

**AGREEMENT**

**BETWEEN**

**ILLINOIS COUNCIL OF POLICE**

**and**

**THE VILLAGE OF BURNHAM**

**Village of Burnham Police Officers**

**May 1, 2017 – April 30, 2020**

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## **INTRODUCTION**

This Agreement is voluntarily entered into by and between the Police Department of the Village of Burnham and the Village of Burnham, Cook County, Illinois, hereinafter referred to as the "Village", and the Illinois Council of Police (ICOP), hereinafter referred to as the "Union," as the exclusive Collective Bargaining Agent for the employees of the Village of Burnham who are described in the Collective Bargaining Unit described herein.

## **PREAMBLE**

The Union, having been certified by the Illinois Labor Relations Board as the sole and exclusive Collective Bargaining Agent for all Full-Time Sworn Police Officers below the rank of Sergeant employed by the Village, and the Village, having voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting certain relations between them, and the intention of the parties to this Agreement being to provide for the appropriate wage structure, hours of employment, working conditions and benefits, and orderly and expeditious Grievance Procedure, all as set forth herein, the parties therefore agree to the following:

## **ARTICLE 1 – RECOGNITION**

The Village recognizes the Union as the sole and exclusive Collective Bargaining Agent in the following defined Unit: All Full-Time Police Officers, including Probationary Full-Time Police Officers, employed by the Village of Burnham Police Department below the rank of Sergeant, BUT EXCLUDING all other employees of the Village of Burnham and, specifically, all Supervisory and/or Managerial Police Officers, Confidential Employees, and Part-Time Police Officers within the meaning of the Illinois Public Labor Relations Act 5 ILCS 315/1, et seq.

Membership – As used herein, the term "Full-Time Police Officers" shall refer to all those persons included in the Collective Bargaining Unit described above.

As set forth in Section 8.4, all newly hired Full-Time Police Officers shall be on probation during their initial eighteen (18) months of employment and seniority shall not apply to those Probationary Full-Time Police Officers during their initial eighteen (18) months of employment.

## **ARTICLE II – MANAGEMENT RIGHTS**

The Mayor, Board of Police and Fire Commissioners, Chief of Police and other designated supervisory officers shall retain and reserve the ultimate responsibilities for the proper and ongoing management of the Village of Burnham Police Department, according to the laws, statutes and ordinances of the Village of Burnham; Cook County; the State of Illinois and the United States as well as the applicable Articles and/or Sections of this Agreement. Nothing herein shall be construed to deny or restrict the Village in exercise of its rights, responsibilities, and authorities as articulated in the ordinances of the Village of Burnham; Cook County; the State of Illinois and/or the United States.

The Employer may exercise the following rights provided that no right is exercised contrary to or inconsistent with other 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 employees, determine examination techniques for new employees and to direct the employees of the police department, including the right to assign work and overtime pursuant to the Agreement.
7. To suspend, discharge and take other disciplinary action or relieve from duty any employee for just cause, except in the case of probationary employees who may be terminated at will.

The Union recognizes that the Employer has the full authority and responsibility for directing its operations and determining policy. The Employer reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the statutes of the State of Illinois, and to adopt and apply all rules, regulations and policies as it may deem necessary to carry out its statutory responsibilities; provided, however, that the Employer shall abide by and be limited only by the specific and express terms of this Agreement, to the extent permitted by law.

### **ARTICLE III – NO STRIKES, NO LOCKOUTS**

The Union shall not recommend, authorize, or engage in any Strike against the Village, nor shall the Village initiate, implement or otherwise engage in any Lockout against the Union or its members.

### **ARTICLE IV – UNION-VILLAGE RELATIONS**

#### **4.1. Bulletin Board**

A Union Bulletin Board of reasonable size shall be available for use in an area of the Police Department agreeable to the parties. Such Bulletin Board shall be available for the posting of notices and materials relating to Union activities. Such materials shall be identified with the name of the Union and shall be signed or otherwise authenticated by an appropriate officer or representative of the Union. Such materials shall not be derogatory of any person associated with the Village and shall not include items which are primarily endorsements of candidates for political office (other than offices of the Union).



#### **4.2. No Discrimination**

The Village and the Union agree to comply with all Federal and/or State legislation regarding discrimination and/or equal employment opportunity and, furthermore, the Village agrees that there will be no discrimination of any Full-Time and/or Probationary Full-Time Police Officer due to Union activity.

#### **4.3. Americans with Disabilities Act (ADA)**

Due to the Americans with Disabilities Act (ADA) and/or the regulations promulgated thereunder, the Village may be required to make a "reasonable accommodation" to the disability of any applicant and/or incumbent employee. In such event, the Village shall notify the Union of the situation and the Village and Union shall enter into a discussion in an attempt to fashion an acceptable solution for all concerned. It is understood that the applicant and/or incumbent employee shall be a participant in these discussions.

If the Village and Union are unable to arrive at a solution acceptable to all involved parties, the Village shall be given the privilege to put into place the "reasonable accommodation" the Village deems appropriate and the Union shall have the right to grieve the matter under the Grievance Article of this Agreement, Article VI. If the matter is arbitrated, the decision of the Arbitrator shall be to determine whether the Village's action constitutes a "reasonable accommodation" within the meaning of the ADA and, if so, whether the Village's action violates any provision of this Agreement. It is understood by all concerned that any and all discussions with regard to issues arising under the ADA shall be and remain confidential except, of course, in the context of the Grievance/Arbitration arising under the terms of this Agreement or applicable law.

#### **4.4. New Employees**

The Village agrees to notify the Union of the hiring of all newly hired Probationary Full-Time Police Officers whose job classifications are covered by the Agreement within ten (10) calendar days of the date of hire. Also, the Village shall notify the Union, within the same ten (10) calendar days' time period, of any change of status that results in Part-Time or auxiliary or temporary Police Officers becoming Full-Time Police Officers.

#### **4.5. Dues Check Off and Fair Share Deductions**

The Village shall deduct Union Dues from the salary of each employee covered by this Agreement in amounts as determined by the Union, and shall promptly transmit such funds to the Union, provided the amounts to be deducted shall be Uniform for each Union member and provided the deduction is authorized in writing by the member. Union Dues shall be deducted from the salaries of employees and transmitted to the Union on a monthly basis by the seventh (7th) calendar day of the month following the month for which the deduction is made.

For any employee who chooses not to become a member of the Union and have the standard and ordinary Union Dues deducted from his or her salary, the Union shall provide the Village with

written notice to regularly deduct a Fair Share Fee from the salary of such employee and to transmit this Fair Share Fee to the Union. The Union will provide the Village with such notice within thirty (30) calendar days after it learns a particular employee chooses not to maintain full membership in the Union. Such Fair Share Fee will be established by the Union under the terms and conditions of legislation governing the Fair Share alternative and the established Fee shall not exceed the amount of regular Union Dues paid by members of the Union.

Pursuant to 5 ILCS 315/6(g), the Union recognizes the rights of the non-union employees, based upon bona fide religious tenets of teaching of a church or religious body of which such employees are members. These employees, upon proper application to the Union, may be required to pay an amount equal to their fair share to a nonreligious charitable organization mutually agreed upon by the employee and the Union. While these issues are worked out between the Union and the employee, the employee's fair share contributions shall be held in escrow by the Union.

