Lead ECG (rest, exercise, recovery)

Graded Exercise Stress Test and Oxygen Consumption Measurement

Blood Chemistry Profile (Chem 24)

Serum Lipid Analysis

Complete Blood Count (CBC)

Routine Urinalysis

Body Composition Analysis (skinfolds method)

Spirometry (Pulmonary Function)

Audiometry

Visual Activity

Field of Vision (peripheral Vision)

Tonometry (Glaucoma Screening)

T.B. Skin Test

Hemocult

Exercise Prescription

This evaluation is to be performed according to the following time table:

Ages 20-29 2 evaluations

Ages 30-39 3 evaluations

Ages 40-49 4 evaluations

Ages 50-59 Every other year

Ages 59+ Annually

WELLNESS PROGRAM ATTACHMENT C

Maintenance Evaluations:

These evaluations should be performed on an annual basis during those years that the periodic evaluation is not performed.

Medical, Physical Activity & occupational/Environmental History

Physical Exam

Pulmonary Function

Audiometry

Visual Acuity

Tonometry

Field of Vision

Blood Chemistry Profile (Chem 24)

Serum Lipid Profile

Complete Blood Count (CBC)

Routine Urinalysis

TB Skin Test

Hemocult

Consultation

WELLNESS PROGRAM ATTACHMENT D

HEALTH EVALUATION PROGRAM FOR CURRENT EMPLOYEES

The following are standard evaluation packages which are available to your current employees through the Center for Exercise Science and Cardiovascular Research:

STANDARD EVALUATIONS

Medical and Physical Activity/History
Cardiac Exercise Stress Test (GXT)
12 Lead ECG (Rest, Exercise, Recovery)
Oxygen Consumption Measurement
Blood Chemistry Profile (Chem 24)
Serum Lipid Analysis (Coronary Risk Panel)
Complete Blood Count
Routine Urinalysis
Body Composition Analysis
Spirometry (Pulmonary Function)
Exercise Prescription
Consultation
CHEP

EXECUTIVE EVALUATION

Medical and Physical Activity/History
Cardiac Exercise Stress Test (GXT)
12 Lead ECG (Rest, Exercise, Recovery)
Oxygen Consumption Measurement
Blood Chemistry Profile (Chem 24)
Serum Lipid Analysis (Coronary Risk Panel)
Complete Blood Count
Routine Urinalysis
Body Composition Analysis

Spirometry (Pulmonary Function)

Audiometry

Visual Acuity

Field of Vision (Peripheral)

Tonometry (Glaucoma Screening)

Exercise Prescription

Consultation

All recommendations for intervention programs will be based upon need as assessed in the health evaluations. These will be done on a volunteer basis.

ARTICLE XXVIII
DRUG FREE WORKPLACE

Section 28.1 Policy

It is the policy of the Village of Romeoville that all Village officers be drug free in order to ensure that officers can perform their duties without endangering themselves or the public.

Village officers are expected to be drug free at all times that they are in the workplace. This means that no measurable amount of drugs shall be present in the employees system while on the job, either during the regularly scheduled workday or any overtime or emergency work. Officers must realize that many legal and illegal drugs used for recreational purposes may remain in the system for several days, and that residual amounts of legal and illegal drugs discovered in the system are included in this policy.

Section 28.2 Definitions

For the purposes of this policy, the word "drug" shall have the definition as set forth in ILCS 720/570 Il. Controlled Substances Act. In addition, drugs shall be further broken down into the following categories:

- A. Illegal Drugs: Any drug for which the use, possession or sale by any person is prohibited by either Federal or State Law.
- B. Prescription Drugs: Any drug for which the use, possession or sale by any person is prohibited by either Federal or State Law without a valid prescription from a doctor.
- C. Over the Counter Drugs: Any drug for which the use, possession or sale by any person is not prohibited by either Federal or State Law and for which no valid prescription is required.
- D. Officer: All sworn police officers of the Village of Romeoville.

For purposes of this policy, the "abuse" of prescription drugs or over-the-counter drugs shall be defined as the use of prescription drugs or over-the-counter drugs in amounts greater than those prescribed by a doctor in the case of prescription drugs, or in amounts greater than recommended by the manufacturer, in the case of over-the-counter drugs.

Section 28.3 Medication

Any officer who is taking prescription or over-the-counter medicine (drugs) shall notify his/her immediate supervisor of the medication prescribed when product information or doctor or pharmacist warnings indicate that the substance may be reasonably expected to impair the employee's performance. The nature of the illness or injury, and any precautions that should be taken as a result of the drugs used, i.e., should not drive or operate equipment, should avoid exposure to the sun, etc., shall be furnished to the supervisor as well.

Section 28.4 Testing

A. All police officers of the Village shall be required to submit to a test for the presence of drugs as outlined below.

1. A supervisor may order a drug test when there is evidence that an officer is impaired or incapable of performing his/her assigned duties. "Evidence" shall include reduced productivity, excessive accidents involving Village vehicles or equipment, a single accident inflicting damage to Village vehicles or equipment in excess of \$250.00, excessive absenteeism or tardiness, or other behavior inconsistent with previous performance, including long term or sudden physical or personality traits documented in the "Condition of Officer Report " form (Appendix I). Evidence shall always be documented by the supervisor with said Condition of Officer Report.

The contents of the documentation shall be made available to the officer upon request.

2. A supervisor shall order a drug test in the following cases:
 - a) Where there is reasonable suspicion of the use, possession or sale of illegal drugs or prescription drugs without a prescription on the job; or

- b) Where there is reasonable suspicion of the use, possession or sale of illegal drugs or prescription drugs without a prescription preceding reporting to work or at any other time; or
- c) Where there is reasonable suspicion of the abuse of prescription drugs or over-the-counter drugs on the job, preceding reporting to work or at any other time.

For the purposes of subsections (a) through (c), "reasonable suspicion" means an articulable belief based on specific facts and reasonable inferences drawn from those facts that an officer is under the influence of drugs, or is using, in possession of or selling drugs. Circumstances which constitute a basis for determining "reasonable suspicion" may include, but are not limited to:

- 1) a pattern of abnormal or erratic behavior; or
- 2) information provided by a reliable and credible source; or
- 3) a work related accident' or
- 4) direct observation of drug use; or
- 5) presence of the physical symptoms of drug use (i.e., glassy or bloodshot eyes, slurred speech, poor coordination, and/or reflexes.

Supervisors are required to detail in writing, in the Condition of Officer Report, the specific facts, symptoms, or observations which formed the basis for their determination that reasonable suspicion existed to warrant the drug testing of an officer. No such drug test shall be ordered until a Condition of Officer Report has been completed.

- 3. A supervisor may order a drug test in the following cases:
 - a) Where the officer exhibits an unnecessary use of force or other irrational behavior; or
 - b) Where there is serious on-duty injury to the officer or another person; or
 - c) Where there is damage to the Village vehicles or equipment in excess of \$250.00; or

- d) Where the officer is transferring into or out of any one of the following specialized units or positions;
 - 1) The detective unit; or
 - 2) The juvenile unit; or
 - 3) The hostage containment and hostage negotiating team unit; or
 - 4) The special operations group unit; or
 - 5) Property Officer

- 4. As part of a Police Department wide program covering all sworn members, all employees shall be subject to random drug testing. Employees shall be assigned a permanent number, and a complete list of bargaining unit members and their designated numbers shall be provided to the Union quarterly beginning in January of each year. The selection of those to be tested shall be determined by a random drawing conducted by the Chief of Police and/or Designated Supervisor not in the bargaining unit from a container in which all bargaining unit members' numbers have been placed. The Chief will be permitted to have four random drawings per year with a maximum of twenty-five percent (25%) of total bargaining unit membership tested per drawing. No employee will be subject to more than three (3) random tests per calendar year. Once an employee has been selected for three (3) random tests in a single calendar year, his/her number shall be removed from the drawing until commencement of the following calendar year. Random testing shall only affect bargaining unit personnel when it applies to all sworn police personnel. Violation of the selection process set forth herein below shall be subject to the grievance procedures established in this Agreement.
 - a) The Chief, without looking, will select officers for random testing by picking the assigned permanent numbers out of a container. Prior to drawing the first number in the selection process, the Chief of Police or his designee and a representative from the Union shall mutually confirm that every employee to whom a permanent number has been assigned will be subject to selection for random drug testing unless his/her name has been removed because he/she

has already been selected three (3) times in the current calendar year. The selection of numbers will be witnessed by a member of the Chapter chosen by the Chapter. After an officer is selected, the testing will proceed as described in this Article.

b) The Chief of Police or his designee will inform the selected employee when the employee is to appear at the collection site. No advance notice, other than as required by Subpart D2 herein, will be given to employees. Any problems with notifying an employee will be conveyed to the Chief of Police.

