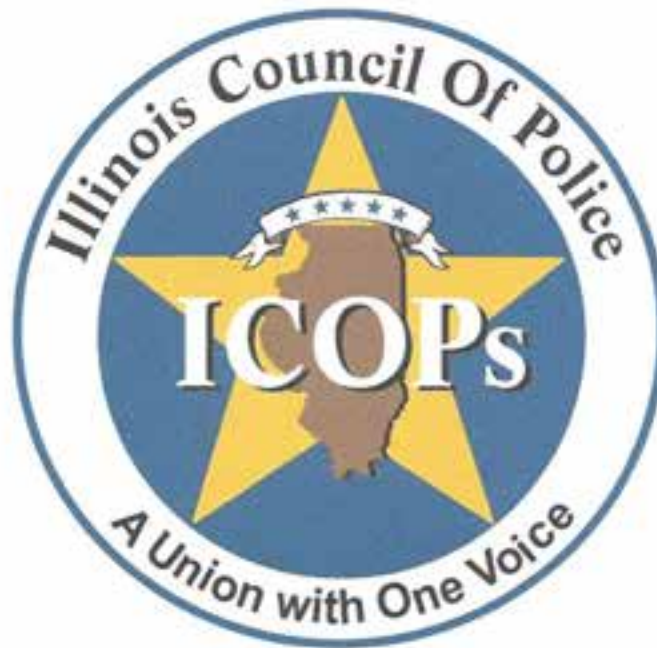


# **AGREEMENT**



**BETWEEN**

**VILLAGE OF BROADVIEW**

**AND**

**ILLINOIS COUNCIL OF POLICE**

**ON BEHALF OF BROADVIEW POLICE  
SERGEANTS**

**Effective May 1, 2017 through April 30, 2020**

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SERGEANTS

Effective May 1, 2017 through April 30, 2020

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## **ARTICLE I - PREAMBLE**

This Agreement is entered into by and between the Village of Broadview an Illinois Municipal corporation (herein referred to as the "Employer"), and the Illinois Council of Police, (hereinafter referred to as the "Union").

The purpose of this Agreement is to establish the terms and conditions of employment between the Employer and the Union representing the Employer's Police Sergeants (herein also referred to as the "Sergeants") and to provide for an orderly collective bargaining relationship. It is the intent of both the Employer and the Union to work together to provide and maintain mutually agreeable terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to Sergeants' wages, hours and working conditions.

In consideration of the mutual promises, covenant and agreements contained herein, the parties hereto, by their duly authorized representative and/or agents, do mutually covenant and agree as follows:

## **ARTICLE II - RECOGNITION**

The Employer hereby recognizes the Union as the sole and exclusive collective Bargaining Representative for the purpose of collective bargaining on any and all matters relating to wages, hours, and all other terms and conditions of employment of all Sergeants in the bargaining unit. The bargaining unit shall include all sworn police sergeants of the Employer.

Positions excluded from the above described bargaining unit shall include all sworn police officers below and above the rank of sergeant and all Sergeants of the Employer not specifically included above, and any other Sergeants excluded by the Illinois Public Labor Relations Act, 5 ILCS 315/1, *et seq.*

## **ARTICLE III - NON-DISCRIMINATION**

### **Section 3.1 Equal Employment Opportunity**

The Employer will continue to provide equal employment opportunity for all Sergeants, and apply equal employment practices.

### **Section 3.2 Non-Discrimination**

Neither the Employer nor the Union shall discriminate against any Sergeants based upon his or her right to engage in or refusal to engage in protected concerted activities as those rights are defined under the Illinois Public Labor Relations Act.

**Section 3.3**            **Use of Masculine Pronoun**

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

**ARTICLE IV - DUES DEDUCTION AND FAIR SHARE**

**Section 4.1**            **Dues Deduction**

Upon receipt of a written and signed authorization form from a Sergeant, the Employer shall deduct the amount of Union dues set forth in such form and any authorized increase therein, and shall remit such deductions monthly to the "Illinois Council of Police", at the address designated by the Union in accordance with the laws of the State of Illinois. 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 Dues Deduction form is attached as Appendix A.

**Section 4.2**            **Dues**

Each Sergeant who, on the effective date of this Agreement, is a member of the Union, and each Sergeant who becomes a member after that date shall maintain his membership in good standing in the Union during the term of this Agreement.

With respect to any Sergeant on whose behalf the Employer receives written authorization in a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the Sergeant the dues and/or financial obligation uniformly required and shall forward the full amount to the Union by the tenth (10th) day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Union. Authorization for such deductions shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Employer will not similarly deduct dues in any other organization as to Sergeants covered by Agreement.

**Section 4.3**            **Fair Share**

Any present Sergeant who is not a member of the Union shall be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process, contract administration in pursuing matters affecting wages, hours, and other conditions of employment, but not to exceed the amount of dues uniformly required of members. All Sergeants hired on or after the effective date of this Agreement and who have not made application for membership shall, on or after the thirtieth (30) day of employment, also be required to pay a fair share as defined above.

The Employer shall, with respect to any Sergeant on whose behalf the Employer has not received a written authorization as provided for above, deduct from the wages of the Sergeant the

fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount to the Union on the tenth (10th) day of the month following the month in which the deduction is made, subject only to the following:

1. The Union has certified to the Employer that the effected Sergeant has been delinquent in his obligations for at least thirty (30) days;
2. The Union has certified to the Employer that the affected Sergeant has been notified in writing of the obligation and the requirement for each provision of this Article and that the Sergeant has been advised by the Union of his obligations pursuant to this Article and of the manner in which the Union has calculated the fair share fee;
3. The Union has certified to the Employer that the affected Sergeant has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before an impartial arbitrator assigned by the Employer and the Union for the purpose of determining and resolving any objections the Sergeant may have to the fair share fee.

#### **ARTICLE V- MANAGEMENT RIGHTS**

The Employer may exercise the following rights provided that no right is exercised contrary to or inconsistent with other express terms of this Agreement:

1. To determine the organization and operations of the police department;
2. To determine and change the purpose, composition and function of each of its constituent departments and subdivisions;
3. To set standards for services to be offered to the public;
4. To determine the overall budget;
5. To create an organizational structure;
6. To select new Sergeants, determine examination techniques for new Sergeants and to direct the Sergeants of the police department, including the right to assign work and overtime;
7. To suspend, demote, discharge and take other disciplinary action against any non-probationary Sergeant for just cause to the extent permitted by law;
8. To establish, implement and maintain an effective internal control program;
9. To establish policies, procedures rules and regulations and to add, delete or alter same;
10. To establish methods of operation, equipment or facilities and to add, delete or alter same;
11. In addition, the Employer may exercise any and all management rights provided by the Illinois Public Labor Relations Act 5 ILCS 315/1, et seq.



## **ARTICLE VI- NO STRIKE**

### **Section 6.1 No Strike Commitment**

Neither the Union nor any Sergeant will call, initiate, authorize, participate in, sanction, encourage or ratify any work stoppage or slowdown, including any sympathy strike, and shall not interfere with the full, faithful and proper performance of the duties of employment with the Employer, including excessive increases, e.g. "ticket blitzing," during the term of this Agreement. Neither the Union nor any Sergeant shall refuse to cross any picket line, by whomever established.

### **Section 6.2 Resumption of Operations**

In the event that such action prohibited by Section 6.1 above occurs, the Union immediately shall disavow such action and request the Sergeants to return to work or otherwise comply with Section 6.1 above, and shall use its best efforts to achieve a prompt resumption of normal operations.

### **Section 6.3 Union Liability**

Upon the failure of the Union to comply with the provisions of Section 6.2 above, any agent or official of the Union who is an Sergeant covered by this Agreement may be subject to the provisions of Section 6.4 below. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, provided that each complies with the requirements of this Section.

### **Section 6.4 Discipline of Strikers**

Any Sergeant who violates the provisions of Section 6.1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any Sergeant who participates in action prohibited by Section 6.1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure.

## **ARTICLE VII - RESOLUTION OF IMPASSE**

In the event of an impasse in the collective bargaining process with the result that the Employer and Union are unable to effect a settlement, then either party may institute the impasse resolution procedures, including mediation and impasse arbitration, provided for in the Illinois Public Labor Relations Act, 5, ILCS 315/1, et seq.