When the Village makes such deductions for Union Dues or Fair Share Fees and remits these funds to the Union, the Union shall indemnify, hold harmless and defend the Village, its Police Department, its elected officials, agents and employees in any action, complaint or suit or other proceeding which may be brought under this Article IV §4.5.

#### **4.6. Union Representatives and Visitation**

The Village recognizes the right of the Union to elect, appoint, or otherwise name up to two (2) Full-Time Non-Probationary Police Officers as Chapter Representatives of the Union. The names of these two (2) Union Representatives, along with their designated titles, shall be provided to the Burnham Chief of Police or his designee immediately upon the conclusion of the negotiation of this Agreement, or at such other time as the identities of the two (2) Burnham Chapter Officers becomes known. Any subsequent changes in the names or titles of these Union representatives shall also be provided in writing by the Union to the Chief of Police or his designee as such changes occur.

These Union Representatives shall be deemed to be the Union's official on-site spokespersons. However, these on-site Union Representatives shall not conduct Union business during regular working hours except with the permission of the Chief of Police or his designee or except in the carrying out of certain time-sensitive functions such as Grievance handling or the resolution of disputes between the Village and Union members.

Also, the Village recognizes the right of the Union to send Representatives from its headquarters office to the Village and, specifically, to the Police Department, for purposes of handling Grievances or observing and reporting on conditions under which Union members are working. Such visits by Union Headquarters Representatives shall be conducted during the regular shifts that Union members are working and also, appropriate notice shall be made to the Chief of Police or his designee whenever such visits are to be made. Such visits shall not interfere with normal Police Department functions.

It is also understood that under no circumstances shall any Union Headquarters Representative be allowed to ride in any police vehicles owned by the Village of Burnham.



The Village shall grant release time with pay during regular working hours for one (1) Union member to participate in contract negotiations for any negotiations of a Successor Agreement. However, as many as two (2) members may participate in negotiating sessions, but only one (1) member shall be paid at any given time, without interfering with normal Police Department duties. Generally, the two (2) Full-Time Non-Probationary Police Officers who participate in contract negotiations shall be the same individuals who are Chapter Officers of the Union.

## **ARTICLE V – DISCIPLINARY INVESTIGATION PROCEDURES**

### **5.1. Police Officers' Bill of Rights**

The Village agrees to abide by the Uniform Peace Officers' Disciplinary Act, (50 ILCS 725/1), commonly known as the Police Officers' Bill of Rights as currently set forth and/or amended during the term of this Agreement. The Uniform Peace Officers' disciplinary Act is hereby incorporated by reference and attached to this Agreement as Appendix A.

In the event a Full-Time Non-Probationary Police Officer covered by this Agreement has reason to believe that the Village has violated the Uniform Peace Officers' Disciplinary

Act, he or she will have the opportunity of filing a Grievance under the terms of this Agreement pursuant to Article VI or, separately, filing an action in a court of law.

Nothing in this section is intended to nor should be construed to waive employees' right to Union representation during questioning that the employees reasonably believe may lead to discipline. Employees shall have such rights as set forth in the United States Supreme Court decision in *NLRB v. Weingarten*, 420 U.S. 251 (1975) and Department of Central Management Services and Corrections (Morgan) decision 1 PERI par. 2020 (ISLRB, 1986).

### **5.2. No Media Exposure**

The Village agrees that no press releases or photos of any officer under investigation shall be made available to the news media prior to a conviction on criminal charges or prior to a decision being rendered regarding any disciplinary action taken by the Village and reviewed by an appropriate reviewing body, unless otherwise required by law.

### **5.3. No Compelled Testimony**

The Village agrees that no Full-Time Police Officer under investigation shall be compelled by the Village to speak, give information to, be questioned for, or testify before any non-governmental agency relating to any matter or issue under investigation.

#### **5.4. Investigation Time Limits**

All Village and/or Police Department investigations of Full-Time Non-Probationary Police Officers who are accused of misconduct or violations of Village ordinances or Police Department rules and regulations shall be limited to sixty (60) calendar days from the dates such investigations are initiated to the dates that charges are formally filed or such investigations are terminated without charges being filed. At the end of sixty (60) calendar days, any investigatory findings shall be disclosed to the officer under investigation.

However, the sixty (60) calendar day time limit may be extended on a day-for-day basis to reflect any days that the officer under investigation was not working for reasons of absenteeism, vacation, sickness, disability, bereavement or other normally recognized reasons for absence, and the sixty (60) calendar day time period may be extended by the Village and Union through mutual agreement.

#### **5.5. Eligibility for Grievance Procedure**

If any of the steps outlined in Article V, Disciplinary Investigation Procedures shall be violated by either the Village or the Police Department, such violations shall be subject to the Grievance Procedure as described in Article VI of this Agreement for Full-Time Non- Probationary Police Officers.

### **ARTICLE VI – GRIEVANCE PROCEDURE**

#### **6.1. Purpose and Filing Deadlines**

It is the purpose of this Grievance Procedure to resolve as promptly and as expeditiously as possible any allegations by the Union and/or its Full-Time Non-Probationary Police Officers of any misinterpretation or misapplication of the terms of this Agreement. Any Grievance filed under the terms of this Article must be initiated not later than thirty (30) calendar days after the occurrence of the event that prompts the Grievance, or, if the Grievance describes an ongoing situation, it must be filed not later than thirty (30) calendar days after the underlying situation becomes known to either the Union or the member or members who file the Grievance.

#### **6.2. Definitions**

1. GRIEVANCE shall mean an allegation by the Union and/or by an affected Full-Time Non-Probationary Police Officer that there has been a violation, misinterpretation or misapplication of any provision of the Agreement.
2. Any Full-Time Non-Probationary Police Officer covered by this Agreement may be represented by a Union official, staff representative, on-site representative or attorney at any meeting, hearing, or appeal relating to a Grievance, which has been formally presented.
3. The President of the Union or the appropriate designee shall be advised of any meeting, hearing, or appeal relating to a Grievance which has been formally presented and a

representative of the Union shall have the right to attend and participate in any such meeting, hearing or appeal.

4. The failure of the Grievant to act on and/or file any Grievance within the prescribed time limits articulated elsewhere in this Article VJ will act as a bar to any further action and/or appeal within this Grievance Procedure. If the Village's designated representative shall neglect to proceed to render a decision within the time limits, the Grievance may be advanced to the next step of the Grievance Procedure. Time limits may, however, be extended by mutual written agreement.
5. The term "Working Days," as it applies to the Grievance Procedure described in this Agreement, shall mean Monday through Friday except vacation periods or other days in which bargaining unit members are excused from working.

### **6.3. Procedures**

The party asserting a Grievance shall attempt to resolve the problem through informal communication with the immediate supervisor.