1) An employee who is unavailable for either of the following reasons will automatically be excused from testing by the Chief of Police.

(a) Any vacation, regular, compensatory, personal or sick time, if regularly scheduled and approved prior to the time notification is made to be at the testing site.

(b) Service-connected injury leave, authorized leave of absence, suspension from duty, military leave or weekend drills.

B. Before a drug test is administered, officers will be asked to sign a consent form authorizing the test and permitting release of test results to those Village employees/officials with a need to know. For purposes of this policy, those Village employees/official with a need to know shall be defined as the Village Manager, the supervisor who requested the drug test, the Chief of Police. The consent form shall provide space for officers to acknowledge that they have been notified of the Village's drug testing policy and to indicate current or recent use of prescription or over-the-counter medication drugs.

The consent form shall also set forth the following information:

1. the procedure for confirming an initial positive test result;

2. the consequences of a confirmed positive test result;
 3. the right to explain a confirmed positive test result; and
 4. the consequences of refusing to undergo a drug test.
- C. The testing for drugs will be made on a urine sample to be provided at the designated testing facility. Once the officer commences the drug testing procedure at the designated testing facility, the officer shall remain in the testing area, under observation, until completion of the sample acquisition process. Reasonable amounts of water may be given to the officer to encourage urination. Where the officer appears unable, or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug-test report form. Failure to submit a sample shall be considered a refusal to submit to a drug test.

An officer who refuses to consent to a drug test shall be subject to disciplinary action up to and including termination. The reason(s) for the refusal shall be considered in determining the appropriate disciplinary action.

- D. Reporting for testing shall be as follows:
1. Officers who are scheduled for a non-random drug test shall be transported to the designated testing facility, medical facility or laboratory by one (1) of the officer's supervisors or his/her designee. The testing for drugs will be made on a urine sample to be provided at the testing facility, medical facility or laboratory. After the sample is given, if the supervisor determines that the officer is unable to return to work, the supervisor or his/her designee will see that the officer is safely transported home.
 2. Officers who are scheduled for a random drug test shall report to the designated testing facility. Off duty officers shall have six (6) hours, from the time of notification by the Department, to provide an acceptable urine sample at the designated testing facility, pursuant to this policy. The failure to provide an acceptable urine sample within the designated time shall be considered a refusal to submit to a drug test. On

duty officers shall report to the testing facility to provide an acceptable urine sample at a time designated by the Chief of Police or his designee.

- E. All urine tests conducted under this policy shall include a split sample and the option for the officer to conduct a test of the split sample at the officer's own expense. A chain of custody shall be kept by the testing facility, medical facility and/or laboratory used by the Village for all samples and split samples. Any testing facility, medical facility and/or laboratory used by the Village shall maintain a record of each officer's sample which shall be made available to the officer affected upon request.
- F. When drug testing is required under the provisions of this policy, a urinalysis test will be given to detect the presence of the following drug groups:

DRUG GROUP	DRUG OR METABOLITE DETECTED	INITIAL TEST LEVEL NANOGRAMS PER MILLILITER IN A POSITIVE RESULT
Amphetamine	Amphetamine	1,000ng/ml
	Methamphetamine	1,000ng/ml
Cocaine metabolites	Benzoylcegonine	300ng/ml
Marijuana metabolites	delta-9-THC-9-COOH	100ng/ml
Opiate metabolites	Codine	300ng/ml
	total morphine	300ng/ml
Phencyclidine	PCP	25ng/ml
Barbiturates	Secobarbital	300ng/ml
	Pentobarbital	1,000ng/ml
	Phenobarbital	3,000ng/ml
	Butabarbital	1,000ng/ml

Benzodiazepine metabolites	Oxazepam	300ng/ml
Methadone	Methadone	300ng/ml
Methaqualone	Methaqualone	300ng/ml
Propoxyphene	Propoxyphene	300ng/ml
	Norpropoxyphene	300ng/ml

G. An officer whose drug test yields a "positive result" (a result reporting a presence of illegal drugs, the use of prescription drugs without a prescription, or the abuse of any prescription drug or over-the-counter drug) shall be given a second (2nd) test using a gas chromatography/mass spectrometry (GC/MS) test. The second test shall only test for the drug group(s) for which the officer's original test indicated a positive result.

H. When a second (2nd) drug test is performed as a result of a positive result in relation to an initial drug test, the following drug groups will be tested for:

DRUG GROUP	DRUG OR METABOLITE DETECTED	INITIAL TEST LEVEL NANOGRAMS PER MILLILITER IN A POSITIVE RESULT
Amphetamine	Amphetamine	500ng/ml
	Methamphetamine	500ng/ml
Cocaine metabolites	Benzoyllecgonine	150ng/ml
Marijuana metabolites	delta-9-THC-9-COOH	15ng/ml
	Codine	300ng/ml

Opiate metabolites	total morphine	300ng/ml
Phencyclidine	PCP	25ng/ml
Barbiturates	Secobarbital	1,000ng/ml
	Pentobarbital	1,000ng/ml
	Phenobarbital	1,000ng/ml
	Butabarbital	1,000ng/ml
Benzodiazepine metabolites	Oxazepam	200ng/ml
Methadone	Methadone	200ng/ml
Methaqualone	Methaqualone	200ng/ml
Propoxyphene	Propoxyphene	200ng/ml
	Norpropoxyphene	200ng/ml

- I. If the second (2nd) test confirms the positive test result, the officer shall be notified of the results in writing by the Chief of Police. The letter of notification shall identify the particular substance found and its concentration level.
- J. An officer whose second (2nd) test confirms the original positive test result may, at the officer's own expense, have a third (3rd) test conducted on the same sample at a testing facility, medical facility or laboratory selected by the officer and approved by the Village.

Section 28.5 Drug Testing Results

- A. All records pertaining to Department required drug tests shall remain confidential, and shall not be provided to other employees or agencies without the written permission of the officer whose records are sought.
- B. Drug test results and records shall be stored and retained in compliance with the State law, or for an indefinite period in a secured area where there is no applicable State Law.

- C. Confirmed test results reporting a presence of illegal abuse drugs or controlled substances (positive result) may subject an employee to disciplinary action up to and including discharge. No disciplinary action may be taken against officers who voluntarily identify themselves as drug users, obtain counseling and rehabilitation through the Villages Employee Assistance Program, prior to any notice to be tested, and thereafter refrain from violating the Village's policy on drug abuse.
- D. Upon an officer voluntarily identifying themselves as a drug user in accordance with Subsection C above, the Police Department shall refer the employee to an Employee Assistance Program for assessment, counseling, and rehabilitation. Participation in the Employee Assistance Program by the officer and completing said program, as "drug free", will allow said officer to continue his/her employment with the Police Department with no loss of seniority, pay or benefits.

Officers who have entered the Employee Assistance Program shall be tested for drugs and found to be drug free before returning to work. An officer who has returned from the Employee Assistance Program may be tested for drugs once a week for up to six (6) months to ensure the officer remains drug free. Officers are expected to make every reasonable effort to rehabilitate when there is the presence of a drug abuse problem.

- E. If, after the officer has completed the Employee Assistance Program and has returned to work, and is found for a second time of a confirmed positive result for presence of illegal abuse drugs or controlled substance, he/she will be recommended for discharge from employment.
- F. All information from an officer's drug test is confidential and only those with a need to know are to be informed of the test results. Disclosure of the test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the officer. The results of a positive drug test shall not be released until the results are confirmed. The

records of unconfirmed positive test results and negative test results shall be destroyed by the testing laboratory.

- G. Officers having negative drug test results shall receive a memorandum stating no illegal drugs were found. If the officer requests such, a copy of the memorandum will be placed in the officer's personnel file.