## **ARTICLE VIII- SERGEANT TESTING**

### **Section 8.1 Statement of Employer Policy**

It is the policy of the Employer that the public has the reasonable right to expect persons employed by the Employer to be free from the effects of drugs and alcohol. The Employer, as the Employer, has the right to expect its Sergeants to report for work fit and able for duty. The purpose of this policy shall be achieved in such a manner as not to violate any established rights of the Sergeants.

**Section 8.2 Prohibitions:**

Sergeants shall be prohibited from:

- (a) consuming or possessing alcohol (unless in accordance with duty requirements) at any time during the work day or anywhere on any Employer premises or job sites, including all Employer buildings, properties, vehicles and the Sergeant's personal vehicle while engaged in Village business;
- (b) the use, possession or the sale, purchase or delivery of any illegal drug at anytime on or off duty (unless in accordance with duty requirements);
- (c) being under the influence of alcohol or illegal drugs during the course of the work day;
- (d) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

**Section 8.3 Drug and Alcohol Testing Permitted**

Where the Employer has reasonable suspicion to believe that a Sergeant is then under the influence of alcohol or illegal drugs during the course of the work day, the Employer shall have the right to require the Sergeant to submit to alcohol or drug testing as set forth in this Agreement. At least one supervisor, who is not a member of the bargaining unit represented by the Union, must certify in writing his reasonable suspicion concerning the affected Sergeant prior to any order to subject to the testing authorized herein. There shall be no random or unit-wide testing of Sergeants, except random testing of an individual Sergeant as authorized in Section 8.8 below. The foregoing shall not limit the right of the Employer to conduct tests as it may deem appropriate for persons seeking employment prior to their date of hire.

**Section 8.4 Order to Submit to Testing**

At the time a Sergeant is ordered immediately to submit to testing authorized by this Agreement, the Employer shall provide the Sergeant with a written notice of the order, setting forth all of the reasonable suspicions which have formed the basis of the order to test. The Sergeant shall be permitted to consult with a representative of the Union at the time the order is given. No questioning of the Sergeant shall be conducted without first affording the Sergeant the right to Union representation and/or legal counsel. The Sergeant's inability to obtain Union representation and/or legal counsel shall not unreasonably delay conducting the test and in no event shall the delay be longer than six (6) hours. Refusal to submit to such testing may subject the Sergeant to discipline, but the Sergeant's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

**Section 8.5 Tests to be Conducted**

In conducting the testing authorized by this Agreement, the Employer shall:

- (a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);

- (b) insure that the laboratory or facility selected conforms to all NIDA standards;
- (c) establish a chain of custody procedure for both the sample collection and testing that will insure the integrity of the identity of each sample and test result. No Sergeant covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
- (d) collect a sufficient sample of the same bodily fluid or material from an Sergeant to allow for initial screening, a confirmatory test and a sufficient amount to be set aside and reserved for later testing if requested by the Sergeant;
- (e) collect samples in such a manner as to preserve the individual Sergeant's right to privacy, but also to insure a high degree of security for the sample and its freedom from adulteration;
- (f) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (GMCS) or an equivalent, or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites);
- (g) provide the Sergeant tested with an opportunity to have the additional reserved sample tested by a clinical laboratory or hospital facility of the Sergeant's own choosing, at the Sergeant's own expense; provided the Sergeant notifies the Village Clerk within seventy-two (72) hours of receiving the results of the test, and provided that the clinical laboratory or hospital facility conforms to the same criteria as set forth above;
- (h) require that the laboratory or hospital facility report to the Employer (but a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug). The parties agree that, should any information concerning such testing or the result thereof be obtained by the Employer inconsistent with the understandings expressed herein (e.g. billing for testing that reveal the nature of number of tests administered) the Employer will not use such information in any manner or forum adverse to the Sergeant's interests;
- (i) require that with regard to alcohol testing for the purpose of determining whether the Sergeant is under the influence of alcohol test results showing an alcohol concentration of .02 or more based upon the grams of alcohol per 100 millimeters of blood be considered positive. Alcohol concentration of less than .02 based on the grams of alcohol per 100 millimeters of blood shall be negative;
- (j) provide each Sergeant tested with a copy of all information and reports received by the Employer in connection with the testing and the results within three (3) days of receipt;

- (k) insure that no Sergeant is the subject of any adverse employment action except emergency temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such emergency reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.
- (l) have a supervisor that is not a member of the Union drive and escort the Sergeant to any testing that is not conducted at the Village.

#### **Section 8.6 Right to Contest**

The Union and/or the Sergeant, with or without the Union, shall have the right to file a grievance claiming that any provision under Section 8.4 or 8.5 has been violated. The filing of a grievance shall not affect the Employer's right to take disciplinary action against the Sergeant if otherwise allowed under this Article. Sergeants retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Union. A copy of the grievance form is attached as Appendix B.

#### **Section 8.7 Voluntary Requests for Assistance**

The Employer shall take no adverse employment action against a Sergeant who prior to being ordered to test voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Employer may require reassignment of the Sergeant or place the Sergeant on administrative leave with pay if he is then unfit for duty in his current assignment, and provided the Sergeant is not under investigation for drug or alcohol abuse, and further provided that the Sergeant agrees to and submits to the conditions set forth in section 8.8 (a) through (d) below. The Employer shall make available through an Sergeant Assistance Program, and if none is available, a similar program as agreed upon by the Employer and the Union, to provide a means by which the Sergeant may obtain referrals and treatment. All such requests shall be confidential and any information received by the Employer, regarding participation in such program through whatever means, shall not be used in any manner adverse to the Sergeant's interests, except reassignment as described above.

#### **Section 8.8 Discipline**

In the first instance that an Sergeant tests positive on both the initial and confirmatory test for drugs or is found to be under the influence of alcohol as defined above, while on duty, after being ordered to submit to a test pursuant to Section 8.4, the Sergeant shall be subject to termination from employment unless the Sergeant meets the conditions 8.8a-8.8d outlined below. If the Sergeant meets these conditions, the Employer shall nonetheless have the right to impose a suspension of up to thirty (30) days.

- (a) the Sergeant agrees to appropriate treatment as determined by the physician(s) involved;
- (b) the Sergeant discontinues his or her use of illegal drugs or abuse of alcohol;
- (c) the Sergeant successfully completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve months;

(d) the Sergeant agrees to submit to random testing during the period of "after-care."

Sergeants who voluntarily seek assistance with drug and/or related problems prior to being under suspicion of alcohol or drug use while on duty, shall not be subject to any disciplinary or other adverse employment action by the Employer provided that the Sergeant meets the conditions enumerated in 8.8(a) – 8.8(d).

Sergeants who do not agree to or who do not act in accordance with the foregoing, refuse to take the testing as described in Section 8.4, 8.5, or 8.6 or test positive a second or subsequent time for the presence of illegal drugs or is found to be under the influence of alcohol while on duty shall be subject to discipline, up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an Sergeant on active status throughout the period of treatment if it is appropriately determined that the effect of the Sergeant's use of alcohol or drugs prevents such individual from performing the duties of a Sergeant or whose continuance on active status would constitute a direct threat to the property or safety of others.

Such Sergeants shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence, at the Sergeant's option, pending treatment. The foregoing shall not limit the Employer's right to discipline Sergeants for misconduct.

#### **ARTICLE IX - BILL OF RIGHTS**

Whenever an Sergeant is under investigation, subjected to interrogation or anytime an Sergeant is questioned where discipline (excluding verbal reprimand) may result by the Police Department, the Sergeant shall be entitled to those rights set out in Chapter 65 ILCS 5/10-2.1-17, et seq. of the Illinois Compiled Statutes Section 2, and the United States Supreme Court decision in NLRB v. Weingarten, 420 U.S. 251 (1975) and Department of Central Management Services & Corrections (Morgan) decision, 1 PERI par. 20220 (ISLRB, 1985). If the investigation or interrogation of a Sergeant results in a recommendation of discipline involving a suspension in excess of five days or termination, the procedures set forth in Illinois Compiled Statute., Ch. 50, ILCS 725/1, et seq. shall apply.

#### **ARTICLE X - GRIEVANCE AND ARBITRATION**

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. For the purposes of this Agreement, a grievance is any dispute or difference of opinion raised by a Sergeant or the Council against the Employer involving the meaning, interpretation or application of an express provision of this Agreement. Any time period provided under the steps in the grievance procedure may be mutually extended or reduced.