- STEP 1. If the informal process with the immediate supervisor shall fail to resolve the problem, the Grievance may be formally presented in writing to the Full-Time Lieutenant. The filing of the formal written Grievance at this step must be within thirty (30) calendar days of the date of the occurrence giving rise to the Grievance or from the date when the Grievant might reasonably have become aware of the incident or situation that results in the filing of the Grievance pursuant to § I of this Article VJ. Upon receipt of the formal written Grievance, the appropriate Full-Time Lieutenant will arrange for a meeting to be held within ten (10) calendar days to review the Grievance. The formal Grievance shall clearly identify all of the Grievants, summarize all relevant facts, identify all provisions of the Agreement allegedly violated, and describe the remedy, which is requested. The Village representative shall provide a written answer to the Grievant (with a copy to the Union if the Union is not the Grievant) within ten (10) calendar days of the meeting. The answer shall include the reasons for any decision contained in the Village's response to the Grievance.
- STEP 2. If the Grievance is not resolved at the preceding step, the Union may refer it to the Chief of Police by filing the same in writing within ten (10) calendar days of receipt of the answer from the previous Lieutenant level. The Chief of Police will arrange for a meeting to be held within the ten (10) calendar days of such referral to review the Grievance. Each party shall have the right to include in its presentation such witnesses as it deems necessary to develop facts pertinent to the Grievance. A written answer, including reason(s), shall be provided to the Grievance within ten (10) calendar days of the meeting provided for in this paragraph. In the event the Grievance arises from a decision or action made by the Mayor or Board of Trustees, the Grievance may be initiated at Step 3 provided the time limits set forth in Step 1 are adhered to.

STEP 3. If the Grievance is not resolved at the Step 2 level, the Union may submit it to binding Arbitration, provided written notice indicating such is filed with the Chief of Police within fifteen (15) calendar days of the answer rendered by the Chief of Police, or if no answer is filed, within fifteen (15) calendar days of the last day on which such answer was due. The Union and the Village shall promptly request that the Federal Mediation and Conciliation Service provide to the parties a list of seven (7) impartial Arbitrators from which list the parties shall select the Arbitrator to hear the Grievance by alternatively striking names of proposed Arbitrators. The party to proceed first in the striking of names shall be determined by the parties.

In making his/her recommendation, the Arbitrator shall not add to or enlarge upon this Agreement, and any suggested remedy, if appropriate, shall conform to Illinois law. The fees and expenses of the Arbitrator and the Federal Mediation and Conciliation Service shall be shared equally by the Village and the Union. The parties likewise shall share the expenses of any transcript(s), which they may jointly request, but all other expenses, which may be incurred by either party, shall be borne by that party.

## **ARTICLE VII – DISCIPLINE AND DISMISSAL**

### **7.1. Employee Security**

Full-Time Non-Probationary Police Officers covered by this Agreement shall not be relieved from duty, suspended, discharged, or disciplined in any manner without the Village or the Command Level of the Police Department having first established just cause.

### **7.2. Police Commission Notices**

Any reprimands, suspensions, proposed terminations, or other disciplinary actions brought by the Village or the Command Level of the Police Department against any Full-Time Non-Probationary Police Officer covered by this Agreement, and which require adjudication by the Burnham Police & Fire Commissioners, shall not be considered valid unless the accused officer or officers and the Union have been provided with specific details of charges as well as the names of any and all witnesses who may be called to testify against the accused. Such information shall be provided not less than ten (10) calendar days prior to the start of the relevant Police Commissioners Hearing.

### **7.3. Administrative Leave**

At the discretion of the Board of Police and Fire Commissioners, any Full-Time Non-Probationary Police Officer covered by this Agreement, who is recommended for termination or suspension in excess of thirty (30) days, may be placed on administrative leave without pay or benefits (excluding medical) pending the outcome of any Police & Fire Commissioners Hearings into the matter. If the Board of Police and Fire Commissioners determine charges were not sustained, the officer shall be reimbursed for all wages withheld, if any. However, any such officer who is arrested and charged with a felony or felonies, either by the Burnham Police Department or some other law enforcement agency of proper jurisdiction, shall not be entitled to full pay and benefits while awaiting the outcome of the criminal charges. However, any such officer who is accused of



participating in any felonious activity, and who is suspended without pay and benefits, shall, if acquitted or if otherwise found not guilty, be entitled to restoration to duty with full back pay, benefits, and seniority. Any such officer covered by this Agreement who is accused of a misdemeanor, either by the Burnham Police Department or some other agency of appropriate jurisdiction, shall not be suspended without pay until such time as such officer is convicted of the alleged offense in a Court of competent jurisdiction. If such officer is subsequently acquitted or otherwise found not guilty of the misdemeanor offense, he or she shall not be subjected to further disciplinary or punitive action by the Village.

#### **7.4. Field Training Evaluation**

Any Full-Time Probationary Police Officer undergoing an evaluation shall have the opportunity of discussing the evaluation with the evaluating supervisor and, in addition, indicating his or her approval of the evaluation by placing his or her signature on the Field Training Evaluation Document.

#### **7.5. Access to Personnel Files**

Personnel files kept by the Village on all Full-Time Police Officers shall be regarded as confidential and information contained in these files shall not be made available to public or private agencies or to the news media or to credit reporting services or other such agencies without the express written consent of the officer involved, unless otherwise required by law. The Village further agrees to abide by the Illinois Personnel Record Review Act, 820 ILCS 40/et seq. as currently set forth or modified during the term of this Agreement.

Full-Time Police Officers will not be required to indicate any specific reasons why they may want to review their personnel files and make copies of the materials therein, but if any State of Illinois statutes or federal law holds that certain specific materials in such files need not be made available to individual officers, then such materials may be withheld by the Village pursuant to that authority.

#### **7.6. Disciplinary Sequence**

The typical disciplinary sequence for any Full-Time Non-Probationary Police Officer covered by this Agreement shall be (1) First Written Warning; (2) Second Written Warning; (3) Final Written Warning/Suspension; (4) Discharge and shall conform with any and all requirements of this Agreement. It is understood that for a "serious violation" discipline may commence with a Final Written Warning, Suspension or Discharge.

Disciplinary action, up to and including termination of employment, shall be for a violation of a Village Ordinance, County, State or Federal law, or for a violation of Police Department policy, rules and/or regulations, so long as such rules and regulations have previously been reduced to writing and distributed to, posted or otherwise made available to all Full-Time Non-Probationary Police Officers covered by this Agreement consistent with Article IX §7 of this Agreement. Any such disciplinary action shall be administered in a timely and progressive manner except that

suspension or dismissal may result as the first step in the disciplinary procedure depending on the circumstances and severity of the offense.

Any Full-Time Non-Probationary Police Officer covered by this Agreement is entitled to Union representation at any meeting or hearing called for the specific purpose of disciplining the involved employee. If a non-disciplinary meeting turns into a disciplinary meeting, such Full-Time Non-Probationary Officer is entitled to recess the meeting until Union representation can be obtained before continuing with any such disciplinary meeting. Further, it is the responsibility of the Full-Time Non-Probationary Police Officer to notify the Union of the date, time and location of any disciplinary meeting.

Any Full-Time Probationary Police Officer shall have the right to have Union representation at any meeting that will involve disciplinary action subject to the limitations as set forth in Article VI, Section 6.2-1 regarding Grievance filings (i.e., Full-Time Probationary Police Officers do not have the right to file a Grievance under Article VI).

- A. The following will be the procedures for all discipline (suspension, removal or discharge) to be levied against Full-Time Police Officers of this bargaining unit.
  - i. If the Chief of Police suspends a Full-Time Non-Probationary Police Officer for a period of less than five (5) days or recommends a suspension in excess of five (5) days (including a recommendation for discharge), the affected Police Officer shall have the right to have such action heard before the Board of Police and Fire Commissioners (BOPFC) pursuant to the procedures outlined in the Illinois Municipal Code, 65 ILCS 5110-2.1-17, and waives his or her right to file a Grievance pursuant to Article VI of this Agreement, protesting said disciplinary action.
  - ii. Any final administrative decision of the Board of Police and Fire Commissioners shall be reviewable under the provisions of the Illinois Administrative Review Act, 735 ILCS 513-101, et seq. as noted in paragraph 4 of the Illinois Municipal Code, 65 ILCS 5110-2.1-17 (eff. Nov. 30, 1999).

