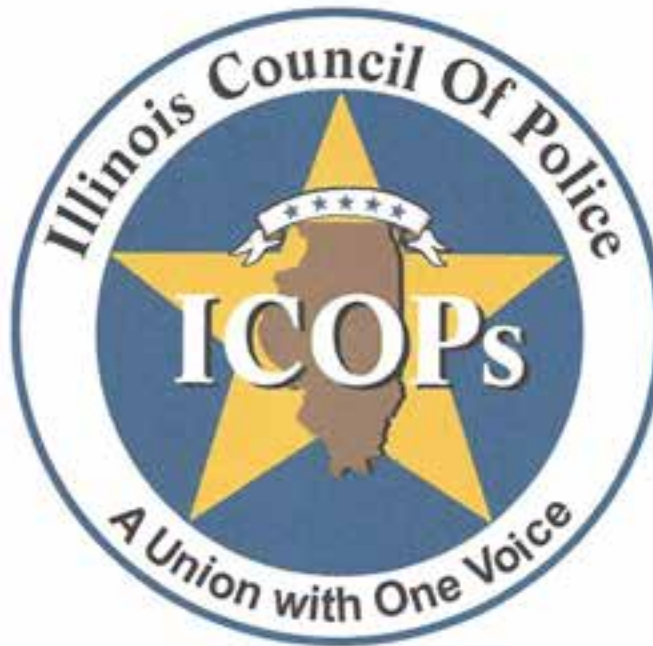


AGREEMENT



Between

Illinois Council of Police

and

Village of Harwood Heights, Illinois

**Covering Harwood Heights Police
Officers and Sergeants**

May 1, 2017 through April 30, 2020

AGREEMENT

BETWEEN

Illinois Council of Police

And

Village of Harwood Heights, Illinois

Covering Harwood Heights Police Officers & Sergeants

May 1, 2017 Through April 30, 2020

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INTRODUCTION

This Agreement is voluntarily entered into by and between the Village of Harwood Heights, Illinois, hereinafter referred to as the "Village," and the Illinois Council of Police, hereinafter referred to as the "Union," as the exclusive Collective Bargaining Agent for the employees of the Village of Harwood Heights who are described in the Collective Bargaining Unit described herein. The bargaining unit shall include all Sworn Patrol Officers, Corporals, and Sergeants (hereinafter referred to as "Union Members").

PREAMBLE

The Union, having been certified by the Illinois Labor Relations Board as Collective Bargaining Agent for all full-time Sworn Patrol Officers, Corporals, and Sergeants 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 I – RECOGNITION

- 1.1 The Village recognizes the Union as the sole and exclusive Bargaining Agent for all full-time Sworn Patrol Officers, Corporals, and Sergeants (sometimes referred to herein as "Members").
- 1.2 Union Members – As used herein, the term "Sworn Patrol Officers, Corporals, and Sergeants" shall refer to all those persons included in the Collective Bargaining Unit described above.

ARTICLE II – MANAGEMENT RIGHTS

The Village shall retain the sole right and authority for the proper and ongoing management of the Harwood Heights Police Department, according to the applicable laws, statutes and ordinances of Harwood Heights, Cook County, the State of Illinois and the United States.

Nothing herein shall be construed to deny or restrict the Village in the exercise of its rights, responsibilities and authorities as articulated in the laws of Harwood Heights, Cook County, the State of Illinois and the United States.

The Village shall retain and exercise all rights to determine its mission and set standards of service offered to the public; to direct the activities of its Police Department employees; to plan, direct, control and determine the operations or services to be conducted by Police Department employees covered by this Agreement; to assign or transfer employees; to hire, promote, demote, suspend, discipline, discharge for just cause or

relieve employees for economic reasons; to establish and enforce reasonable work rules and regulations; and to change or modify systems, methods, equipment or facilities provided, however, that the exercise of any and all of the Village's rights and responsibilities do not conflict with the terms and conditions of this Agreement.

ARTICLE III – 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 - 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. The definition of the term "strike" shall include sympathy strikes, work slow downs and intermittent work stoppages.

ARTICLE V – UNION-VILLAGE RELATIONS

5.1 Bulletin Board

A Union Bulletin Board of reasonable size shall be available for use in an area 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 thereof. 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).

5.2 Public Information

The Village shall make available to the Union, upon written request, existing public information, including relevant financial data and statistics which are pertinent to the conduct of negotiations, the processing of grievances, or the enforcement of the terms of this Agreement. Such materials shall be provided within ten (10) working days, wherever possible, following a written request of the Union. If unable to provide such materials within ten (10) working days (Monday through Friday), the Village shall advise the Union of its need for additional time and the Union agrees that, within reason, additional time may be granted. The Village shall not be obligated hereunder to research or compile data or to provide the same information more than once.