##### **Section 10.1 Step One: Lieutenant**

The Sergeant with or without a Union representative, may take up a grievance with the Sergeant's immediate supervisor within seven (7) calendar days of its occurrence, or

circumstances giving rise to a grievance or when first known by the grievant. The grievance must be reduced to writing and must state the specific provision(s) of the agreement upon which it is based, the facts supporting the grievance and the remedy sought. The supervisor shall then meet with the Sergeant and/or Union and attempt to adjust the matter. The supervisor shall respond in writing to the grievance within ten (10) calendar days after this meeting.

**Section 10.2**            **Step Two: Chief of Police**

If not adjusted in Step One, the grievance shall be presented to the Chief of Police within fifteen (15) calendar days following receipt of the Lieutenant's answer in Step One. The Chief of Police shall attempt to adjust the grievance as soon as possible, and will schedule a meeting with the Sergeant, his Lieutenant, and Union Representative within ten (10) calendar days after receipt of the grievance from the Council. The Chief of Police shall then render a decision, based on the supplied information during the meeting, within fifteen (15) calendar days of the meeting.

**Section 10.3**            **Step Three: Arbitration**

If the grievance is not settled in Step Two, the matter shall be referred for arbitration by written request by the Council made within fifteen (15) calendar days of the Chief's answer in Step Three. Arbitration shall proceed in the following manner:

- (1) The Employer and the Union shall each appoint a representative to the arbitration panel. The two arbitrators shall in turn, by mutual agreement, select a third arbitrator to serve as chairman of the arbitration panel. In the event the two arbitrators are unable to agree upon the third arbitrator, they shall obtain a list of recognized arbitrators from an organization that is recognized as providing such lists, such as the Federal Mediation and Conciliation Service or the American Arbitration Association. Upon receipt of such list, the Employer representative shall strike a name from the list; then the Union representative shall strike a name from the list. Striking shall alternate until one name remains. The remaining individual shall be the third party and the chairman of the panel.
- (2) The Employer and the Union shall each bear the expense of their own representative and equally share the expense of the arbitrator and all other costs associated with arbitration.
- (3) The Arbitrator shall have no right to amend, modify, nullify, disregard, add to, or subtract from the provisions of this Agreement. The Arbitrator shall only consider and make a decision with respect to the specific issue or issues presented to the Arbitrator and shall have no authority to make a decision on any other issues not so submitted. The Arbitrator shall submit in writing his decision to the Employer and to the Union within thirty (30) days following the close of hearing unless the parties agree to an extension thereof. The decision shall be based upon the Arbitrator's interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented, and shall be final and binding upon the parties.

- (4) The resolution of a grievance satisfactory to the Union at any step shall be deemed a final settlement, and any grievance not initiated or taken to the next step within the time limit specified herein will be considered settled on the basis of the last answer by management. The time limits specified in this Article may be extended or waived by mutual agreement. Grievances may be initiated at any appropriate step corresponding with the nature of the grievance and the manner in which it arose.
- (5) Grievance meetings shall be scheduled at reasonable times and in a manner which does not unreasonably interfere with the Employer's operations. Reasonable duty time shall be allowed the grievant Sergeant(s) and the watch representative or unit representative under this Article, for the pre-arbitration steps under this Article.
- (6) It is the intent of the parties to this Agreement that the procedures set forth in this Article shall be mandatory as to any grievance unless expressly and specifically excluded by the terms of this Agreement.

## **ARTICLE XI- LABOR-MANAGEMENT CONFERENCES**

### **Section 11.1 Meetings**

The Union and the Employer mutually agree that in the interest of efficient management, and harmonious Sergeant relations, it is desirable that meetings be held between Council representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a "labor-management conference" and expressly providing the agenda for such meeting. Such meetings and locations shall be limited to:

- (a) Discussion on the implementation and general administration of this Agreement.
- (b) A sharing of general information of interest to the parties.
- (c) Notifying the Union of changes in non-bargaining conditions of employment contemplated by the Employer which may affect Sergeants.

The Employer and the Union agree to cooperate with each other in matters of the administration of this Agreement, and to the degree that standards of law enforcement can be effectuated for the maximum protection of the citizens of the Village of Broadview.

To effectuate the purposes and intent of the parties, both parties agree to meet as necessary.

### **Section 11.2 Exclusivity**

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "labor-management conferences", nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

**Section 11.3 Attendance**

When absence from work is required to attend "labor-management conferences," Union members shall, before leaving their work station, give reasonable notice to and receive approval from, their supervisor in order to remain in pay status. Supervisors shall approve the absence except in emergency situations or if such approval would reduce the number of Sergeants below the minimum manning requirements. Union members attending such conferences shall be limited to two (2). Travel expenses associated with any "labor-management conferences" shall be the responsibility of the Sergeant.

**Section 11.4 Time/Location**

Union and Employer shall agree to the time and location of "labor-management conferences."

**ARTICLE XII – SERGEANT DISCIPLINE**

**Section 12.1 Just Cause Standard**

No Sergeant covered by this agreement shall be suspended, terminated, or otherwise disciplined without just cause.

**Section 12.2 Right to Impose Discipline**

The Employer shall have the right to impose any of the following disciplinary actions against a Sergeant depending upon the nature, circumstances and severity of the offense: (1) verbal warning or reprimand; (2) written warning or reprimand with a copy to the Sergeant's personnel file; (3) suspension with or without pay; and (4) termination from employment.

Any such disciplinary actions shall be administered in a timely manner. Any Sergeant covered by this agreement is entitled to Union representation at any meeting that could lead to or result in disciplinary action.

**Section 12.3 Right to Challenge Discipline**

In the event that a Sergeant covered by this Agreement is suspended for more than five days without pay, or is discharged, the Sergeant shall have the option of proceeding before the Board of Fire and Police Commissioners or an impartial arbitrator selected pursuant to the grievance procedures contained in Article X of this Agreement. The Sergeant must elect, in writing and at the time the Sergeant is notified of the contemplated suspension or dismissal, whether the Sergeant wishes to proceed before the Board of Fire and Police Commissioners or an arbitrator. If the Sergeant elects to proceed before an impartial arbitrator, the election waives any and all rights the Sergeant may have to proceed before the Board of Fire and Police Commissioners. If the Sergeant elects to proceed before the Board of Fire and Police Commissioners, charges will be filed and the case will proceed according to the Rules and Regulations of the Board of Fire and Police Commissioners and applicable law, and the election waives any and all right the Sergeant may have to proceed before an impartial arbitrator. In no case will a Sergeant be allowed to proceed before both an arbitrator and the Board of Fire and Police Commissioners with respect to the same matter. The Sergeant shall have five (5) business



days to select the hearing forum from the date the Sergeant is notified of the discipline. If the Sergeant fails to make a timely selection the Employer shall have the right to make the selection.

### **ARTICLE XIII - MISCELLANEOUS**

#### **Section 13.1 File Inspection, Use and Disclosure**

The Employer's personnel files, disciplinary history and investigative files relating to any Sergeant shall be subject to review pursuant to 820 ILCS 40/1, et seq.

#### **Section 13.2 Use and Destruction of File Material.**

Any files, including any materials contained therein, maintained by the Employer containing disciplinary material and/or information relating to an Sergeant, except Police Board cases or as may be ordered by a Court in a pending case, shall be destroyed five (5) years after the date of the incident or the date upon which the violation is discovered, whichever is longer, unless the investigation relates to a matter which has been subject to either civil or criminal court litigation prior to the expiration of the five year period. In such instance, files normally will be destroyed five years after the date of the final court adjudication, unless a pattern of sustained infractions exists. If a court or other state agency of competent jurisdiction orders the Employer to retain the records beyond five (5) years, the Employer shall destroy the records after complying with said order.

Any record of summary punishment may be used for a period of time not exceed three (3) years and shall thereafter not be used to support or as evidence of adverse employment action.

### **ARTICLE XIV - INDEMNIFICATION**

#### **Section 14.1 Employer Responsibility**

The Employer shall be responsible for, hold Sergeants harmless from and pay for damages or moneys which may be adjudged, assessed or otherwise levied against any Sergeant covered by this Agreement. However, the Employer shall not be liable for any punitive damage adjudged, assessed or otherwise levied against any Sergeant or actions of the Sergeant operating outside the scope of employment.