### **7.7. Dismissal**

All recommendations for dismissal (except for reduction in force) shall be initiated by or confirmed by the Chief of Police or his designee or by action of the Burnham Police & Fire Commissioners. A copy of any such recommendation, along with the supporting allegations or reasons therefore, shall be submitted in writing to the employee, with a copy to the Union, before any such dismissal recommendation can take effect.



## **ARTICLE VIII – SENIORITY**

### **8.1. Definition of Seniority**

The Police Department level of seniority shall apply to all Full-Time Non-Probationary Police Officers whose original date of hire was as a Full-Time Police Officer. Police Department seniority shall date from the employee's earliest date of continuous employment as a Full-Time Police Officer after completion of the eighteen (18) month Probationary Period. It is understood that a Full-Time Non-Probationary Police Officer shall have credited to his/her seniority the eighteen (18) months he/she served as a Full-Time Probationary Police Officer AFTER successful completion of the Probationary Period.

Police Department seniority shall be used to determine the matters of vacation, shift scheduling, overtime, where applicable, and reduction in force and shall be part of the criteria utilized for transfers or promotions within the Police Department, opportunities to bid for specific shift assignments, training opportunities, and such other matters that may arise from time to time and which may require a fair and equitable means of choosing one Officer over another. However, in all cases, the seniority rights of Full-Time Non- Probationary Police Officers who have successfully completed their probationary periods of eighteen (18) months shall take precedence over any seniority rights deemed to be held by Part-Time Officers, Temporary Officers, retired Officers who have returned to work on a part-time, temporary or consulting basis, and any other employees who are not Full-Time Police Officers.

### **8.2. Hiring Date Conflicts**

In the event that more than one Full-Time Non-Probationary Police Officer covered by this Agreement has the same date of hire, seniority shall be resolved based on the order in which their names first appeared on the Village and/or Police Department eligibility list, with the earliest name appearing on the list being the most senior officer. Or, if the ranking of employees on an eligibility list shall not conclusively establish seniority, the dates that original Police Department applications were received shall be used for such purpose.

### **8.3. Seniority List**

The Village agrees to prepare a Seniority List on an annual basis, not later than December 31st of each year, and to provide the Union with a copy of such list, which the Union may then post on its Union Bulletin Board. In the event of errors or disputes over names or dates appearing on the Seniority List, the Union will call these matters to the attention of the Village as they arise. As new Full-Time Probationary Police Officers are hired or as others leave the employ of the Village, their names shall be added to or removed from the Seniority List not later than thirty (30) calendar days from the date of such changes. The Village agrees to provide the Union with such updated Seniority Lists as they become available.

#### **8.4. Probationary Period Seniority**

All newly hired Full-Time Police Officers shall be considered Probationary until they have successfully completed a Probationary Period of eighteen (18) months from the date of hire. Seniority among Probationary Officers shall not apply until after they complete their Probationary Period, in which case they shall then be deemed to have accrued eighteen (18) months of seniority with the Police Department. All Probationary Officers will be trained by certified Field Training Officers (FTO) for the initial training period of eight (8) weeks or a longer period as designated by the Chief of Police.

#### **8.5. Accrual and Non-Accrual of Seniority**

Seniority shall accrue on a continuous basis following the eighteen (18) month Probationary Period and shall be a determining factor in all such matters in which officers shall be deemed to have the right to choose consistent with Article VIII §§1 & 8.

Seniority shall not accrue during any periods in which an officer is on an unpaid authorized leave of absence or an unpaid disciplinary suspension in excess of thirty (30) calendar days. However, seniority shall continue to accrue during any sick leave or disability leave that a Full-Time Non-Probationary Police Officer may experience, provided that such leave does not exceed twelve (12) months. After twelve (12) months of continuous sick leave or continuous disability leave, employees shall not continue to accrue seniority. However, any seniority such Full-Time Non-Probationary Police Officers have accrued up to that point shall continue to be carried by the Village in their names. Further, any Full-Time Non- Probationary Police Officers who return to work as Full-Time Non-Probationary Police Officers following extended sick leaves or extended disability leaves shall be entitled to claim and exercise all Police Department seniority they have accumulated up to the point that their seniority ceased to accrue and, upon their return to active duty, the seniority of such employees shall once again continue to accrue.

Seniority shall be terminated whenever an employee voluntarily resigns, is discharged for just cause, retires, or has been laid off during a reduction in force and not called back for one (1) year.

#### **8.6. Seniority and Reduction in Force**

Further, the Village agrees that no Full-Time Non-Probationary Police Officer shall be laid off due to a reduction in force until after all Part-Time, Temporary and/or auxiliary Officers, and Full-Time Non-Probationary Police Officers, regardless of rank, have been laid off or terminated. Additionally, if a reduction in force does become necessary, it shall be implemented following the principle of reverse seniority, meaning the last Full-Time Non-Probationary Police Officer hired shall be the first to be laid off or terminated pursuant to the Illinois Municipal Code, 65 ILCS 5110-2.1-18.

Further, any Full-Time Non-Probationary Police Officers removed from the force as a result of this procedure shall be subject to recall for a period of one (1) year before any new Full-Time Probationary or Non-Probationary Police Officers are hired to replace them.

### **8.7. Seniority and Vacation Scheduling**

Wherever possible, vacation periods shall be selected and scheduled by the month of December of each year for the subsequent year. Vacations shall be selected and scheduled based on seniority within the Police Department's bargaining unit, except that the Chief of Police or his designee shall function as a tiebreaker in the event two or more Officers with comparable levels of seniority choose the same time period or periods for their vacations. If the vacation time is taken in split segments, the first segment is picked by seniority and the second segment is picked after those less senior have selected vacation time.

### **8.8. Seniority and Transfers**

The Village agrees that seniority will be one of the determining factors in allowing Full-Time Non-Probationary Officers to put in their bids for transfers to other assignments or duties or positions that become available within the Department. Other factors that may be considered in weighing such bids include education, training, prior experience and job performance. Whenever any such positions, duties or assignments become available, notice of such openings shall be posted in a conspicuous location within the Department, including the Union Bulletin Board described in Article IV §1 of this Agreement, and all Full-Time Non-Probationary Officers covered by this Agreement shall be eligible to bid on these assignments. If no Full-Time Non-Probationary Police Officer bids on a job classifications, then, and only then, may a Full-Time Probationary Police Officer or a Part-Time Officer may be utilized. The final authority for filling such openings shall reside with the Chief of Police or his designee.

Should the Department institute any specialty positions not now in effect, the Department agrees to renegotiate the terms of those positions at that time, but before those positions are actually put into service.

### **8.9. Seniority, Shift Scheduling and Days Off**

The Village agrees that Full-Time Police Officers will be on rotating schedule on rotating afternoon and midnight's schedules which shall change shifts every twenty-eight (28) calendar days. Each Full-Time Police Officer will be scheduled during a seven (7) calendar day period with four (4) work days and two (2) calendar days off. The final authority in making the decision as to the scheduling of Full-Time Police Officers will be the Chief of Police and/or his designee and shall reflect the staffing needs of the Village. It is understood that every effort shall be made to post shift schedules no later than seven (7) calendar days prior to the date of the commencement of the twenty-eight (28) calendar day shift. It is also understood that Full-Time Police Officers shall work one (1) additional day per month by means of training or additional coverage on the street.