ARTICLE XXIX TERMINATION DATE

This agreement shall be effective as of its adoption by both parties and shall remain in full force and effect until April 30, 2019. Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of Impasse Procedure are continuing for a new Agreement or part thereof between the parties. Unless the parties agree to commence negotiation earlier, upon notice given by either party, negotiations for a successor agreement shall commence no earlier than sixty (60) days and no later than thirty (30) days prior to the expiration date of this Agreement.

In witness whereof, the parties hereto have set their hands on the date set forth below

For the Chapter

TBE 07/17/2016

Mulodine 7/17/16

Dated: July 17, 2016

For the Village

John D. Mohr
Village President

Dr. Surinca B. Helleary
Village Clerk

Dated: 5/4, 2016

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made among the Village of Romeoville ("Village "); Officer Terry W. Bailey ("Grievant") and the Metropolitan Alliance of Police, Romeoville Chapter # 6 ("Union") on the date written below.

RECITALS

Whereas, the Village and the Union are parties to a collective bargaining agreement ("CBA") executed in 2012 and expired April 30, 2015; and,

Whereas, the Village bargaining team and Union bargaining team have negotiated tentative agreements for a successor contract term of May 1, 2015 through April 30, 2019, subject to Union and Village Board approval; and

Whereas the Union has filed grievance number 15-004 regarding discipline of Officer Bailey for tardiness to roll call; and,

Whereas the Union has filed grievance number 15-006 regarding roll call pay; and,

Whereas the Village denied such grievances, disputes that it violated the Agreement and disputes that any such amounts are due; and

Whereas, the parties wish to compromise and conclude all claims and controversies arising from the grievances.

NOW THEREFORE, it is agreed between the parties as follows:

1. The preamble of this Memorandum is hereby adopted as if fully set forth herein.
2. Officer Baily shall be made whole for five days of unpaid suspension on February 4, 2015 and documentation of the 5 days suspension shall be removed from his file by the next payroll after execution of this agreement.
3. Upon execution of the successor collective bargaining agreement for 2015-2019, bargaining unit employees (including recent retirees Michael Ramaglia, Eric Larsen, and Scott Stutler) will receive a signing bonus of \$1,000.00, less applicable deductions and taxes paid the next payroll after full execution of the agreement.
4. The Parties agree that if the Chief, in his or her sole discretion requires roll call, it will normally be during an employee's assigned shift. However, if the Chief requires a roll call to be conducted outside of an Employee's assigned shift, he or she shall be compensated at his or her applicable rate of pay (either straight time or overtime) as

determined by the "Hours of Work and Overtime" provisions of the collective bargaining agreement.

5. In consideration for the foregoing, the Union hereby withdraws any pending grievances regarding Officer Bailey discipline and roll call pay for any and all bargaining unit members, with prejudice. The Union hereby agrees not to file any grievance regarding roll call matters or discipline of Officer Bailey arising before the date of this MOU.

6. This Memorandum is not to be used as precedent or practice for any purpose, nor shall it operate to the prejudice of the parties or be interpreted as "past practice" or "status quo" for interest arbitration.

7. This Memorandum represents the entire agreement of the parties.

Date entered: _____

THIS MEMORANDUM IS ENTERED INTO ON THE DATE WRITTEN ABOVE:

Village of Romeoville,

Metropolitan Alliance of Police,

By: 

Officer Terry W. Bailey

By:  7/7/16
MAP President

By:  07/17/2016
MAP Chapter President

BY:  07/17/2016

APPENDIX A
DUES DEDUCTION AUTHORIZATION FORM



Metropolitan Alliance of Police

215 Remington Boulevard Suite C • Bolingbrook, IL 60440
Phone: 630/759-4925 • Fax: 630/759-1902
E-mail: mapunion@msa.com • www.mapunion.org

CHECK OFF DUES AUTHORIZATION

BOARD OF DIRECTORS

Joseph M. Andolina
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Jeffery Ornanau
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New Lenaw

Raymond Violette
Tinley Park

John Holiday
DeKalb County

CHIEF COUNSEL

Joseph Mazzone

CO-COUNSEL

Richard Reimer
Steven Calcaterra

GENERAL COUNSEL

Ronald Cicinelli

Keith Karlson

Chris Potthoff

Jerry Marzullo

Jeffrey A. Goodloe

Nicholas A. Caputo

Anthony A. Polse

Matthew Roeschley

David Wysoopal

Karen Zajick

I, the undersigned member of the Metropolitan Alliance of Police (MAP)
Chapter # _____, hereby authorize and direct my employer, _____,
to deduct from my wages and to pay to the Metropolitan Alliance of Police or its
authorized representative, the regular monthly dues of \$ _____, which may be owed to
the Metropolitan Alliance of Police as a result of my membership therein.

I understand that if I refuse to sign this form, I am subjected to the fair share
arrangements set forth in the collective bargaining agreement. Fair share dues are set at
the same amount as regular monthly dues and I understand that if I am fair share, I am
not eligible for the free legal defense as an offered benefit of full dues paying status.

This authorization shall continue to be in effect for the term of this contract between the
employer and the Metropolitan Alliance of Police, although the dues amount may
change during the term of the contract.

Member's name: _____ Date: _____
(Please print)

Member's signature: _____ DOB: _____

Address: _____ City/State/Zip _____

Phone: _____ E-mail: _____

APPENDIX B
UNIFORM PEACE OFFICERS DISCIPLINARY ACT

This Appendix B is provided for reference. See Agreement Section 6.2.

50 ILCS 725/1. __[Short title]

Sec. 1. This Act shall be known and may be cited as the "Uniform Peace Officers' Disciplinary Act".

50 ILCS 725/2. __[Definitions]

Sec. 2. For the purposes of this Act, unless clearly required otherwise, the terms defined in this Section have the meaning ascribed herein:

a) "Officer" means any peace officer, as defined by Section 2-13 of the Criminal Code of 1961 [720 ILCS 5/2-13], as now or hereafter amended, who is employed by any unit of local government or a State college or university, including supervisory and command personnel, and any pay-grade investigator for the Secretary of State as defined in Section 14-110 of the Illinois Pension Code [40 ILCS 5/14-110], not including Secretary of State sergeants, lieutenants, commanders or investigator trainees. The term does not include crossing guards, parking enforcement personnel, traffic wardens or employees of any State's Attorney's office.

(b) "Informal inquiry" means a meeting by supervisory or command personnel with an officer upon whom an allegation of misconduct has come to the attention of such supervisory or command personnel, the purpose of which meeting is to mediate a citizen complaint or discuss the facts to determine whether a formal investigation should be commenced.

(c) "Formal investigation" means the process of investigation ordered by a commanding officer during which the questioning of an officer is intended to gather evidence of misconduct which may be the basis for filing charges seeking his or her removal, discharge or suspension in excess of 3 days.

(d) "Interrogation" means the questioning of an officer pursuant to the formal investigation procedures of the respective State agency or local governmental unit in connection with an alleged violation of such agency's or unit's rules which may be the basis for filing charges seeking his or her suspension, removal, or discharge. The term does not include questioning (1) as part of an informal inquiry or (2) relating to minor infractions of agency rules which may be noted on the

officer's record but which may not in themselves result in removal, discharge or suspension in excess of 3 days.

(e) "Administrative proceeding" means any non-judicial hearing which is authorized to recommend, approve or order the suspension, removal, or discharge of an officer.

50 ILCS 725/3. __[Interrogation]

Sec. 3. Whenever an officer is subjected to an interrogation within the meaning of this Act, the interrogation shall be conducted pursuant to Sections 3.1 through 3.11 of this Act [50 ILCS 725/3.1 through 50 ILCS 725/3.11].

50 ILCS 725/3.1. __[Place of interrogation]

Sec. 3.1. The interrogation shall take place at the facility to which the investigating officer is assigned, or at the precinct or police facility which has jurisdiction over the place where the incident under investigation allegedly occurred, as designated by the investigating officer.

§ 50 ILCS 725/3.2. __[Notice in writing; notice of names of complainants; information necessary to preparation of defense]

Sec. 3.2. No officer shall be subjected to interrogation without first being informed in writing of the nature of the investigation. If an administrative proceeding is instituted, the officer shall be informed beforehand of the names of all complainants. The information shall be sufficient as to reasonably apprise the officer of the nature of the investigation.