#### **Section 14.2 Legal Representation**

Sergeants shall have legal representation selected by the Employer in any civil cause of action brought against a Sergeant resulting from or arising out of the performance of duties. The Employer shall have the sole right to obtain counsel for the Sergeant and the Sergeant shall have no right to obtain separate counsel except in circumstances which demonstrate a conflict between the Sergeant and Employer which has resulted because the Employer will not agree to pay for representation or coverage for the Sergeant due to the Sergeant's actions being outside the scope of employment or if the Employer otherwise disavows the Employer responsibility from Section 13.1 above. If there is a conflict which requires separate representation for the Sergeant but in which the Employer is fulfilling its obligation under Section 13.1, the Employer shall select the Sergeant's counsel at its sole discretion.

**Section 14.3 Cooperation**

Sergeants shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Article.

**Section 14.4 Applicability**

The Employer will provide the protections set forth in Section 14.1 and Section 14.2 above, so long as the Sergeant is acting within the scope of his employment and where the Sergeant cooperates, as defined in Section 14.3, with the Employer in defense of the action or actions or claims.

**ARTICLE XV - SENIORITY**

**Section 15.1 Definition of Seniority**

As used herein, the term "seniority" shall refer to and be defined as the continuous length of service or employment covered by this Agreement from the date of last hire.

**Section 15.2 Vacation Scheduling**

Sergeants shall select the periods of their annual vacation on the basis of seniority within unit of assignment. Vacation schedules may be adjusted to accommodate seasonal operations, significant revision in organization, work assignments or the number of personnel in particular ranks.

**Section 15.3 Termination of Seniority**

A Sergeant shall be terminated by the Employer and seniority broken when the Sergeant:

- (a) Quits; or
- (b) Is discharged for just cause; or
- (c) Fails to apply for reinstatement after a reduction in force after being notified by the Board of Fire and Police of the availability of a position pursuant to Illinois Compiled Statutes, Ch. 65 ILCS 5/10-2.1-18.
- (d) Accepts gainful employment while on an approved leave of absence from the Police Department; or
- (e) Is absent for three consecutive scheduled work days without proper notification or authorization.

**ARTICLE XVI - UNION BUSINESS**

**Section 16.1 Union Activity During Working Hours**

Sergeants shall, after giving appropriate notice to the Chief of Police, be allowed reasonable time off with pay during working hours to attend grievance hearings, labor/management meetings, committee meetings and activities if such committees or activities have been established by the Village and if such Sergeants are required to attend such meetings

by virtue of being Union representatives. This only applies to one (1) on-duty personnel. In the event the individual is off-duty, there shall be no compensation.

**Section 16.2 Access to Premises by Union Representatives**

The Employer agrees that Union staff representatives shall have reasonable access to the premises of the Village so long as they give notice and purpose for such visit to the appropriate Village representative and provided that such visits do not interfere with normal operations. Said notice must be made within three (3) working days prior to said visit. Such visitations shall be for reason of the administration of this Agreement. Nothing contained herein shall be construed as authorizing or permitting the convening of a Union caucus or meeting on Village time to consider a matter which can reasonably be discussed by the Sergeants on non-work time.

**ARTICLE XVII- SAFETY ISSUES**

**Section 17.1 Safety Committee**

The Chief of Police or the Chief's designee shall meet with the Union Safety Committee, to discuss safety issues, upon the written request of either the Employer or the Union.

Any report or recommendation which may be prepared by the Union or Designees(s) of the Chief of Police as a direct result of these meetings will be in writing and copies submitted to the Chief of Police and the President of the Union.

**Section 17.2 Disabling Defects**

No Sergeant shall be required to use any equipment that has been designated by both the Union and the Employer as being defective because of a disabling condition unless the disabling condition has been corrected.

When an assigned department vehicle is found to have a disabling defect or is in violation of the law, the Sergeant will notify his supervisor, complete required reports, and follow the supervisor's direction relative to requesting repair, replacement, or the continued operation of said vehicle.

The Employer shall take all reasonable steps to protect Sergeants during working hours in the performance of their duties.

**ARTICLE XVIII- BULLETIN BOARDS**

The Employer shall provide the Union with designated space on available bulletin boards, or provide bulletin boards on a reasonable basis, where none are available for purposes of the Union.

## **ARTICLE XIX- LEAVES OF ABSENCE**

### **Section 19.1 Bereavement Leave/Death in Family**

The Employer agrees to provide Sergeants leave without loss of pay as a result of death in the family, not to exceed three (3) days. In extraordinary circumstances, the Chief of Police, or his designee may, in his sole discretion, agree to grant an Sergeant's request in excess of this three (3) days.

### **Section 19.2 Definition of Family**

A member of the immediate family shall be defined to be any Sergeant's mother, father, wife, husband, daughter or son (including step or adopted), sister or brother (including half or step), father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law or minor grandchild.

### **Section 19.3 Maternity Leave**

A leave of absence shall be granted for maternity upon request without pay. Such request must be presented in writing to the Sergeant's immediate supervisor, setting forth a date when leave is to begin, as soon as that date can be determined by the Sergeant and the Sergeant's physician. Upon receiving the physician's report, the Department shall transfer the Sergeant to a suitable position to eliminate possible injury to the fetus and Sergeant. Return to work shall be as soon as reasonable after delivery, as permitted by a signed release by the Sergeant's physician. In the event this provision is in any way in conflict with a Federal or State statute, said statute shall control.

### **Section 19.4 Injury Leave**

A Sergeant who sustains injuries or illness arising out of and in the course of his employment shall be covered by the provisions of Ch. 5, ILCS 345/1, Illinois Compiled Statutes. No Sergeant will lose any benefits while injured on duty, and will continue to accumulate all benefits provided while injured on duty, and will continue to accumulate all benefits provided by this Agreement. Sergeants on injury leave may be returned to light duty if able to perform the work and placed at the discretion of the Department.

- (a) The Employer reserves the right to direct the Sergeant to submit to medical evaluation to determine the extent of any disability or work restrictions, so as to facilitate return to work. In the event a Sergeant does not agree with the medical evaluation of the Village, the Sergeant may submit a medical evaluation by his or her medical expert. In case of a disagreement of the opinion, the disagreement shall be resolved under appropriate sections of the Worker's Compensation Act of the State of Illinois.

### **Section 19.5 Sickness in the Family**

To the extent permitted by the employee sick leave Act, 820 ILCS 191/1 et seq, Sergeants may use their personal sick leave benefits for illness, injuries, or medical appointments of the Sergeant's child, spouse, sibling, parent, mother-in-law, father in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the Sergeant's attendance may be necessary. A Sergeant's use of sick leave under the sick leave act is limited to the amount of personal sick leave that the Sergeant accrues under this agreement during a six-month period. Sergeants may not use sick leave before it is earned.

**Section 19.6                    Family and Medical Leave**

The Village agrees that any Sergeant (male or female) shall be governed by the policy and procedures in accordance with the Family and Medical Leave Act and like statutes.

**Section 19.7                    Military Leave**

Any Sergeant covered by this Agreement shall be granted military leave in accordance with state and federal law.

**Section 19.8                    Jury Duty Leave**

Sergeants covered by this Agreement who are required to serve on a jury shall sign their jury duty checks over to the Employer, excluding any payments for incidental expenses such as travel, meals and parking. The Employer shall compensate such Sergeants, at their regular rate of pay, for each hour actually spent on jury duty to a maximum of eight (8) hours per day.

**ARTICLE XX - SICK LEAVE**

The Employer policy existing on 4/14/97 governing the use of sick leave and sick leave benefits shall remain in effect for the duration of this Agreement. A copy of the Sick Leave policy is attached as Appendix C.

**ARTICLE XXI - WORKING OUT OF CLASSIFICATION**

**Section 21.1                    Working Out of Position**

Any Sergeant who is regularly scheduled to work in a position or rank senior to that which he normally holds shall be paid at the rate for the senior position or rank while so acting.

**ARTICLE XXII – REDUCTION IN FORCE**

The Employer shall have the sole right to determine whether any reduction in force or layoff is necessary in the bargaining unit. In the case of such an action, the Employer shall give the Union thirty (30) days notice of its decision. During this time the Union can propose alternatives to the Employer but said proposals shall not delay implementation of the decision.