### **8.10. Seniority and Overtime**

Scheduled overtime assignments shall be based on Police Department seniority as described in Article VIII §1. by utilizing a "sign up" sheet, except if a particular level of training or expertise is required for a particular overtime assignment or detail that assignment may be granted to a Full-

Time Police Officer of lesser seniority. Unscheduled overtime also shall be based on seniority and, in instances where all available Full-Time Police Officers have comparable levels of training and expertise, the unscheduled overtime shall first be offered to the most senior Full-Time Police Officer available. The Department will maintain a continuous rotating seniority list, which will be utilized in assigning scheduled and unscheduled overtime. However, a Full-Time Police Officer shall have the right to decline to work unscheduled overtime if another Full-Time Police Officer of comparable training and skill levels is available and indicates a willingness to work the unscheduled overtime. Also, Full-Time Police Officers who exercise their seniority rights in working either scheduled or unscheduled overtime shall be limited to a maximum of forty (40) hours of such overtime in any twenty-eight (28) calendar day pay period. Further, no Full-Time Police Officer covered by this Agreement may be compelled to work more than forty (40) hours of overtime in any twenty-eight (28) day pay period unless that officer agrees voluntarily. Nothing in this Agreement shall restrict Full-Time Police Officers from sharing a shift.

Assignment to overtime shall be based on seniority in all instances where all available Full-Time Police Officers have comparable levels of training and/or expertise and in these cases unscheduled overtime shall first be offered to the most senior Full-Time Police Officer available. It is understood that assignment of available "vacation created" and "sick day created" overtime shall be scheduled pursuant to Article IX §5 of this Agreement. Assignment of available "Comp Time" shall be given to Part Time Officers or "comp time" created overtime shall be assigned by the Chief of Police or his designee to either Full-Time Police Officers or Part-Time Police Officers at his discretion. It is understood that Full-Time Police Officers shall cover these assignments in accordance with the provisions of Article 8 §9 of this Agreement.

A Full-Time Police Officer shall have the right to decline unscheduled overtime. Full-Time Police Officers who exercise their seniority rights in working unscheduled overtime shall be limited to a maximum of forty (40) hours of such overtime in any twenty-eight (28) day pay period. Further, no Full-Time Police Officer covered by this Agreement may be compelled and/or required to work more than forty (40) hours of unscheduled overtime in any twenty-eight (28) calendar day pay period unless he/she agrees.

#### **8.11. Seniority and Rescheduling (Trading) of Shifts**

The Village agrees that regularly scheduled shifts and regularly scheduled days off may periodically be voluntarily traded between individual Full-Time Police Officers without regard to seniority. In such instances, both officers involved in a given shift trade must notify the Chief of Police or his designee of the starting time of the shift being traded. Also, such voluntary shift rescheduling must be reciprocal so that the Village will not be obligated to compensate either officer at an overtime rate, unless the original shift being traded was to have been an overtime shift.

Should a Full-Time Police Officer trade a shift and the Full-Time Police Officer traded with fails to show up for that particular shift, the original Full-Time Police Officer assigned to that shift will be docked in pay for the hours that shift was not covered.



## **ARTICLE IX – EMPLOYMENT PRACTICES & PROCEDURES**

### **9.1. Court Time Compensation**

The Village agrees that all Full-Time Police Officers will be compensated for court appearance in accordance with the following schedule: A minimum three (3) hours at the straight time hourly rate of the involved officer for jury trials and a minimum of two (2) hours at the straight time hourly rate of the involved officer for all court appearances other than jury trials. These hours shall all count towards the evaluation of time in Article IX §6.

Based on the Village's agreement to implement a four (4) day working, two (2) day off schedule, the Full-Time Officers agree to eliminate payment for Court Time ten (10) Local and ten (10) State assignments) on a yearly basis.

### **9.2. Call-In Compensation**

The Village agrees that any Full-Time Police Officer who is called in at least two (2) hours prior to the start of a regularly scheduled shift, or who is called in on what would otherwise be a regularly scheduled day off, shall be compensated for a minimum of two (2) hours, to be paid at the normal overtime rate of pay.

### **9.3. Residency Requirement**

The bargaining unit and the Village of Burnham agree to allow all Full-Time Police Officers to live outside of the Village limits of Burnham.

### **9.4. Uniforms**

The Village shall provide each Full-Time Non-Probationary Police Officer with an annual allowance for the fiscal year 2017 in the amount of seven hundred and fifty dollars (\$750.00); for the fiscal year 2018 in the amount of seven hundred and fifty dollars (\$750.00), and for the fiscal year 2019 in the amount of seven hundred and fifty dollars (\$750.00) except in the first eighteen (18) months of employment, a Probationary Officer will not be entitled to a Uniform Allowance. This annual Uniform Allowance, after completion of the probationary period, will be used by each Full-Time Police Officer for the replacement of Uniforms and other related equipment. The above Uniform Allowance shall be paid by check in December of a calendar year.

The Village further agrees to provide each Full-Time Police Officer with new Body Armor Vest and Vest Carrier once every five (5) years of the Level IIA or greater. The Full-Time Police Officer may upgrade the Body Armor Vest supplied by the Village provided he/she pays the difference in price.

For all Full-Time Probationary Police Officers (i.e. officers in their first eighteen (18) calendar months of employment) the Village will furnish all necessary and appropriate Uniform articles, including boots, pants, shirts, Jackets, hats, ties, duty gear and Body Armor which will be provided to the Full-Time Probationary Police Officer before the start of his/her first shift.

The Parties to this Agreement accept the research findings of the National Institute of Justice and agree that all Body Armor designed for police usage becomes obsolete and should be replaced after five (5) years of daily usage.

#### **9.5. Shift Coverage**

The Village agrees that it shall endeavor to maintain a force of ten (10) Full-Time Police Officers, including supervisory personnel (Chief of Police, Deputy Chief of Police and Lieutenant), and will staff its shifts with a minimum of two (2) Full-Time Police Officers pursuant to Article VIII § 10 of this Agreement which may include the Chief of Police, Deputy Chief of Police and Lieutenant as they share the call load. In the event a particular shift may not be covered at the start of that shift, and it is necessary to hold over an Officer or Officers to comply with the staffing requirements of this Article, the following procedure shall be used: The senior Full-Time Police Officer who would normally work that shift but is off shall be the first Officer called. If the senior Full-Time Police Officer who is off on that shift refuses, then the next senior Full-Time Officer on that shift, if applicable will be asked. If that/those officer(s) refuse, then the most senior Full-Time Police Officer from the off going shift shall be the first officer asked. If the senior Full-Time Police Officer on the off going shift refuses, then the junior Full-Time Police Officer on the off going shift will be asked. If the junior Full-Time Police Officer refuses, then the Village will cover the shift and may, at their discretion, utilize a Part-Time Police Officer to account for the two-officer minimum requirement of this Article. Nothing in this Article shall prevent any two Full-Time Police Officers from sharing a particular shift.