50 ILCS 725/3.3. __[Time of interrogation]

Sec. 3.3. All interrogations shall be conducted at a reasonable time of day. Whenever the nature of the alleged incident and operational requirements permit, interrogations shall be conducted during the time when the officer is on duty.

50 ILCS 725/3.4. __[Name of officer in charge; name of interrogators]

Sec. 3.4. The officer under investigation shall be informed of the name, rank and unit or command of the officer in charge of the investigation, the interrogators, and all persons present during any interrogation except at a public administrative proceeding.

50 ILCS 725/3.5. __[Length of interrogation]

Sec. 3.5. Interrogation sessions shall be of reasonable duration and shall permit the officer interrogated reasonable periods for rest and personal necessities.

50 ILCS 725/3.6. __[Abusive, offensive language prohibited]

Sec. 3.6. The officer being interrogated shall not be subjected to professional or personal abuse, including offensive language.

50 ILCS 725/3.7. __[Record of interrogation; copy]

Sec. 3.7. A complete record of any interrogation shall be made, and a complete transcript or copy shall be made available to the officer under investigation without charge and without undue delay. Such record may be electronically recorded.

50 ILCS 725/3.8. __[Miranda warning]

Sec. 3.8. No officer shall be interrogated without first being advised in writing that admissions made in the course of the interrogation may be used as evidence of misconduct or as the basis for charges seeking suspension, removal, or discharge; and without first being advised in writing that he or she has the right to counsel of his or her choosing who may be present to advise him or her at any stage of any interrogation.

50 ILCS 725/3.9. __[Right to counsel]

Sec. 3.9. The officer under investigation shall have the right to be represented by counsel of his or her choosing and may request counsel at any time before or during interrogation. When such request for counsel is made, no interrogation shall proceed until reasonable time and opportunity are provided the officer to obtain counsel.

If a collective bargaining agreement requires the presence of a representative of the collective bargaining unit during investigations, such representative shall be present during the interrogation, unless this requirement is waived by the officer being interrogated.

50 ILCS 725/3.10. __[Admissions or confessions]

Sec. 3.10. Admissions or confessions obtained during the course of any interrogation not conducted in accordance with this Act may not be utilized in any subsequent disciplinary proceeding against the officer.

50 ILCS 725/3.11. __[Polygraph test; refusal]

Sec. 3.11. In the course of any interrogation no officer shall be required to submit to a polygraph test, or any other test questioning by means of any chemical substance, except with the officer's express written consent. Refusal to submit to such tests shall not result in any disciplinary action nor shall such refusal be made part of his or her record.

50 ILCS 725/4. __[Constitutional rights]

Sec. 4. The rights of officers in disciplinary procedures set forth under this Act shall not diminish the rights 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.

50 ILCS 725/5. __[Application]

Sec. 5. This Act does not apply to any officer charged with violating any provisions of the Criminal Code of 1961 [720 ILCS 5/1-1], or any other federal, State, or local criminal law.

50 ILCS 725/6. __[Collective bargaining agreement]

Sec. 6. The provisions of this Act apply only to the extent there is no collective bargaining agreement currently in effect dealing with the subject matter of this Act.

50 ILCS 725/7. __[Retaliatory action prohibited]

Sec. 7. No officer shall be discharged, disciplined, demoted, denied promotion or seniority, transferred, reassigned or otherwise discriminated against in regard to his or her employment, or be threatened with any such treatment as retaliation for or by reason of his or her exercise of the rights granted by this Act.

APPENDIX C – SALARY SCHEDULES

Step Years	Ptl	Ptl-Deg	Det/Lia	Sgt
5/1/2014				
E	\$57,749	\$62,037	\$63,469	\$67,637
1	\$60,608	\$65,055	\$66,645	\$70,866
2	\$63,469	\$68,234	\$69,822	\$74,265
3	\$66,645	\$71,569	\$73,159	\$77,817
4	\$69,822	\$74,906	\$76,653	\$81,557
5	\$73,159	\$78,557	\$80,307	\$85,477
6	\$76,653	\$82,215	\$84,118	\$89,596
7	\$80,307	\$86,184	\$88,247	\$93,916
8	\$84,207	\$90,456	\$92,529	\$98,453
20	\$88,248	\$94,799	\$96,970	\$103,178

Step Years	Ptl	Ptl-Deg	Det/Lia	Sgt
5/1/2015	2.35%	2.35%	2.35%	2.35%
E	\$ 59,106	\$ 63,495	\$ 64,961	\$ 69,226
1	\$ 62,032	\$ 66,584	\$ 68,211	\$ 72,531
2	\$ 64,961	\$ 69,837	\$ 71,463	\$ 76,010
3	\$ 68,211	\$ 73,251	\$ 74,878	\$ 79,646
4	\$ 71,463	\$ 76,666	\$ 78,454	\$ 83,474
5	\$ 74,878	\$ 80,403	\$ 82,194	\$ 87,486
6	\$ 78,454	\$ 84,147	\$ 86,095	\$ 91,702
7	\$ 82,194	\$ 88,209	\$ 90,321	\$ 96,123
8	\$ 86,186	\$ 92,582	\$ 94,703	\$ 100,767
20	\$ 90,322	\$ 97,027	\$ 99,249	\$ 105,603

Step Years	Ptl	Ptl-Deg	Det/Lia	Sgt
5/1/2016	2.35%	2.35%	2.35%	2.35%
E	\$ 60,495	\$ 64,987	\$ 66,487	\$ 70,853
1	\$ 63,490	\$ 68,149	\$ 69,814	\$ 74,236
2	\$ 66,487	\$ 71,479	\$ 73,142	\$ 77,796
3	\$ 69,814	\$ 74,972	\$ 76,638	\$ 81,517
4	\$ 73,142	\$ 78,468	\$ 80,298	\$ 85,435

5	\$	76,638	\$	82,293	\$	84,126	\$	89,542
6	\$	80,298	\$	86,125	\$	88,118	\$	93,856
7	\$	84,126	\$	90,282	\$	92,443	\$	98,382
8	\$	88,211	\$	94,757	\$	96,929	\$	103,135
20	\$	92,444	\$	99,307	\$	101,581	\$	108,084

Step Years		Ptl		Ptl-Deg		Det/Lia		Sgt
5/1/2017		2.35%		2.35%		2.35%		2.35%
E	\$	61,917	\$	66,514	\$	68,050	\$	72,518
1	\$	64,982	\$	69,750	\$	71,455	\$	75,980
2	\$	68,050	\$	73,158	\$	74,861	\$	79,625
3	\$	71,455	\$	76,734	\$	78,439	\$	83,433
4	\$	74,861	\$	80,312	\$	82,185	\$	87,443
5	\$	78,439	\$	84,226	\$	86,103	\$	91,646
6	\$	82,185	\$	88,148	\$	90,189	\$	96,062
7	\$	86,103	\$	92,404	\$	94,616	\$	100,694
8	\$	90,284	\$	96,984	\$	99,207	\$	105,558
20	\$	94,617	\$	101,641	\$	103,968	\$	110,624

Step Years		Ptl		Ptl-Deg		Det/Lia		Sgt
5/1/2018		2.35%		2.35%		2.35%		2.35%
E	\$	63,372	\$	68,077	\$	69,649	\$	74,223
1	\$	66,509	\$	71,389	\$	73,134	\$	77,766
2	\$	69,649	\$	74,878	\$	76,620	\$	81,496
3	\$	73,134	\$	78,537	\$	80,282	\$	85,394
4	\$	76,620	\$	82,199	\$	84,116	\$	89,498
5	\$	80,282	\$	86,206	\$	88,126	\$	93,800
6	\$	84,116	\$	90,220	\$	92,308	\$	98,320
7	\$	88,126	\$	94,575	\$	96,839	\$	103,060
8	\$	92,406	\$	99,263	\$	101,538	\$	108,039
20	\$	96,840	\$	104,029	\$	106,412	\$	113,224

APPENDIX D
SICK LEAVE ACCRUAL MATCH UPON RETIREMENT

The Village will provide for the following sick leave accrual match based upon the employee's actual accrual of sick leave as a percentage % of the maximum accrual allowed.