Further, any Sergeant(s) laid off shall be placed on a recall list for a minimum of twenty-four (24) months. If there is a recall, qualified Sergeant(s) who are still on the recall list shall be recalled in the reverse order of their layoff. Notwithstanding the foregoing, any Sergeant who has been laid off will be recalled on the basis of seniority in the police department. Sergeant(s) who are recalled shall be given a fifteen (15) day notice by certified or registered mail or

personal delivery at the Sergeant's last address of record, return receipt requested, with a copy to the Union. It is the responsibility of the Sergeant to keep the Village notified of his/her current address. The Sergeant(s) must notify the Chief of Police or his designee of his intention to return to work within ten (10) days after mailing of the notice of recall. If a Sergeant fails to timely respond to the recall notice, his or her name shall be removed from the list.

### **ARTICLE XXIII - ECONOMIC BENEFITS AND WORK PRACTICES**

All economic benefits (i.e., forms of pay, paid time off and fringe benefits), which have been conferred upon patrolmen by the Employer in the past as a matter of practice rather than by express provisions of this or any predecessor Agreement, and non-economic work practices (defined as established practices which are known to exist by officials at the highest levels of both parties, and which have been applied in a clear and consistent manner so as to give rise to an inference of mutual agreement) which are not set forth in this Agreement and are currently in effect shall continue and remain in effect for the term of this Agreement. No past practice, economic or non-economic, however, shall be construed so as to supersede or alter the plain meaning of the express provisions of this Agreement, nor shall this Article be deemed to restrict management rights as outlined in Article V of this Agreement.

### **ARTICLE XXIV – VACATION BENEFITS AND WORK PRACTICES**

#### **Section 24.1           Holidays**

Sergeants Day after Thanksgiving shall receive a total of ten (10) paid holidays per year, to be paid as follows. Payment of all holidays shall be made the last payday of November of the calendar year on a separate check from the Sergeant's regular earned wages for the paid holidays listed below, provided the Sergeant was employed on the holiday.

New Year's Day	Martin Luther King's Birthday
President's Day	Memorial Day
Independence Day	Labor Day
Veteran's Day	Thanksgiving Day
Christmas Day	Day after Thanksgiving

#### **Section 24.2           Scheduled Holidays**

Sergeants who are required to work a regular tour of duty (eight hours) on a holiday, will be credited with an additional four (4) hours of compensatory time or pay, at election of Sergeant. Sergeants who are scheduled to work a holiday shift and are either held over or called in early to work the four (4) hour period before or after their scheduled shift shall receive two (2) hours of either compensatory time or pay at their election.

#### **Section 24.3           Personal Days**

Sergeants shall be allowed forty-eight (48) hours of personal time to be used in twelve (12) hour blocks for twelve -hour work shift Sergeants, and eight (8) hour blocks for eight hour work shift Sergeants. Personal days must be taken during the calendar year subject to the

limitations below.

- (a) Personal days may be taken only if the shift on which the Sergeant would otherwise work meets the minimum manning requirements in his absence.
- (b) In the event two or more Sergeants submit a request to take a personal day on the same day for the same day off, the conflict shall be resolved in favor of the more senior Sergeant. Once a personal day is marked on the posted schedule, seniority will no longer prevail.
- (c) Unused personal days may not be accumulated from year to year.
- (d) Once a personal day is marked on the posted schedule it cannot be cancelled.

**Section 24.4                    Earned Vacation**

Sergeants shall receive annual vacation pay in accordance with the following schedule:

<b>SERVICE TIME</b>	<b>VACATION EARNED</b>
13 <sup>th</sup> through the 60 <sup>th</sup> month	2 weeks
61 <sup>st</sup> through the 120 <sup>th</sup> month	3 weeks
121 <sup>st</sup> through the 180 <sup>th</sup> month	4 weeks
181 <sup>st</sup> month through 240 <sup>th</sup> month	5 weeks

**Section 24.5                    Vacation Schedule**

Vacations shall be scheduled and paid in accordance with existing Village policy. A vacation request may be denied at the discretion of the Chief of Police in time of crisis or emergency.

**ARTICLE XXV - INSURANCE**

**Section 25.1                    Health Insurance**

- (a) The parties agree that the current medical plan options and plan design shall remain in effect through April 30, 2020. Effective with the date of ratification of this agreement, the health insurance plan design to take effect on May 1, 2017 and on each subsequent May 1 thereafter shall be determined through the process set forth in Section 25.1.
- (b) As the parties desire to maintain health care costs and keep those costs under control, at the sole discretion of the Employer, the Employer may modify, change or alter insurance carriers and shall also have the right to change medical plan design and/or type for subsequent years so that it is consistent with the current medical plans or such other modified Health Retirement Account or Health Savings Account or other plan, provided that the Sergeants obligation is substantially similar to the Sergeants' obligation in the current medical insurance plan or the medical plan as modified pursuant to this Article.
- (c) A Medical Insurance Committee (Committee) shall be established as follows:
  - 1. The Committee shall consist of nine (9) members which shall include the Fire Chief or his designee and the Police Chief or his designee; two (2) members from the Fire

Department; two (2) members of the Police Department, the Village President or his Designee, and two employees from the Village non-union workforce chosen by the Village President.

2. The Committee shall be tasked with reviewing medical insurance plan design options and related premium rates procured from the Village insurance broker or other medical insurance providers. Any committee member may recommend an insurance provider or medical insurance plan for consideration.
3. The review process shall commence with a meeting in September of each year for the purpose of organizing the process and scheduling Committee meetings for October through December. There shall be no fewer than two meetings during each of those months.
4. During the review process, plan design issues and the resultant effect on the Village's medical insurance premium costs shall be fully analyzed. The Village insurance broker will be available during this period to answer questions and provide additional information as needed. The Committee shall narrow down the plan design/premium options to at least two choices by the end of December.
5. During the first week of January, the Committee shall vote on the plan design/premium options to determine which option to present for recommendation to the Village Board of Trustees ("Board"). The recommendation shall be determined by majority vote of the Committee.
6. The Committee recommendation shall be made to the Board immediately after the vote.
7. Knowing that there can be differences of opinion, the Employees will agree to be bound by the determination of the Committee.
8. The Board shall give full consideration to the Committee recommendation as well as its fiscal impact on the Village budget. The Board shall either accept the recommendation or choose another option. The new insurance plan design and premium rate chosen by the Board shall go into effect on May 1.
9. A Committee member shall have the right to attend a Committee meeting if they are scheduled to work the day of the meeting, except if an emergency situation, as determined at the Chief's discretion, precludes the attendance. A Committee member who attends a Committee meeting on a day that the Committee member is not on duty, shall do so voluntarily and will not receive compensation for the attendance at the Committee Meeting.



- (d) If the Board decides to implement medical insurance benefits different than those recommended by the Committee, and that decision is grieved by the Union, the Village shall consult the Union and attempt to resolve the issue voluntarily. If the Parties cannot resolve the dispute, the Union shall have the right to arbitrate pursuant to Article 10 of this Agreement the issue of whether the medical insurance benefits chosen by the Board are substantially similar to the medical insurance plan in place at the time of the dispute or as modified pursuant to this Article.
- (e) Upon receipt by the Employer of the summary plan description, each enrollee shall be provided with a copy of the same for the relevant enrollment period (which renews annually). Notwithstanding the process set forth in part c above, the Employer reserves the right to change insurance carriers.

**Section 25.2 Life Insurance**

The Employer shall continue to provide a Life insurance policy in the amount of \$25,000 per Sergeant. Additionally, in the event the Sergeant dies under duty related accidental circumstances or in the course of employment, the Employer shall provide a life insurance policy in the amount of \$50,000.00.

**Section 25.3 Optical Coverage**

The Optical Coverage currently in place and being provided to the Sergeants shall continue and the optical coverage premium costs shall be paid for by the Employer.

**Section 25.4 Sergeant Contribution**

There will be 24 pay periods per year. Sergeant contributions shall be deducted on a pre-tax basis. Sergeant premium contributions shall be for all offered plans including but not limited to PPO Coverage, PPO Coverage with the Health Savings Account, HMO and Dental as follows:

**Effective May 1, 2017** The Sergeant's contribution on Health Insurance is 12.5% for the duration of the agreement effective the date of execution of the contract.  
Health Insurance shall not be retroactive for a percentage contribution reduction.

**Section 25.5 Annual Physicals**

Each Sergeant covered under this Agreement shall be entitled to one annual physical.