#### **9.6. Overtime Compensation**

In accordance with the provisions of the Fair Labor Standards Act, specifically Section 207(k)[29 U.S.C. § 207(k)], and based on a twenty-eight (28) calendar day schedule as specified in Article VII §9, Full-Time Police Officers who work overtime in excess of eighty (80) hours during the fourteen (14) work day period, shall be compensated at a rate of time and one half (1½) times their regular rate of pay for all hours worked in excess of eighty (80) hours during that fourteen (14) day work period. Overtime compensation shall be earned in minimum increments of fifteen (15) minutes each and nothing in this Section shall conflict with the Holiday Overtime Rate described in Article X §1 of this Agreement.

It is also understood that under no circumstances will any Full-Time Police Officer be required to work in excess of forty (40) hours of overtime in any twenty-eight (28) day calendar day pay period. No Full-Time Police Officer shall be required to work more than sixteen (16) consecutive hours in a twenty-four (24) calendar day period and, furthermore, no Full-Time Police Officer shall be required to work more than two (2) sixteen (16) consecutive hour days in any consecutive period.

Officers may decline to work additional overtime if (a) they have not been given at least two (2) hours advance notice of the need for them to work overtime or, (b) they have a pressing family or personal emergency or obligation that prevents them from working overtime (i.e. such as an



appointment with a medical professional, child care issue, etc.) or (3) they have already worked at least forty (40) hours of overtime in a twenty-eight (28) calendar day pay period.

### **9.7. Compensatory Time**

Overtime shall be paid as stated paid in the regular scheduled pay check following the completion of the fourteen (14) work day period unless the individual Full- Time Police Officer elects to receive their overtime pay in the form of Compensatory Time. Compensatory Time, which shall be earned at overtime rates, shall be granted to the Full-Time Police Officers who indicate, in writing, to the Chief of Police or his designee that they choose such Compensatory Time in lieu of actual pay on their paychecks. Compensatory Time may be used for time off on an hour-for-hour basis and may be taken in increments as small as one (1) hour. Compensatory Time maybe accumulated up to a maximum of one hundred sixty (160) hours over a given Full-Time Police Officer's career. The Chief of Police or his designee shall keep accurate records of how much Compensatory Time is in each Full-Time Police Officer's account. Account balance information will be made available to the individual Full-Time Police Officers who request such data during time periods established by the Chief of Police or his designee. Throughout the year, Compensatory Time may be cashed in by taking time off. However, once each year at a time to be designated by the Chief of Police, individual Full-Time Police Officers may choose to cash in up to forty (40) hours of their accumulated Compensatory Time in the form of a cash payment. Uncashed Compensatory Time shall be rolled over from year to year up to a maximum of one hundred sixty (160) hours and such accumulated Compensatory Time shall be paid to the Full-Time Police Officer or his/her survivors at the then prevailing rate of pay upon his/her termination, retirement, permanent disability or death. It is also specifically understood that a Full-Time Police Officer may use payment for Compensatory Time to cover any unpaid Leave of Absence. Upon retirement, the individual Full-Time Police Officers may choose to take their accumulated

Compensatory Time in the form of a lump sum payment and/or paid time off or a combination of both.

For purposes of this Article, the following will all be considered as "hours worked" with regard to the calculation of the eighty (80) hours within a given fourteen (14) day period described in this section:

- a. Actual hours worked;
- b. Court Time Appearance/Compensation;
- c. All hours actually worked on Holidays and during any scheduled Vacation Periods; and
- d. All pre-shift and post-shift activities which are part of a Full-Time Police Officer's job such as Roll Call, Writing Up and/or Completing Tickets and/or Reports, etc.
- e. Light Duty work assignment

## **9.8. Rules, Regulations, Policies and Procedures**

The Village agrees that within sixty (60) calendar days following the signing of this Agreement, the Chief of Police or his designee will prepare and distribute to all Full-Time Police Officers, copies of all Village and Police Department Rules, Regulations, Policies and Procedures that pertain to Police work and the specific duties of Full-Time Police Officers. Full-Time Police Officers will sign a cover sheet indicating that they have received the materials. If a Full-Time Police Officer requires an additional copy of these materials, or if subsequent updating of these materials becomes necessary, he or she may use the Department's copy machine for this purpose. It is understood that by distributing copies of such written Rules, Regulations, Policies and Procedures that guide their daily activities, that a higher level of professionalism in police work will be realized. However, in the event that any existing Rule, Regulation, Policy or Procedure directly conflicts with the Articles and/or Sections of this Agreement, this Agreement shall take precedence over the existing Village Rules, Regulations, Policies and Procedures.

## **ARTICLE X – HOLIDAYS AND LEAVES**

### **10.1. Holidays**

The Village agrees that all Full-Time Police Officers will be paid eight (8) hours holiday pay at straight time, if the holiday falls on the employee's regular day off. If the holiday falls on the employee's regularly scheduled workday, the employee shall be paid time and one-half for hours worked in addition to eight (8) hours holiday pay at straight time. Police Department employees who are called in to work on the holiday, and it is their scheduled day off, will be paid time and one-half (1½) in addition to the holiday pay.

The holidays are:

New Year's Day	Independence Day
Martin Luther King, Jr. Day	Labor Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Christmas Day

### **10.2. Sick Leave**

The Village agrees to provide all Full-Time Police Officers with eight (8) paid Sick Leave Days per calendar year after completion of their probationary period. Officers may use the Sick Leave Day for an absence due to his/her own illness and/or injury or that of a spouse, child or parent. Sick Leave Days can be used in minimum increments of one-half (½) day.

After the expiration of a calendar year, a Full-Time Non-Probationary Police Officer may choose to have his/her unused Sick Days paid to them commencing with the first (1st) pay period in January of the following calendar year or, in the alternative, may choose to have the unused Sick Days accumulate into the following calendar year. It is understood that under no circumstances can a Full-Time Non-Probationary Police Officer accumulate more than four (4) paid Sick Days

from a prior calendar year nor, for that matter, can an officer accumulate more than sixty (60) calendar days of Sick Days at any time in their career. When a Full-Time Non-Probationary Police Officer accumulates sixty (60) unused Sick Leave Days, he/she may sell back up to ten (10) such accumulated unused Sick Leave Days to the Village at a rate of two (2) Sick Leave Days for one (1) day's pay at the Full-Time Non-Probationary Police Officer's regular rate of pay. This "sell back" shall be paid to the Full-Time Non-Probationary Police Officer during the month of January following the expiration of the calendar year. Upon retirement, termination, death or disability, any accumulated Sick Leave Days shall be paid on the basis of one (1) day of pay for every two (2) accumulated Sick Leave Days at the Full-Time Non-Probationary Police Officer's regular rate of pay.

Full-Time Non-Probationary Police Officers requesting a Sick Leave Day will make a notification to the appropriate Supervisory Officer no later than four (4) hours before the start of the Full-Time Non-Probationary Police Officer's regularly scheduled shift, unless an emergency occurs that prevents the Officer from complying with the four (4) hours' notice requirement. It is understood that an officer using three (3) or more consecutive Sick Leave Days may be required, at the Chiefs discretion, to present medical verification of the illness from a medical doctor or medical facility and, furthermore, a release to return to work.