<u>Match Rate</u> <u>Employee: Employer</u>	<u>Actual Accrued Sick Leave</u> <u>as a % of Maximum Accrual</u>
1:1	75% to 100%
1:.75	50% to 74.9%
1:.50	25% to 49.9%
1:.25	0 to 24.9%

APPENDIX E
MEDICAL INSURANCE RATES

The rates shown below are subject to annual evaluation between the Village of Romeoville and its Health insurance carrier.

HMO	single	\$ 483.04
HMO	single plus one	\$1034.37
HMO	family	\$1371.10
PPO	single	\$ 731.14
PPO	single plus one	\$1654.53
PPO	family	\$2193.18

The rates shown below apply to Retired employees only, and are subject to annual evaluation between the Village of Romeoville and its Health Insurance carrier.

HMO	retiree single	\$ 483.04
HMO	retiree and spouse	\$1034.37
HMO	retiree and Family	\$1371.10
PPO	retiree single	\$ 731.14
PPO	retiree and spouse	\$1654.53
PPO	retiree and family	\$2193.18

APPENDIX F

ILLINOIS STATE STATUTE ON DISABILITY IN LINE OF DUTY

This Appendix F is provided for reference.

5 ILCS 345/0.01. __ Short title

Sec. 0.01. Short title. This Act may be cited as the Public Employee Disability Act.

5 ILCS 345/1. __ Disability benefit

Sec. 1. Disability benefit. (a) For the purposes of this Section, "eligible employee" means any part-time or full-time State correctional officer or any other full or part-time employee of the Department of Corrections, any full or part-time employee of the Prisoner Review Board, any full or part-time employee of the Department of Human Services working within a penal institution or a State mental health or developmental disabilities facility operated by the Department of Human Services, and any full-time law enforcement officer or full-time firefighter who is employed by the State of Illinois, any unit of local government (including any home rule unit), any State supported college or university, or any other public entity granted the power to employ persons for such purposes by law.

(b) Whenever an eligible employee suffers any injury in the line of duty which causes him to be unable to perform his duties, he shall continue to be paid by the employing public entity on the same basis as he was paid before the injury, with no deduction from his sick leave credits, compensatory time for overtime accumulations or vacation, or service credits in a public employee pension fund during the time he is unable to perform his duties due to the result of the injury, but not longer than one year in relation to the same injury. However, no injury to an employee of the Department of Corrections or the Prisoner Review Board working within a penal institution or an employee of the Department of Human Services working within a departmental mental health or developmental disabilities facility shall qualify the employee for benefits under this Section unless the injury is the direct or indirect result of violence by inmates of the penal institution or residents of the mental health or developmental disabilities facility.

(c) At any time during the period for which continuing compensation is required by this Act, the employing public entity may order at the expense of that entity physical or medical examinations of the injured person to determine the degree of disability.

(d) During this period of disability, the injured person shall not be employed in any other manner, with or without monetary compensation. Any person who is employed in violation of this paragraph forfeits the continuing compensation provided by this Act from the time such employment begins. Any salary compensation due the injured person from workers' compensation or any salary due him from any type of insurance which may be carried by the employing public entity shall revert to that entity during the time for which continuing compensation is paid to him under this Act. Any disabled person receiving compensation under the provisions of this Act shall not be entitled to any benefits for which he would qualify because of his disability under the provisions of the Illinois Pension Code [40 ILCS 5/1-101 et seq.].

(e) Any employee of the State of Illinois, as defined in Section 14-103.05 of the Illinois Pension Code [40 ILCS 5/14-103.05], who becomes permanently unable to perform the duties of such employment due to an injury received in the active performance of his duties as a State employee as a result of a willful act of violence by another employee of the State of Illinois, as so defined, committed during such other employee's course of employment and after January 1, 1988, shall be eligible for benefits pursuant to the provisions of this Section. For purposes of this Section, permanently disabled is defined as a diagnosis or prognosis of an inability to return to current job duties by a physician licensed to practice medicine in all of its branches.

(f) The compensation and other benefits provided to part-time employees covered by this Section shall be calculated based on the percentage of time the part-time employee was scheduled to work pursuant to his or her status as a part-time employee.

(g) Pursuant to paragraphs (h) and (i) of Section 6 of Article VII of the Illinois Constitution, this Act specifically denies and limits the exercise by home rule units of any power which is inconsistent herewith, and all existing laws and ordinances which are inconsistent herewith are hereby superseded. This Act does not preempt the concurrent exercise by home rule units of powers consistent herewith.

This Act does not apply to any home rule unit with a population of over 1,000,000.

APPENDIX G
EXTRA DETAILS AND DUTY ASSIGNMENTS

To provide additional law enforcement services requested by private business and public agencies, the village and the Chapter agree to the following as the administration of these concerns.

Extra services are paid for by the contracting business and generally represent some special law enforcement need which cannot be met through routine police service delivery. Examples of extra duty assignment include, but are not limited to special public gatherings, premise protection, construction projects and special thoroughfare uses.

Employees on extra duty enforce state and village laws and ordinances. When present, an official of the business or agency will be designated to be in charge of the event and the officers of the detail shall work closely with said official; and it is understood that the contracting employer does not direct the employee's authority and duties as governed by rules and regulations of the Romeoville police department.

This program is regulated by the chief of police or his designee who is a member of the Chapter. The village provides this program with full liability and other insurance protection to the requesting business, officer and village. The extra duty services are not advertised or marketed - they are available to all qualified businesses as approved by the chief of police.

All vouchers and reimbursements shall be handled/processed through the business office of the Village of Romeoville. The officer is reimbursed by the village, not the contracting business.

All requested extra duty assignments shall be made first from the seniority list of full-time sworn officers as provided by the village to the Chapter. Officers shall not be eligible for extra duty assignment until they have completed basic and field training. Officers on workman's

compensation or suspended status are not eligible for extra duty details and duty assignments. The basic per-hour fee is established as follows:

May 1, 2016:	\$44.00
May 1, 2017:	\$45.00
May 1, 2018:	\$46.00

In addition to the above hourly rate, a uniform administrative overhead fee will also be charged. A minimum of two (2) hours shall be charged to all details.

Other than what has been agreed upon by the Chapter with the village, the auxiliary police officer shall not be regularly assigned to perform police functions normally performed by full-time sworn officers working in a pay status. This does not prohibit the chief of police from assigning the auxiliary police officer to such temporary duties as emergencies, traffic, and crowd control, or other short term circumstances.

APPENDIX H

PERFORMANCE STANDARDS

PHYSICAL FITNESS STANDARDS

- The actual performance requirement for each test is based upon norms for a national population sample.
- The applicant must pass every test. However, if the applicant participates in the Village-Wide wellness program, the applicant must only pass 3 of the 4 tests to avoid discipline. To be considered a “participant” in the Village Wide Wellness Program, the officer must have met the minimum requirements of the Village Wide Wellness Program for the previous “wellness year” to the year in which the physical fitness evaluation is being administered.
- The required performance to pass each test is based upon age (decade) and sex. While the absolute performance is different for the eight categories, the relative level of effort is identical for each age and sex group. All officers are required to meet the same percentile range in terms of their respective age/sex group. The performance requirement is that level of physical performance that approximates the 40th percentile for each age and sex group.

POWER CHARTTEST	MALE				FEMALE			
	20-29	30-39	40-49	50-59	20-29	30-39	40-49	50-59
Sit and Reach	16.0	15.0	13.8	12.8	18.8	17.8	16.8	16.3
1 Minute Sit Up	37	34	28	23	31	24	19	13
Maximum Bench Press Ratio	.98	.87	.79	.70	.58	.52	.49	.43
1.5 Mile Run	13.46	14.31	15.24	16.21	16.21	16.52	17.53	18.44

The scores indicated by sex/age are the standards of the Illinois Government Law Enforcement Training and Standards Board. Members/officers will be tested two (2) times a year. Officers will have only one opportunity during each evaluation cycle to pass the test. Officers who pass all four tests of both physical fitness performance evaluations in a given year will receive an additional eight (8) hours “Fitness Day” the following year.