**ARTICLE XXVI - EDUCATION INCENTIVE**

**Section 26.1 Associate Degree**

Sergeants with more than four years of service who possess an Associate's Degree in the fields of Law Enforcement, Police Science, Criminal Justice, Public Administration or Computer Science, shall receive a \$600.00 per annum stipend with the first annual stipend on the March 15, 2017 paycycle. Upon execution and approval of this Agreement, the bi-monthly installments currently being paid shall cease and the \$600.00 payment on March 15, 2017, shall be reduced by the amounts already paid the Sergeant through the date of execution and approval of this Agreement. For each subsequent year, the \$600 stipend shall be on the March 15, paycycle.

**Section 26.2            Bachelors Degree**

Sergeants with more than four years of service who possess a Bachelors Degree in the fields of Law Enforcement, Police Science, Criminal Justice, Public Administration or Computer Science shall receive a \$1000.00 per annum stipend with the first annual stipend on the March 15, 2017 paycycle. Upon execution and approval of this Agreement, the bi-monthly installments shall cease and the \$1000.00 payment on March 15, 2017, shall be reduced by the amounts already paid the Sergeant through the date of execution and approval of this Agreement. For each subsequent year, the \$1000 stipend shall be on the March 15, paycycle.

**Section 26.3            Limitations**

In no event shall a Sergeant receive two education incentives at the same time.

**ARTICLE XXVII- TUITION REIMBURSEMENT**

**Section 27.1        Reimbursement**

Sergeants shall receive tuition reimbursement for attending courses at a community, or junior college, accredited by the State of Illinois. Sergeants shall obtain the approval from the Chief of Police prior to attending the school. Tuition shall be reimbursed at the rate of 100% if the Sergeant passes the course. Courses shall be limited to the following fields: Law Enforcement, Police Science, Criminal Justice, Public Administration or Computer Science.

**Section 27.2        Limitations**

No tuition reimbursement shall be paid after the Sergeant receives an Associates Degree.

**ARTICLE XXVIII- WORK SCHEDULE AND OVERTIME**

**Section 28.1            Work Period**

For Sergeants assigned to work an eight-hour shift, the normal work period shall be a forty (40) hour work week.

For Sergeants assigned to work a twelve-hour shift, the normal work period shall be a forty-two hour (42) work week. The normal work period shall not consist of more than 84 hours per 14 day (2 week) work cycle. The twelve (12) hour shift system creates an 84 hour work cycle every 14 days (2 weeks). This four hour "overtime" every 2 weeks (12hour in 6 weeks) shall be alleviated in one of two ways: (a) one work day every 14 days (2 weeks) will be converted to an eight (8) hour day, or Kelly day system will be implemented where each officer will be given one twelve-hour (12) day off every 6 weeks to place the Sergeant's hours worked at a forty-hour/per week average. Each Sergeant working a twelve (12) hour shift shall be allowed one sixty (60) minute lunch and one thirty (30) minute break. The work breaks are designed to be taken individually and not connected together.

**Section 28.2            Overtime Pay**

Sergeants assigned to work an eight-hour shift schedule shall be compensated at the rate of one and one-half times their normal hourly rate of pay for all hours worked in excess of eight hours per day.

### **Section 28.3 Court Time**

All off-duty time for court, grand jury appearances, subpoena appearances, and housing court shall be paid at the rate of one and one-half (1 1/2) times the normal rate of pay. Sergeants who appear off duty, provided that they are Village related issues in the scope of Sergeant's employment, shall be guaranteed a minimum of three (3) hours for court time. The Sergeant shall be entitled for three (3) hours for court time for the morning call and a minimum of three (3) hours for court time for the afternoon call.

### **Section 28.4 Compensatory Time**

Sergeants shall have the right to choose compensatory time rather than overtime pay. Compensatory time off shall be accumulated at the rate of one and one-half times the overtime hours worked up to a maximum of forty (40) hours.

### **Section 28.5 Compensatory Time Requisites**

- a. Any compensatory time accrued prior to the effective date of this agreement and in excess of 40 hours must be taken as time due or cashed in before April 30, 2021.

Compensatory time accrued during this contract in lieu of overtime payment may be accumulated up to a maximum of 40 hours at any given time.

- b. Compensatory time shall be taken in segments of no less than four (4) hours but not more than sixteen (16) hours; that is, not more than two (2) consecutive work days.
- c. Compensatory time shall be taken subject to availability and manpower requirements of the Broadview Police Department and will require a written request to and approval by the Division Commander.
- d. A compensatory day may be canceled by just cause no less than two (2) days prior to time requested
- e. If a Sergeant must work on a scheduled compensatory day, the compensatory day will be canceled and returned to the Sergeant's Compensatory Bank.
- f. This is to comply with the Fair Labor Standards Act reference alternate method for receiving overtime pay.

### **Section 28.6 Call Back**

A Sergeant called back to work after having left work shall be guaranteed a minimum of three (3) hours' pay at overtime rates or be compensated for the actual time worked, whichever is greater, at the overtime rate. A call back is defined as an official assignment of work which does not continuously precede or follow an Sergeant's regularly-scheduled working hours, which is assigned when the Sergeant is outside the zone of his employment.

Sergeants ordered back to work shall have at least six (6) hours off before returning to duty. A Sergeant may be ordered back within that six (6) hour period for minimum shift standard; however, if that occurs, the Sergeant shall be compensated at double time for the hours worked due to the order back.

## ARTICLE XXIX - UNIFORM ALLOWANCE AND CLOTHING ISSUE

### Section 29.1 Clothing Issue

Sergeants shall receive as basic issue those items set forth below:

2	Hats with silver strap (both same type)	2	Sets "BPD" collar bars/2 name plates
5	Short sleeve shirts	1	Tie, 2 tie claps
5	Long sleeve shirts	1	Bullet-proof vest (under shirt type)
5	Pair trousers, 1 trouser belt	1	Riot helmet with accessories
2	Pair shoes (1 low top or boot - Sergeant choice)	1	Night stick
1	Rain coat, 1 rain hat cover	1	Riot baton/Asp
1	Fall/winter jacket (nylon/leather - Sergeant choice)	1	Ear protector & glasses (for range)
2	Department badges	1	Long sleeve sweater
1	Department hat shield	1	Set leather/nylon duty equipment (Sergeants choice)

1 Gold Hat Strap

### Section 29.2 Clothing, Maintenance and Special Equipment Allowance

The Employer shall afford to each Sergeant assigned to work as a Detective up to the maximum sum of seven hundred dollars (\$700.00) per calendar year for the purchase and maintenance of clothing. Detectives shall tender their reimbursement requests on June 30<sup>th</sup> for up to one-half (1/2) of the allowance and December 31<sup>st</sup> for the remainder of the clothing allowance. Detective clothing allowance shall be pro-rated based upon each full month of duty time served exclusively as a detective, being equal to 1/12th of the maximum annual sum.

For all bargaining unit Sergeants, the Employer shall afford the sum of six hundred eighty dollars (\$680.00) for the purchase and maintenance of clothing and special equipment. On May 1, 2017, the Employer shall afford the sum of seven hundred thirty dollars (\$730.00) for the calendar year ending on April 30, 2018 for the purchase and maintenance of clothing and special equipment. This annual allowance shall be made available to the Sergeants on or before May 1st of each year this Agreement is in effect. Newly promoted Sergeants shall receive clothing allowance on a pro-rated basis for the first year.

In addition, "One (1) set of leather/nylon duty equipment" listed under Section 29.1, shall be pursuant to the following:

Sergeants shall have the choice of either leather or nylon duty equipment, including the type of equipment the Sergeant desires (i.e., basic/high security). The Sergeant shall obtain a confirmation letter and purchase duty equipment, limited to the below schedule conforming to departmental standards, from "Ray O'Heron", "Kale" or the "Shirt Stop", provided total cost to the Employer shall not exceed five hundred (\$500.00).

One (1) Gun Belt and Buckle	One (1) Asp Holder
One (1) Holster	One (1) Radio Case
One (1) Clip Holder	One (1) Pepper Spray Holder
One (1) Handcuff Case	Four (4) Belt Keepers
One (1) Rubber Glove Pouch .	One (1) Flashlight Ring
One (1) Key Ring Holder	One (1) Flashlight Holder

After the signing of this Agreement the Village will issue new body armor, provided that the present armor worn by the Sergeant is five (5) years or older. The Village will replace this body armor every five (5) years.