### **10.3. Bereavement Leave**

Up to three (3) days leave with pay shall be granted in the event of a death of a spouse, child, Civil Union Partner, stepchild, mother, father, stepmother, stepfather, brother, or sister. One (1) day of leave with pay shall be granted in the event of a death of a mother-in-law, father-in-law, grandparent, step-grandparents, step-brother, step-sister, aunt, uncle, niece, nephew, sister-in-law and brother-in-law.

A Civil Union Partner is defined as a legal relationship between two (2) of either the same or opposite sex, established pursuant to the Illinois Religious Freedom Protection and Civil Union Act.

### **10.4. Jury Duty Leave, Court Leave**

Any Full-Time Police Officer covered by this Agreement who is summoned as a witness in a criminal or civil court proceeding or is summoned and reports for jury duty shall be granted leave to fulfill such duty. The Village shall compensate any officer who is required to serve as a juror or participate in a Criminal or Civil court proceeding at his or her regular rate of pay, assuming such court or court-related appearance takes place when the officer would have been scheduled to work. The officer shall present proof of such service to the Chief of Police or his designee. Any fees or expense reimbursements that are paid to the Officer for such duty shall, in turn, be paid by the officer to the Village.

### **10.5. Military Leave**

The Village will comply with applicable State and Federal law regarding military leave.

### **10.6. Parental Leave**

Nothing in this section shall be deemed to conflict with the Family Medical Leave Act.

## **ARTICLE XI – VACATION LEAVE**

### **Earned Paid Vacation Requirements**

The Village agrees that all Full-Time Police Officers shall earn paid vacation time off according to the following schedule:

0-5years	10 work days vacation
Over 5 years thru 10 years	15 work days vacation
Over 10 years thru 17 years	20 work days vacation
Over 17 years	25 work days vacation

\*Years shall be computed from anniversary date to anniversary date. Vacation schedules will be picked in December for vacation time in the next year. Vacation days will be awarded on January 1st of each year. Each paid vacation day shall be computed at the rate of eight (8) hours of the Officer's regular rate of pay for the year in which the vacation days are taken. Vacation days must be taken in the year in which they are earned. However, if vacation scheduling conflicts or other circumstances have prevented a given Officer from taking all the paid vacation days he or she was entitled to in a particular year, that Officer shall be paid for any unused vacation days in his or her final paycheck of the year, with the option to carry over five (5) vacation days into the following year.

## **ARTICLE XII – TIME CLOCKS – GENERAL RULES**

The following rules of time clocks shall pertain in general to the Department during the time the Village may deem it necessary to have time clocks. Should there be any Department variation from time to time as it deals with time clocks, said variations shall be posted in a conspicuous place near the time clock.

1. Each employee shall only punch his own time card or be subject to dismissal.
2. Employees can only punch in within the fifteen (15) minutes preceding the start of his shift.
3. Employees can only punch out within the last three (3) minutes of the shift unless otherwise excused.

4. A maximum of three (3) minutes at the beginning of an employee's shift shall be allowed without loss of pay. However, continued tardiness can be handled by disciplinary action as deemed necessary.
5. Time shall be completed in ten (10) equal periods of time per hour of employment.

### **ARTICLE XIII – HEALTH & WELFARE BENEFITS**

#### **13.1. Medical/Hospital/Dental Insurance**

The Village shall provide the opportunity to each Full-Time Police Officer covered by the terms and conditions of this Collective Bargaining Agreement the ability to participate in the Village's Medical Plan under the same terms and conditions as offered to all other Village employees, including, but not limited to, other members of the Village of Burnham Police Department who are not covered by the same terms and conditions of this Collective Bargaining Agreement. The "Medical Plan" of the Village shall be available, as currently in existence or as modified, during the entire existence of this Agreement. Should any aspect of the "Medical Plan" change, that change shall not be instituted without first negotiating the new terms and conditions with the Union on behalf of the membership.

#### **13.2. Life Insurance**

All Full-Time Police Officers shall be provided with a \$50,000 life insurance policy at no cost to the Full-Time Police Officer.

#### **13.3. Disability and Worker's Compensation**

The Village agrees to abide by the Public Employee Disability Act, 5 ILCS 3451 and the Illinois Worker's Compensation Act, 820 ILCS 3051.

#### **13.4. Burnham Police Pension Plan**

The Village of Burnham, in conjunction with the Board of Trustees of the Burnham Police Pension Fund, is required by Illinois statute to maintain and administer a Pension Plan for its Police, to regularly deduct Uniform, mandated employee contributions to this Pension Plan, and to make Village contributions to this Pension Plan on behalf of all Full-Time Police Officers covered by this Agreement who meet certain requirements, including vesting requirements, of both the Pension Plan and the State law that governs it.

In that Illinois law requires that such Police Pension Plans routinely issue accurate and audited financial reports to their covered members, and in that the Village of Burnham desires to comply with Illinois law, and in that the Village recognizes that Burnham Police have every right to be made aware of such financial considerations as fund balances, profits and losses on fund investments, loans that the fund may make from time to time, and details of elections of Pension Plan Board members, the Village, in cooperation with the Board of Trustees of the Burnham Police Pension Fund, agrees to maintain a program of full disclosure of any and all Pension Plan



information and data, including audited Annual Reports, to those Burnham Police whose deferred salaries and employee contributions make up the Pension Plan's reason for existence.

### **13.5. Section 457 Deferred Compensation Plan**

Employees shall have the option of contributing to the Village's Section 457 Plan after ninety (90) days of employment in addition to the 401k Plan. Plan details will be provided to each eligible employee. Employee contributions that are made to the 457 Plan are in addition to employee contributions made to the 401k Plan. The Village will not make matching contributions the 457 Plan.

### **13.6. Ongoing Professional Training**

The Village agrees that all Full-Time Police Officers covered by this Agreement shall be eligible to participate in professional training and upgrading programs and shall be encouraged to do so. These ongoing professional training programs shall cover such aspects of Police work as weapons handling, radio room work, investigative techniques and the like and, in all cases, employees who participate in such training shall be paid at their regular rates of pay and, where appropriate, at overtime rates of pay. Further, the Village agrees that at least four (4) times each year, two (2) live fire and two (2) simulated fire, each Officer shall participate in a firearm practice training session with all costs for range fees and ammunition which will be paid for by the Village.

Full-Time Police Officers who travel outside Burnham for any such professional training shall be compensated for expenses and travel allowances at the same rates that the Mayor and Chief of Police are compensated when they travel outside Burnham on Village business. Full-Time Police Officers will be supplied with a Police Department vehicle to attend professional training. In the event training is in excess of twenty (20) miles from the Burnham Police Department, travel time will be considered overtime and will be counted towards the eighty (80) hours pursuant to Article IX §6.

## **ARTICLE XIV – BASE SALARY LEVELS & PREMIUM RATES**

Base Salary Levels and Premium Pay Rates are as follows:

Village of Burnham Police Officers' Wages

	<b>Current</b>	<b>5/1/2017</b>	<b>5/1/2018</b>	<b>5/1/2019</b>
Start	\$45,450.00	\$46,813.50	\$48,217.91	\$49,664.45
After 18 months	\$57,500.00	\$60,000.00	\$61,000.00	\$62,500.00

SPECIAL CLASSIFICATION PREMIUM RATES SHALL BE PAID ACCORDING TO THE FOLLOWING SCHEDULE:

FIELD TRAINING OFFICER – One (1) hour per shift when the officer is a certified Field Training Officer and is training a new employee.