Officers who fail the physical fitness performance evaluation (either not meeting $\frac{3}{4}$ for participating in Village Wide Wellness or $\frac{4}{4}$ if not participating in Village Wide Wellness) may be subject to discipline, not including termination. Officers will receive a verbal reprimand for their first failure of the fitness evaluation. Officers will receive a written reprimand for their second consecutive failure of the fitness evaluation. Officers will be subject to suspension for their third and all subsequent consecutive failures of the fitness test, not to exceed eight (8) hours in a calendar year. Officers who pass the physical fitness performance evaluation after previous failures will receive a fresh start in terms of the progressive discipline scale. (i.e. the officer will receive a verbal reprimand for the next failure).

APPENDIX I
CONDITION OF OFFICER REPORT

Employee Name _____ Position _____

Supervisor name _____ Position _____

Work Location _____

Time Started Work _____ Time Relieved of Duty _____

Location Relieved of Duty _____

OPERATION: (Check one description in each category)

Balance: Sure _____ Unsure _____ Questionable _____

Comments _____

Walking: Steady _____ Unsteady _____ Questionable _____

Comments _____

Speech: Clear _____ Slurred _____ Questionable _____

Comments _____

Attitude: Cooperative _____ Uncooperative _____ Questionable _____

Eyes: Clear _____ Bloodshot _____ Questionable _____

RESPONSES TO SUPERVISOR'S QUESTIONS TO EMPLOYEE

Are you ill or injured? Yes _____ No _____

No Answer _____

Comments: _____

Explain the reason for your physical condition _____

Are you under the influence of an illegal abuse drug or controlled substance?

Yes _____ No _____ No Answer _____

If yes, which one (s)? (Specify type of drug)

Did you report to work under the influence of said drugs?

Yes _____ No _____ No Answer _____

DESCRIBE REASON FOR REPORT:

List any witnesses present, and attached written statements.

Report Date:

Supervisor's Signature

Date:

Signature Witness

APPENDIX J
EMPLOYEE WAIVER

In an effort to maintain a safe and productive work environment, the Romeoville Police Department has established a Drug Testing Policy.

The testing policy or processing shall consist of a two-step procedure:

1. Initial Screening Test, and
2. Confirmation Test

A urine sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified a "confirmation pending." Notification of test results to the supervisor, or other Department designee shall be held until the confirmation test results are obtained.

A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test.

Concentrations of a drug at or above the scheduled levels shall be considered a positive result when using the initial immunoassay drug screening test.

I understand that as a condition of employment, I must successfully pass a urinalysis for a drug screening test.

I further understand that as an employee, I may be required to submit to a urine drug screen test upon notice. If the test result is positive for prohibited drugs, or if I refuse to undergo a test upon request of the Police Department, I may be subject to disciplinary action which may include up to and including termination.

I also understand that I shall have the right to fully explain a confirmed positive test result prior to any disciplinary action taken by the Chief of Police.

OFFICER

WITNESS

DATE

APPENDIX K

THE EMPLOYEE IS TO EXECUTE ONE, BUT NOT BOTH, OF THE FOLLOWING OPTIONS IN ORDER TO ELECT THE FORUM IN WHICH TO CONTEST DISCIPLINE:

OPTION 1: ELECTION TO USE THE GRIEVANCE/ ARBITRATION PROCEDURE:

ELECTION, WAIVER AND RELEASE TO USE GRIEVANCE/ARBITRATION WITH REGARD TO DISCIPLINE WHICH WOULD OTHERWISE BE SUBJECT TO THE JURISDICTION OF THE ROMEOVILLE BOARD OF FIRE AND POLICE COMMISSIONERS

I, _____, being proposed for discipline by the Village of Romeoville Police Department (including suspension from duty with or without pay or termination of employment) hereby elect to pursue a grievance over such discipline according to the appropriate provisions of the collective bargaining agreement between the Village of Romeoville, Illinois, and the Metropolitan Alliance of Police. I agree that such grievance shall be my sole remedy to the exclusion of other remedies available to me, including but not limited to, the provisions of any Illinois civil service law, board of fire and police commissioners law, rule or regulation, such as 65 ILCS 5/10 et seq., as amended.

I acknowledge that by making this election of remedy I am waiving the rights and remedies of any alternative review or appeal procedure available to me, such as provided for in any Illinois civil service law, rule or regulation, such as 65 ILCS 5/10 et seq., as amended, in favor of the rights and remedies afforded to me under the provisions of the collective bargaining agreement between the Village of Romeoville and the Metropolitan Alliance of Police. Furthermore, I acknowledge and agree that execution of the Election, Waiver and Release shall be a prerequisite to processing of any grievance concerning the proposed discipline of me by the Romeoville Department. By selecting the grievance process alternative, I acknowledge my understanding that the Village has the right to unilaterally impose the proposed discipline immediately, subject to possible later modification or reversal by an arbitrator should I or the Union choose to pursue a grievance through arbitration.

By election to file a grievance over my suspension or discharge, I hereby release the Village of Romeoville, the Romeoville Board of Fire and Police Commissioners and the Metropolitan Alliance of Police, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election.

Signed this _____ day of _____, 20__.

By: _____

Subscribed and sworn to before me this _____
day of _____, 20 ____.

Notary Public, Illinois
My commission expires _____

Received by the Chief of Police's Office: _____, 20 ____
Date

**OPTION 2: ELECTION TO HAVE A HEARING BEFORE THE BOARD OF FIRE
AND POLICE COMMISSIONERS OF THE VILLAGE OF ROMEOVILLE
AND TO WAIVE GRIEVANCE/ ARBITRATION:**

**ELECTION, WAIVER AND RELEASE TO HAVE A HEARING BEFORE THE BOARD
OF FIRE AND POLICE COMMISSIONERS AND TO WAIVE THE
GRIEVANCE/ARBITRATION PROCEDURE**

I, _____, being subject to discipline by the Village of Romeoville Police Department (including suspension from duty with or without pay or termination of employment) hereby elect to have a hearing over such discipline before the Board of Fire and Police Commissioners of the Village of Romeoville in accordance with their rules and the laws of the State of Illinois. I agree that such hearing shall be my sole remedy to the exclusion of other remedies available to me, including but not limited to, the grievance/ arbitration procedures of the collective bargaining agreement between the Village of Romeoville and the Metropolitan Alliance of Police.

I hereby acknowledge that charges will be filed with the Board of Fire and Police Commissioners requesting my suspension without pay or my termination.

By election to have a hearing before the Board of Fire and Police Commissioners over my suspension or discharge, I hereby release the Village of Romeoville, the Romeoville Board of Fire and Police Commissioners and the Metropolitan Alliance of Police, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election.

Signed this _____ day of _____, 20__.

By: _____

Subscribed and sworn to before me this _____
day of _____, 20__.

Notary Public, Illinois
My commission expires _____

Received by the Chief of Police's Office: _____, 20__
Date

APPENDIX L INSURANCE WELLNESS PROGRAM DOCUMENTS



CHC Wellness is in Compliance with HIPAA Rules and Regulations

WHAT IS HIPAA?

Our company respects your privacy and understands that your personal health information is sensitive. In accordance with the Health Insurance Portability & Accountability Act of 1996 (HIPAA), our office must ensure the confidentiality, integrity and availability of all the protected health information (PHI) we create, receive, maintain or transmit.

WHAT IS PROTECTED HEALTH INFORMATION?

Protected Health information includes any "individually identifiable" health information that is maintained or transmitted through oral, written or electronic methods. All biometric screening information is personal and confidential, as protected by federal law. The Village of Romeoville will not have access to individual screening results. This information is to help you understand your health so you can take appropriate action to improve your health.

- CHC Strategies to Achieve & Maintain Compliance
- Conduct Risk Analysis
- Organizational Safeguards
- Policy for Uses and Disclosures
- Operational Safeguards
- Patients' Rights
- Train Workforce
- Administrative Safeguards
- Physical Safeguards
- Technical Safeguards

HOW DO WE PROTECT YOUR INFORMATION?

Your personal medical information is maintained in accordance with HIPAA and or/any other state or federal law to protect your privacy. The Security Rule requires CHC Wellness to do the following:

- **Ensure** the confidentiality, integrity, and availability of all e-PHI;
- **Identify** and protect against reasonably anticipated threats to the security or integrity;
- **Protect** against reasonably anticipated impermissible uses or disclosures;
- **Maintain** continuous, reasonable, and appropriate security protections; and
- **Ensure** compliance by your workforce.