**ARTICLE XXX -  
WAGES**

**Section 30.1            Salary**

The base salary schedule for the fiscal year 5/1/17 to 4/30/20 shall be as follows.

<u>Current</u>	<u>5/1/2017</u>	<u>5/1/2018</u>	<u>5/1/2019</u>
\$92,680.41	<u>2.25%</u> \$94,765.72	<u>2.25%</u> \$96,897.95	<u>2.25%</u> \$99,078.15

Wage rates will be retroactive to May 1, 2017, for employees in the bargaining unit as of the date of execution of the CBA.

**Section 30.2            Longevity Schedule**

In addition to the salary amounts set forth in Section 30.1 of this Agreement, eligible bargaining unit Sergeants receive the following longevity pay amounts which shall be considered part of the base salary attached to their rank for all purposes:

After the completion of fifteen (15) years of service an additional .25% added to the Sergeants base rate of pay.

After the completion of twenty (20) years of service an additional .50% added to the Sergeants base rate of pay.

After the completion of twenty five (25) years of service an additional .75% added to the Sergeants base rate of pay.

The maximum longevity any Sergeant will receive during this Agreement will be 1.5% cumulative for any Sergeant who has completed 25 years of service with the Village of Broadview Police Department.

Longevity will be retroactive to May 1, 2017 for employees in the bargaining unit as of the date of execution of the CBA.

**ARTICLE XXXI - GENERAL PROVISIONS**

**Section 31.1            Visitation**

Authorized representatives of the Union shall be permitted to visit the Department

during working hours to talk with Sergeants of the local Union and/or representatives of the employer concerning matters covered by this Agreement. The Union will provide three (3) days' notice prior to any such meeting.

**Section 31.2            Records**

The Union or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any Sergeant whose pay is in dispute or any other records of the Sergeant pertaining to a specific grievance, at reasonable times with the Sergeant's consent.

**Section 31.3            Eye Glasses**

The Employer agrees to repair or replace as necessary an Sergeant's eye glasses, contact lenses, and prescription sun glasses, if such are damaged or broken, during the course of the Sergeant's duties the Sergeant is required to exert physical force or is attacked by another person. The incident is to be documented with immediate supervisor.

**Section 31.4            Inoculations**

The Employer agrees to pay all expenses for inoculation or immunization shots for the Sergeant and for members of a Sergeant's family when such becomes necessary as a result of said Sergeant's exposure to contagious diseases where said Sergeant has been exposed to said disease in the line of duty.

**Section 31.5            Residency**

All Sergeants covered by this Agreement shall make their residence in any community within the State of Illinois.

**Section 31.6            Training Reimbursement**

When Sergeants are sent for training, they shall receive a meal allowance as follows: \$8.00 for breakfast, \$10.00 for lunch, and \$20.00 for dinner if the training is further than a 15 mile radius of 17<sup>th</sup> and Roosevelt Road. In the event that the Sergeant is required to be gone all day, the Sergeant shall receive a total allowance of \$30 per day if the training is further than a 15 mile radius of 17<sup>th</sup> and Roosevelt Road. The Employer agrees to provide a squad car to the Sergeant to attend training. If the Employer is unable to provide a squad car and if Sergeants are required to drive their personal vehicles, they will be compensated at the IRS rate for mileage in effect at the time of travel and which at the time of execution of this Agreement is 55 cents per mile. A copy of the Reimbursement of Training Expenses form is attached as Appendix D.

**ARTICLE XXXII - SAVINGS CLAUSE**

If any provisions of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or

unenforceable.

## **ARTICLE XXXIII - DURATION**

### **Section 33.1 Term of Agreement**

This Agreement shall be effective from May 1, 2017 and shall remain in full force and effect until April 30, 2020. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party no earlier than one hundred twenty (120) days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

### **Section 33.2 Continuing Effect**

Notwithstanding any provision in this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Impasse Procedures are continuing for a new Agreement or part thereof between the parties.

### **Section 33.3 Reopener**

The parties agree that if either side decides to reopen negotiations making any changes in the Agreement, the other party may so notify the other at least ninety (90) days and no more than one hundred twenty (120) days prior to the expiration of this Agreement or the extension thereof. In the event such notice to negotiate is given, then the parties shall meet not later than ten (10) days after the date of receipt of such notice, or at such reasonable times as are agreeable to both parties for purposes of negotiation. All notice provided for in this Agreement shall be served upon the other party by registered mail, return receipt requested.


### **Section 33.4 Complete Agreement**

This Agreement constitutes the complete and entire agreement between the Employer and the Union for wages, hours and all other terms and conditions of employment. This Agreement supersedes all prior practices and agreements, whether written or oral, which conflict with, or add to, the express terms of this 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 matter not removed by law from the area of collective bargaining and that the understandings and Agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement.

IN WITNESS THEREOF, the parties hereto have affixed their signatures

VILLAGE OF BROADVIEW

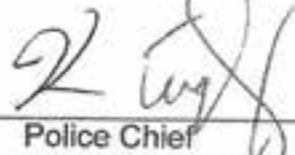
  
Village President

Dated: 11.05.18

Attest

  
Village Clerk

Dated: 11-7-18

  
Police Chief

Dated: 11.05.18

ILLINOIS COUNCIL OF  
POLICE

  
Richard Bruno, Vice President

Dated: 9/25/18

Broadview Sergeants' Bargaining  
Committee



Dated: 9/25/18



Dated: 9/25/18



Dated: 09/25/18



## APPENDIX "A"

### DUES DEDUCTION

I, (Name) \_\_\_\_\_, hereby authorize my Employer, (Employer Name) \_\_\_\_\_, to deduct from my wages the amount of monthly dues set by the Illinois Fraternal Order of Police LABOR COUNCIL, for expenses associated with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police LABOR COUNCIL as it may from time to time direct. In addition, I authorize my Employer to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police LABOR COUNCIL from the date of its certification as exclusive bargaining representative to the date this dues deduction is implemented, in such a manner as it so directs.

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

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

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

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

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

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

Please Remit All Dues To:

Illinois  
Fraternal Order of Police  
LABOR COUNCIL  
974 Clock Tower Drive  
Springfield, Illinois 62704

(217) 698-9433

APPENDIX B

GRIEVANCE FORM

**ILLINOIS COUNCIL OF POLICE**

24-Hour Toll-Free Phone: 1(800) 832-7501

Business Hours Office Phone: (630) 832-6772

Fax: (630) 832-6978

E-mail: [icops@sbcglobal.net](mailto:icops@sbcglobal.net)

**GRIEVANCE REPORT**

(USE ADDITIONAL SHEETS IF NECESSARY)

Grievance# \_\_\_\_\_  
Department: \_\_\_\_\_ Date Filed: \_\_\_\_\_  
Grievant's Name: \_\_\_\_\_

---

**STEP ONE/TWO/THREE/FOUR**

Date of Incident or Date knew of Facts giving rise to Grievance: \_\_\_\_\_

Violated Article(s) and Section(s) of Contract: \_\_\_\_\_

Briefly state the facts: \_\_\_\_\_

Remedy Sought: \_\_\_\_\_

Given to: \_\_\_\_\_ Date/Time: \_\_\_\_\_  
\_\_\_\_\_  
Grievants Signature ICOPs Signature

**EMPLOYER'S STEP ONE/TWO/THREE/FOUR RESPONSE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

Employer Representative Signature

---

Position

---

Person To Whom Response Given

---

Date

Matter Resolved:

---

---

**APPENDIX "C"**  
**SICK LEAVE POLICY**

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VILLAGE OF BROADVIEW, ILLINOIS  
EMPLOYEE SICK LEAVE PLAN

February 1,

1. PURPOSE

- 1.1 To provide continuing compensation for specified periods if the employee is disabled by illness or injury subject to all requirements stated herein.

2. DEFINITIONS

2.1 For the purpose of this Plan the following words shall have the meanings respectively ascribed to them:

- a. "Village" shall mean the Village of Broadview, President and Board of Trustees of the Village of Broadview, or any continuation thereof.
- b. "Employee" is the person who is shown on the payroll roster of the Comptroller's office as a regular full time employee of the Village of Broadview.
- c. "Department Head" shall mean the highest ranking officer of the respective department.
- d. "Sick Leave" shall mean:
  - 1. An absence from work permitted because of illness or disability.
  - 2. The number of days per year for which an employer agrees to pay employees who are ill or disabled.