The Base Salary Rates and Special Classification Premium Rates shown above shall be for the life of this Agreement.

The Village agrees that should any special classification positions be adopted, the Village will negotiate the terms of those positions with the Union.

## **ARTICLE XV – MISCELLANEOUS WORKING CONDITIONS**

### **15.1. Equipment Safety**

The Village agrees that no unsafe or improperly maintained or non-functioning equipment, including patrol cars, radios, computers, lights, sirens and other equipment that is in regular use shall be assigned to Officers covered by this Agreement. Officers will not be requested or be allowed to use their personal vehicles during the course of their police duties (surveillance, etc.).

### **15.2. Audio/Video Surveillance**

In order to protect the public and the Employer, audio and video surveillance has been established throughout certain areas at the Police Department. Audio surveillance shall only take place in areas designated as prisoner processing or prisoner holding for adults and juveniles. It is not the intention of the Employer to establish audio or video surveillance in an attempt to discipline employees. This does not include GPS tracking devices.

### **15.3. Drug Screening**

All applicants for employment as Village of Burnham Full-Time Police Officers shall be required to take and pass a standardized drug screening process before being hired by the Village. Testing of such applicants shall be done according to State of Illinois and/or Federal guidelines and statutes, and shall be performed specifically according to the terms and conditions of the Illinois Controlled Substances Act, 720 ILCS 570/101. Full-Time Non-Probationary Police Officers shall not be required to submit to random drug testing, however such Full-Time Non-Probationary Police Officers may be required to submit to drug testing following auto accidents, weapons discharges and such other circumstances as are codified in State statute.

### **15.4. Light Duty Assignments**

Full-Time Police Officers who are injured, disabled or ill may be assigned to light-duty work for the duration of their incapacity. However, light-duty assignments may be made on a case-by-case basis and must balance the needs of the Burnham Police Department against the capabilities and medical needs of the individual officer as well as the recommendations of the officer's medical provider.

## **ARTICLE XVI – SEVERABILITY**

In the event that any Article, paragraph, section or sub-section of this Agreement shall be held invalid and unenforceable by the Illinois Labor Relations Board or any Court of competent jurisdiction, or by any change in any substantially-enacted Federal or State legislation which would prohibit or nullify any section, sub-section or portion of this Agreement, such decision or enactment shall apply only to the specific section, sub-section or portion thereof specified by the Labor Board or Court decision, or change in law, and the remaining parts or portions of this Agreement shall remain in full force and effect. In such event, the parties shall, upon the request of either party, commence good faith bargaining over possible replacement language for the invalidated section, sub-section or portion of this Agreement.

## **ARTICLE XVII – ENTIRE AGREEMENT**

This Agreement constitutes the complete and entire Agreement between the parties. This Agreement supersedes and cancels all prior practices and Agreements, whether written or oral, which conflict with the express terms of this Agreement. The 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 parties waive the right to negotiate on any issue whether known or unknown and that the understandings and Agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Before making any changes in working conditions not contained in this Agreement, which are mandatory topics of bargaining, the Village shall notify the Union of its intention to make the proposed changes. Upon such notification and, if requested by the Union, the Village shall meet with the Union and discuss such changes before they are implemented. Any changes made without such notice shall be considered temporary pending the completion of such discussions. If the Union becomes aware of such a change and has not received the necessary notification, the Union will notify the Village as soon as possible and request discussion of such changes if discussion is desired. The failure of the Union to request such discussions shall in no way act as a waiver of any Union rights, stated or implied.

### ARTICLE XVIII – DURATION

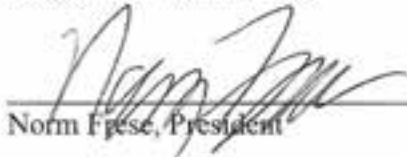
This Agreement shall be effective on the date of its execution by both parties or as otherwise specifically indicated in this Agreement and shall remain in full force and effect through 11:59 PM on the 30<sup>th</sup> day of April, 2020.

This Agreement shall remain in full force and effect until such time as it is replaced by any subsequent Agreement.

Agreed to, signed and entered into trust 17 day of August, 2017.

#### VILLAGE OF BURNHAM

Illinois Council of Police

  
Norm Freese, President

Member

  
Richard Bruno

Business Representative

  
Robert W. Trevarthen, Esq.

  
Robert E. Polk, Mayor

  
Lus Chavez, Village Clerk

  
Peter J. Belos, Chief of Police

  
Felicia L. Frazier, Village Attorney

## APPENDIX A

### LOCAL GOVERNMENT

(50 ILCS 725/) Uniform Peace Officers' Disciplinary Act.

**(50 ILCS 725/1) (from Ch. 85, par. 2551)**

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

(Source: P.A. 83-981.)

**(50 ILCS 725/2) (from Ch. 85, par. 2552)**

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, 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, 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.

"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.

"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.

(Source: P.A. 90-577, eff. 1-1-99.)

**(50 ILCS 725/3) (from Ch. 85, par. 2553)**

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.

(Source: P.A. 83-981.)

**(50 ILCS 725/3.1) (from Ch. 85, par. 2554)**

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.

(Source: P.A. 83-981.)

**(50 ILCS 725/3.2) (from Ch. 85, par. 2555)**

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.

(Source: P.A. 83-981.)

**(50 ILCS 725/3.3) (from Ch. 85, par. 2556)**

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.

(Source: P.A. 83-981.)

**(50 ILCS 725/3.4) (from Ch. 85, par. 2557)**

Sec. 3.4. The officer under investigation shall be informed in writing of the name, rank and unit or command of the officer in charge of the investigation, the interrogators, and all persons who will be present on the behalf of the employer during any interrogation except at a public administrative proceeding. The officer under investigation shall inform the employer of any person who will be present on his or her behalf during any interrogation except at a public administrative hearing.

(Source: P.A. 94-344, eff. 1-1-06.)

**(50 ILCS 725/3.5) (from Ch. 85, par. 2558)**

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

(Source: P.A. 83-981.)

**(50 ILCS 725/3.6) (from Ch. 85, par. 2559)**

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

(Source: P.A. 83-981.)

**(50 ILCS 725/3.7) (from Ch. 85, par. 2560)**

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.

(Source: P.A. 83-981.)

**(50 ILCS 725/3.8) (from Ch. 85, par. 2561)**

Sec. 3.8. Admissions; counsel; verified complaint.

(a) 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.

(b) Anyone filing a complaint against a sworn peace officer must have the complaint supported by a sworn affidavit.

(Source: P.A. 93-592, eff. 1-1-04.)

**(50 ILCS 725/3.9) (from Ch. 85, par. 2562)**

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.

(Source: P.A. 83-981.)

**(50 ILCS 725/3.10) (from Ch. 85, par. 2563)**

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.

(Source: P.A. 83-981.)

**(50 ILCS 725/3.11) (from Ch. 85, par. 2564)**

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.

(Source: P.A. 83-981.)

**(50 ILCS 725/4) from Ch. 85, par. 2565)**

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.

(Source: P.A. 83-981.)

**(50 ILCS 725/5) (from Ch. 85, par. 2566)**

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

(Source: P.A. 83-981.)

**(50 ILCS 725/6) (from Ch. 85, par. 2567)**

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.

(Source: P.A. 83-981.)

**(50 ILCS 725/7) (from Ch. 85, par. 2568)**

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.

(Source: P.A.)