WHAT HAPPENS TO THE DATA COLLECTED FROM THE BIOMETRIC SCREENING?

All data collected from your Biometric Screening is confidential and **will not** be shared with The Village of Romeoville. CHC Wellness only shares **aggregate results** with your employer (i.e. total percent of employees with normal blood pressure) to help determine the benefits of the wellness program.

Questions? Contact CHC Wellness at 866.373.4242.



Personal Health Information is Secure with CHC Wellness...It's the Law

WHAT IS HIPAA?

The Health Insurance Portability & Accountability Act of 1996 (HIPAA) provides policies and guidelines to ensure the privacy and security of protected health information (PHI). The act covers a broad range of health and business entities that create, receive, maintain or transmit this information.

WHAT IS PROTECTED HEALTH INFORMATION?

Protected Health Information includes any "individually identifiable" health information that is maintained or transmitted through oral, written or electronic methods. All biometric screening information is personal and confidential, and is protected by federal law.

WHAT MEDICAL INFORMATION WILL BE COLLECTED AS PART OF THE WELLNESS PROGRAM?

The wellness program will collect participant information via a health risk assessment, in addition to measuring other health factors through the biometric screening. Information collected includes body weight, cholesterol levels, blood glucose levels and blood pressure. Other information which may be collected as part of the wellness program includes personal demographics, insurance information, and physician information.

WHAT HAPPENS TO THE DATA COLLECTED FROM THE BIOMETRIC SCREENING?

All data collected from the Biometric Screening is confidential and will not be shared with the employer. CHC Wellness only shares summarized results with the employer (i.e. total percent of employees with normal blood pressure) so that we can work with them to develop a wellness program that will have the greatest value for the organization.

HOW PARTICIPANT INFORMATION IS KEPT CONFIDENTIAL

PHI is secured through the following technology, process, and audit standards.

- Firewalls are in place at all externally-facing access points and are monitored 24x7 by a third party security vendor.
- In-transit traffic is 256-bit encrypted
- User password field in database is encrypted
- All workstation hard drives are encrypted
- Access to the internal network is only available through VPN
- Data Center is SSAE-16 SOC II certified
- All applications and data servers are maintained by internal IT staff, not by an outside vendor
- Client user access to the system is controlled by personal user information, password, and security questions
- CHC employee access is controlled through passwords and strict level-of-access protocol, controlled by the IT staff
- Security audits are performed twice per year
- All security protocols adhere to HIPAA and HITECH (Health Information Technology for Economic and Clinical Health Act) guidelines
- BAA's are executed and maintained for subcontractors as required
- On-site HIPAA officer ensures compliance to above guidelines and practices



CHC Strategies to Achieve & Maintain Compliance

- Conduct Risk Analysis
- Organizational Safeguards
- Policy for Uses and Disclosures
- Operational Safeguards
- Patients' Rights
- Trained Workforce
- Administrative Safeguards
- Physical Safeguards
- Technical Safeguards

MAP

From: Ronald Cicinelli <cicinelli@rnclaw.net>
Sent: Thursday, July 07, 2016 9:59 AM
To: MAP UNION; john w; Work
Subject: Romeoville's CBA and MOU
Attachments: CBA Final 2015-2019 6.22.16 (FINAL WITH ACCEPTED CHANGES).pdf; MOU roll call and Bailey Discipline FINAL.pdf; HIPPA Rules and Regs 2015 (1).pdf; Wellness Exhibit .pdf; Wellness Points Exhibit .pdf

Carol,

Attached are the FINAL drafts for the Romeoville contract and memorandum of understanding ("MOU"). Please have Joe review and sign-off BOTH the CBA and MOU. The CBA has an Appendix "L" that has incorporated the attached Exhibits that I have attached. Joe can date the MOU, right after his signature to show when he signed it. Leave the Entered Date on the MOU blank.

Please send Sgt. Truhlar one (1) signed copied of the CBA with attachments to Appendix "L" (HIPAA Rules and Regs, Wellness Exhibit and Wellness Points Exhibit) and an additional six (6) signature pages (signed) and seven (7) signed MOU's to Sgt. Truhlar.

Brian L. Truhlar
Sergeant #356
Romeoville Police Department
1050 W. Romeo Road
Romeoville, IL 60446

Thank you,
Ron

Law Office of Ronald N. Cicinelli
17W300 22nd Street, Suite 220
Oakbrook Terrace, IL 60181
(630) 359-3105 Office
(630) 359-3194 Facsimile
www.rnclaw.net



Village of Romeoville Wellness Program

2016

Village of Romeoville 2016 Wellness Program is about to begin. The Wellness program will help give you the tools and motivation to get healthy and stay healthy.

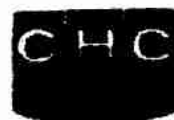
Working with our partner, CHC Wellness, the 2016 wellness program provides you with fun, robust programming options geared towards specific areas of your health that need improvement. This Wellness Program is your way to better health that

As of January 1st all Wellness Program points will be tracked through the CHC Wellness website. All employees are eligible to participate in different wellness programs and earn points in order to reach certain goals through October 31st. See the chart below for a description of the incentive you can receive.

Incentive Structure

Your participation in this program will earn you points that will be tracked through the CHC Wellness portal. Complete activities to earn points and reach your incentive.

Level	Criteria	Reward
GOLD LEVEL	Earn 500 Points in Wellness Program	Employee must reach 500 points by October 31 st to qualify for the \$300 incentive to be paid out in December.
	Earn 350 Points in Wellness Program	Employee must reach 350 points by October 31 st to qualify for the \$200 incentive to be paid out in December.
	Earn 200 Points in Wellness Program	Employee must reach 200 points by October 31 st to qualify for the \$100 incentive to be paid out in December.



Program Calendar

Program	Requirements	Points Per Activity	Maximum Possible Points	Dates Available
Wellness Screening (Required to receive your incentive)	Participate in the Wellness Screening	75 points	75 points	February 2016
Biomarkers	Requirements	Points Per Activity	Maximum Possible Points	Dates Available
Waist Circumference	Men less than 40 in Women less than 35 in	10 points	10 points	February 2016
Glucose	Less than 100 mg/dL	10 points	10 points	February 2016
HDL	Men greater than 39 mg/dL Women greater than 49 mg/dL	10 points	10 points	February 2016
LDL	Less than 100 mg/dL	10 points	10 points	February 2016
Triglycerides	Less than 150 mg/dL	10 points	10 points	February 2016
CHC Programs	Requirements	Points Per Activity	Maximum Possible Points	Dates Available
Health Coaching (CHC will automatically credit these points)	Engage with a health coach	10 points per engagement	50 points	1/01/2016-10/31/2016
Smoking Cessation Program (CHC will automatically credit points)	Complete the Program	35 points	35 points	1/01/2016-10/31/2016
Weight Management Program (CHC will automatically credit points)	Complete the Program	35 points	35 points	1/01/2016-10/31/2016
E-learning (CHC will automatically credit these points)	Complete an E-learning course (5 maximum)	10 points per course	50 points	1/01/2016-10/31/2016
Village Programs	Requirements	Points Per Activity	Maximum Points	Dates Available
Village Challenge (Submit form to HR)	Participate in a Village Challenge	25 points	50 points	1/01/2016-10/31/2016
Monthly Physical Activity (Submit form to HR)	Engage in physical activity 3 times per work for 30 minutes	10 points per month	100 points	1/01/2016-10/31/2016
Community Volunteer Activity (CHC will credit points after proof of completion is submitted)	Volunteer with Local Organizations	10 points	30 points	1/01/2016-10/31/2016