3. EXCEPTION

- 3.1 Where any employee is injured or disabled while on duty and is covered by directives under the Illinois Revised Statutes:
- a. Disability from Injuries in Line of Duty Chapter 70 Section 91. S.I.C.S 11S-11
  - b. Illinois Workers Compensation Act Chapter 48 Sections 138.1 through 138.28. S.O.J.C.S 10S-11 et. 3cS-11
  - c. Any other Federal or State Statute that applies to job related injuries.

4. SCHEDULE A

- 4.1 Schedule A is used to compute the sick leave benefits:  
 • The period of sick leave begins as of the date of oral or written notification to the employee's respective Department Head; Foreman, Commanding Officer, Officer in Charge, or Shift Supervisor.

4.2 Schedule A

YEARS OF SERVICE	FOR 50.3 HOUR AND		
	40 HOUR EMPLOYEES WEEKS	40 HOUR EMPLOYEES HOURS	50.3 HOUR EMPLOYEES HOURS
0 to 1	1	40	50.3
1 to 2	3	120	150.9
2 to 3	5	200	251.5
3 to 4	7	280	352.1
4 to 5	9	360	452.7
5 to 6	13	520	653.0
6 to 7	15	600	754.5
7 to 8	17	680	855.1
8 to 9	19	760	955.7
9 to 10	21	840	1,056.3
10 to 11	26	1,040	1,307.8
11 to 12	30	1,200	1,509.0
12 to 13	30	1,200	1,509.0
13 to 14	32	1,280	1,609.6
14 to 15	4	1,360	1,710.2
15 to 16	39	1,560	1,961.7
16 to 17	41	1,640	2,062.3
17 to 18	43	1,720	2,162.9
18 to 19	45	1,800	2,263.5
19 to 20	47	1,880	2,364.1
20 and over	52	2,080	2,615.6

5. COMPUTING SICK LEAVE

5.1 Schedule A is used to compute sick leave compensation for employees using the forty (4) hour work week and also for fire Department or any employees using the three platoon system 50.3 hour work week. Computation for both is by hours.

6. REQUALIFICATION

6.1 The employee will re-qualify for new benefits on each anniversary of the date of employment. Qualifications shall be in accordance with Schedule A.

7. RENEWAL OF BENEFIT

7.1 If the employee's anniversary date is during a period of sick leave, the employee shall immediately start his/her new annual benefit as prescribed in Schedule A; however, for all employees employed more than eleven years a minimum of only 52 consecutive weeks may be paid for any one illness or occurrence.

8. COMPENSATION

8.1 Compensation during the sick leave benefit period shall be at the regular rate of pay for employees as established by the Board of Trustees.

9. REDUCED BENEFITS

9.1 If the employee should qualify for occupational or occupational disability benefits under Federal or State Statutes, Rules or Regulations, the employee's sick leave compensation will be reduced by any benefits received as pay.

10. MAINTENANCE OF EMPLOYEE BENEFITS

10.1 Employee benefits shall not cease for an employee during sick leave compensation under this plan.

11. REQUIREMENTS

11.1 It is the employee's responsibility to:

- a. promptly notify their Department Head of their disability.
- b. obtain adequate medical treatment to speed recovery.
- c. provide satisfactory proof of disability and submit such return to work clearance as required.

11.2 Fire Department personnel on the three platoon system who are disabled for two consecutive work days and all other personnel of the Village who are disabled for three (3) consecutive work

days shall be required to furnish the respective Department. Read with witness evidence of a physician stating:

- a. the employee is or was disabled.
- b. the nature of the illness, injury or disability.
- c. when, if known, the employee will be capable of returning to work and in what capacity :- regular, restricted duty.

11.3 If any time during the period for which sick leave is paid, the Village Mayor or, at Village expense, by a doctor of its choice, a physical or medical examination of the employee to determine the degree of illness, injury or disability.

12. LOSS OF ELIGIBILITY

12.1 If the employee is absent without pay for a period of 30 days or more, he or she shall not be eligible for sick leave benefits until returning to work.

13. DISQUALIFICATION

13.1

13.1 Employees shall be disqualified for sick leave benefits for any of the following:

- a. Medical Treatment: Failure to take adequate steps to expedite recovery, refusal to submit to medical examination as may be required by the Village, or refusal to authorize disclosure of information by any physician to the Village pertaining to the employee's condition.
- b. Avoidable Disability: Disability resulting from an avoidable cause in violation of Village or department rules or regulations.
- c. Other Employment: Disability arising while employees are engaged in personal activities for profit, or while working for another employer. During any period of disability the employee shall not be employed in any other manner, with or without monetary compensation, nor shall any employee physically operate any business owned by the employee.

13.2 Any employee who is employed in violation of, or disqualified from Sick Leave Compensation from the time such employment begins within the disability period.

14. INTERPRETATION

14.1 The responsibility for interpretation and application of the provisions of this policy shall rest with the Board of Trustees of the Village of Broadview, Illinois.

15. CANCELLATION

15.1 The Village expects to indefinitely continue the provisions of this policy as stated herein; but **MUST** necessarily reserve the right to amend or terminate them at any time upon written notice to its employees.

16. EFFECTIVE DATE

16.1 Effective date of this Plan is February 1, 1984.

Passed and approved this 13th day of February, 1984.

*E. J. Parkes*  
E. J. Parkes, Village President

ATTEST:

-d4K-  
Robert C. Matteoni, Village Clerk



APPENDIX "D"

AGREEMENT FOR REIMBURSEMENT OF TRAINING  
EXPENSES

Whereas, the applicant identified below acknowledges that the Village of Broadview Police Department will incur substantial expenses in the process of training the undersigned to be a Sergeant; and

Whereas, it is acknowledged by the undersigned that these expenditures are expected to be recaptured through services by Applicant with the Village of Broadview Police Department, after completion of said training and that the Department will suffer substantial detriment if the undersigned should take employment elsewhere during a period of time for 12 months following completion of all required training;

Now therefore, it is hereby agreed as follows:

WITNESSETH:

1) Reimbursement Obligation #1 - Academy Training

I, \_\_\_\_\_, hereafter the "Applicant", in consideration of the agreement by the Village of Broadview Police Department, hereafter "The Department", to provide me with format police training through the \_\_\_\_\_

I do hereby agree that in the event my employment with the Department ceases within the academy training period, due to accepting employment as a police officer with any police department or any other police service related provider located within the State of Illinois; other than "termination" as defined below, I will forfeit all expense reimbursements in connection with my academy training.

1 a) Reimbursement Obligation #2 - Probation Period.

I, \_\_\_\_\_ hereinafter the "Applicant", in consideration of the agreement by the Village of Broadview Police Department, hereinafter "The Department", to provide me with formal police training through the \_\_\_\_\_

I do hereby agree that in the event my employment with the Department ceases within one (1) year from date of hire, due to accepting employment as a police Officer with any police department or police service related provider located with the State of Illinois other than "termination" as defined below, I agree to reimburse the Village of Broadview Police Department for all expenses incurred during the below listed dates:

for uniforms and leather gear as set forth in Article **XXIX**, Section 29.1 Clothing Issue and Section 29.2 Clothing, Maintenance and Special Equipment Allowance.

2. Definition of "Termination"

"Termination" as used in this Agreement shall mean any discontinuance of the Applicant's employment initiated by the Department and shall also include discontinuance of employment due to injury or illness resulting in the Applicant's permanent inability to perform the normal duties of the position held by the Applicant at the time of commencement of such injury or illness, or leaves the police service to take an unrelated job to that of a police Officer.

3. Expense Reimbursement

I agree that my actual reimbursement obligation will be determined by the Department, based upon actual expenditures and/or reasonable estimates thereof in the event actual expenditures cannot be documented through a reasonable effort. The Department agrees to reimburse the applicant for any expenses incurred for food, academy uniforms and transportation set forth by the State of Illinois Training Board and the Village of Broadview Police Department following completion of the training academy. I further agree that upon completion of the probation period, any and all equipment furnished by the Village of Broadview Police Department remains the property of the Village of Broadview Police Department. If the property is not returned after separation with the Department, the applicant will be responsible for reimbursement of such property.