Village Programs	Requirements	Points Per Activity	Maximum Points	Dates Available
Departmental Physical Activity/Challenge	Complete a departmental physical activity or challenge.	10 points	20 points	1/01/2016-10/31/2016
Lunch 'n' Learn/Seminar (submit documentation to HR)	Attend a lunch 'n' learn or Seminar	20 points	60 points	1/01/2016-10/31/2016
On Your Own Weight Loss Program (submit documentation to HR)	Attend weekly meetings	35 points	35 points	1/01/2016-10/31/2016
Flu Shot (CHC will credit points after proof of completion is submitted)	Receive a flu shot at the city hosted event or with your physician or medical provider	10 points	10 points	1/01/2016-10/31/2016
Preventive Services (CHC will credit points after proof of completion is submitted)	Dental Exam, Physical Exam, Mammogram, Prostate Exam, Colonoscopy, Vision Exam	10 points	40 points	1/01/2016-10/31/2016
Village Physical Activity (Submit form to HR)	Participate in a Village activity	10 points	20 points	1/01/2016-10/31/2016
Community Physical Activity (CHC will credit points after proof of completion is submitted)	Participate in a community based activity; such as a walk for cancer, diabetes, 5K, 10K, etc.	15 points	45 points	1/01/2016-10/31/2016
Complete a Marathon or Triathlon (CHC will credit points after proof of completion is submitted)	Complete a Marathon (1/2 or full) or Triathlon	50 points	50 points	1/01/2016-10/31/2016
Village of Romeoville Health Fair	Attend the Fair	25 points	25 points	September-October 2016
Safe Driving Pledges	Must sign the pledge form	10 points	10 points	January-February 2016
Donate Blood (CHC will credit points after proof of completion is submitted)	Blood Donation	10 points	10 points	1/01/2016-10/31/2016
Mandatory Physical Training Police and Fire	Participate in Physical Training	15 points	45 points	1/01/2016-10/31/2016
Power Test or Equivalent for Non-Police	Complete a power test or equivalent for non-police	10 points	20 points	1/01/2016-10/31/2016
Gym Membership	Proof of a gym membership	5 points	5 points	1/01/2016-10/31/2016



CHC



e-Learning Courses

There are over 700 topics to choose from: Asthma, Back pain, Cholesterol Management, Depression, Diabetes, Eating Healthy, Headaches, Heart Disease, Menopause, Sleep disorders, Smoking, Stress Management, Weight/Blood Pressure, and many more.

HOW TO COMPLETE A COURSE

1. Go to www.chowdown.com and log in to your Wellness Points.
2. Click on e-Learning, then e-Learning Courses.
3. Click on the course you wish to take.
4. Click on the course and complete the course.

Each course can take between 10-30 minutes to complete and will be verified by a final question. Earn 10 points during the course to ensure comprehension. Each course completion will be automatically checked in your Incentive Tracking Tool.

e-LEARNING POINTS

Each completed course will count for 10 points. You may take up to 5 courses.

If you have completed an e-learning course in the past, it will not credit you points. You have taken the course a 100% to the Wellness program.

Contacting a Health Coach

You can gain new and useful learning and address additional resources such as Nutrition, Physical aspects of disease management, Pre-Postnatal programs, behaviors of chronic conditions, diabetes, low-back pain, etc.

HOW TO CONTACT A HEALTH COACH

Call toll-free 1-800-762-7964
Available Monday - Friday 8am to 8pm CST
Available in English and Spanish

To access the Health Coaching Resources online:

1. Go to www.chowdown.com and log in to your Wellness Points.
2. Click on e-Learning, then e-Learning Resources.
3. Click on Health Coaching Resources.
4. Click on Take my first health coaching.

HEALTH COACHING POINTS

Each engagement with a health coach will be worth 10 points.

Engage with a health coach for a maximum of 30 points.

A contact with a health coach can be by phone or through email, but will only count for points if there is a discussion of progress. This means that there must be an agreed-upon goal by the participant to talk about ways they are improving or maintain their health. Each contact will be automatically tracked in your Incentive Tracking Tool. Points may take up to 48 hours to post.



Smoking Cessation Program

HOW TO SIGN-UP

- Go to www.chcw.com and login to your Wellness Portal.
- Click on "Prevention Programs" link.
- Click the link to "Smoking" link.
- Click "Take a Health Coach" link.
- Or call 1-800-760-7934 and speak to your health coach.

Smoking Cessation Rules

- The smoking cessation program must be completed through the CHC Wellness health coaching.
- There is a current smokers program as well as a maintenance/relapse program, ask your health coach about which one you should complete.

Smoking Cessation POINTS

Complete the program by 10/31/2015 and receive 35 points.

Ask your health coach about how to get started and what is required.

Weight Management Program

HOW TO SIGN-UP

- Go to www.chcw.com and login to your Wellness Portal.
- Click on the "Prevention Programs" link.
- Click the link to "Smoking" link.
- Click "Take a Health Coach" link.
- Once you are in the US Corporation Wellness page, click the Weight Management in the left sidebar and follow the instructions.
- Or call 1-800-760-7934 and speak to your health coach.

Weight Management Program Rules

- The weight management program must be completed through the CHC Wellness health coaching.
- There is a weight loss program as well as a weight maintenance program, ask your health coach about which one you should complete.

Weight Management POINTS

Complete the program by October 31st and receive 35 points.

Ask your health coach about how to get started and what is required. The program runs 12 weeks.

Community Volunteer Activity

Throughout 2015, there will be opportunities to earn points by participating in Community Service Activities. An example includes: Habitat for Humanity.

Please submit proof of participation to CHC Wellness. Email to preventiveservices@chcw.com or fax to 847-437-2770 (attention Samantha Marko) with your name at the top.

Volunteer POINTS

You will receive 10 points for each Community Volunteer Activity you participate in by October 31st.

You can earn a maximum of 30 points.



CHC



Preventive Screenings

Receive an annual flu shot, PSA exam, Mammogram, Annual Physical, Colonoscopy, Vision Exam or Dental Exam and earn 10 points.

If you receive the preventive exams from your medical provider you will need to provide verification to CHC Wellness to receive points.

Please submit an EOB (explanation of benefits) from your insurance carrier for verification. Email to preventiveservices@chcw.com or fax to 847.437.2770 (attention: Samantha Marko) with your name at the top.

Preventive Screening POINTS

You will receive 10 points for each preventive exam you complete from 11/01/2015-10/31/2016.

Submissions must be sent to CHC by 10/31/2016.

Community Physical Activity & Marathon/Triathlon

Complete a community based activity and receive 15 points for each event. Examples include: 5k, 10k, Cancer Walk, Diabetes Walk, Etc. Complete a marathon (full or 1/2) or Triathlon for 35 points.

Please submit your verification to CHC via email to preventiveservices@chcw.com or fax to 847.437.2770 (attention: Samantha Marko) with your name at the top.

Acceptable proof of completion: registration receipt/bib number with your name, race results, roster or participant.

Community Physical Activity POINTS

You will receive 15 points for each activity you complete by 10/31/2016. You may complete a maximum of 3 events.

You will receive 35 points if you complete a marathon/triathlon by 10/31/2016.

Village Challenge

Throughout 2016, there will be opportunities to earn points by participating in a Village-Sponsored challenge. Examples include: Weight, Health or Fitness Challenge. Stay tuned for more details on these points-eligible challenges.

Village Challenge POINTS

You will receive 25 points for each challenge you participate in by October 31st. You can earn a maximum of 50 points.

Start utilizing these health resources to make or sustain healthy behaviors and earn points along the way.

If you have any questions please call CHC Wellness at 866.373.4242.

Request for Village Board Action

Date: 04/27/2016

Description/Title: An Ordinance Adopting Successor Collective Bargaining Agreements between the Village of Romeoville and The Metropolitan Alliance of Police Romeoville Chapter.

Workshop **Regular** **X**

Summary: This Union Contract is a result of many negotiations with staff. This contract will be Retroactive to May 01, 2015

Tentative agreement is attached:

Summary of changes:

2.35% increase each year for the 4 year contract
Wellness program for employees where there is a penalty if you do not participate (same as non-union)
HMO only for new hires
New sick leave policy

Recommendation / Comments By Other Boards or Commissions:


Action Requested by Village Board:

Presenter: _____

Dept. Manager: _____

Proofed by: _____

Village Manager: _____

A large, stylized handwritten signature in black ink, appearing to be a cursive 'L' or 'G' followed by a long horizontal stroke.

ORD16-1279
Date: 05/04/16

An Ordinance Adopting the Successor Collective Bargaining Agreement Between the
Village of Romeoville and Metropolitan Alliance of Police (Romeoville Chapter)

Published in Book and Pamphlet Form
This 19th day of May, 2016
By the Corporate Authority of the
Village Of Romeoville



Village Clerk