5.3 No Discrimination

Neither the Village nor the Union shall discriminate against any employee because of race, creed, color, national origin, sex, or physical or emotional disability as defined by the Americans with Disabilities Act, or Union activities.

5.4 New Employees

The Village agrees to notify the Union of the hiring of all new full-time Sworn Police Officers whose job classifications are covered by this Agreement within ten (10) working days of the date of hire. Also, the Village shall notify the Union, within the same ten (10) working day time period, of any change of status that results in a Police Officer being promoted to the rank of Sergeant.

5.5 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 the same schedule that the Village normally pays its Police Department employees.

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 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.

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 of Harwood Heights, its Police Department, its elected officials, agents and employees in any action, complaint or suit or other proceeding which may be brought under Section 4.5 of this Article.

Pursuant to 5 ILCS 315/6(g), the Union recognizes the rights of the non-union employees based upon bona fide religious tenets or teachings 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.

5.6 Union Representatives and Visitation

The Village recognizes the right of the Union to elect, appoint, or otherwise name up to four (4) sworn Harwood Heights Union Members as Chapter representatives of the Union. The names of these four (4) Union representatives, along with their designated titles, shall be provided to the Harwood Heights Chief of Police immediately upon the conclusion of the negotiation of this Agreement, or at such other time as the identities of the four (4) Harwood Heights Chapter Officers becomes known. Any subsequent changes in the names or titles of these Union representatives shall also be provided to the Chief of Police 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 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 other ranking Police Department official whenever such visits are to be made. Such visits shall not interfere with normal Police Department functions nor shall the Village be asked to incur additional cost as a result of such visits.

The Village agrees that Harwood Heights Union Member Representatives shall be able to participate in Contract Negotiations so long as Harwood Heights Police Department operations are not adversely affected.

ARTICLE VI – DISCIPLINARY INVESTIGATION PROCEDURES

6.1 Uniform Peace Officers Disciplinary Act

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. In the event a sworn 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, or, separately, filing an action in a court of law. The Village further agrees to abide by all applicable legal requirements under appropriate State and Federal legislation concerning the right of employees to refuse to submit to oral or written investigatory interviews without Union representation where the employee reasonably believes that such interviews might result in disciplinary action.

6.2 Officer's Written Statements & Reports

When disciplinary action is sought any Officer, Corporal, or Sergeant under investigation shall be provided, within two calendar weeks of the date that any informal inquiry or formal interrogation is commenced, with a copy or copies of any written statement or statements he or she has made regarding the matter under investigation. This section shall also apply to such Police Department documents as "To-From" reports, case reports, shift reports, arrest reports, traffic tickets, and any and all other Police Department documents that the Officer, Corporal or Sergeant in question prepared, signed or submitted in connection with the matter being investigated.

6.3 No Media Exposure

The Village agrees that no photos of any Union Member 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.

6.4 No Compelled Testimony

The Village agrees that no Union Member under investigation shall be compelled to speak, give information to, be questioned by, or testify before any non-governmental agency relating to any matter or issue under investigation.

6.5 Investigation Time Limits

All Village and/or Police Department investigations of Harwood Heights Police Officers, Corporals, and Sergeants who are accused of misconduct or violations of Village ordinances or Police Department rules and regulations shall be limited to ninety (90) 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 ninety (90) days, any investigatory findings shall be disclosed to the Officer under investigation. However, the ninety (90) 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.

6.6 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.

ARTICLE VII – GRIEVANCE PROCEDURE

7.1 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 members 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 fifteen (15) working 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 fifteen (15) working days after the underlying situation becomes known to either the Union or the member or members who file the Grievance.

7.2 Definitions

- (1) GRIEVANCE shall mean an allegation by the Union or by an affected employee that there has been a violation, misinterpretation or misapplication of any provision of the Agreement.
- (2) Any employee 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 any Grievance within the prescribed time limits articulated elsewhere in this Article will act as a bar to any further 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 agreement.
- (5) The term "Working Days," as it applies to the Grievance Procedure described in this Agreement, shall mean regularly scheduled work days (Monday thru Friday) except vacation periods or other days in which bargaining unit members are excused from working.

7.3 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 appropriate Commander, who will arrange for a meeting to be held within seven (7) working days to review the Grievance. The formal Grievance shall clearly identify all Grievants, summarize all relevant facts, identify all provisions of the Agreement allegedly violated, and describe the remedy which is requested. The filing of the formal written Grievance at this step must be within fifteen (15) working 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 occurrence. 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) working days of the meeting. The answer shall include the reasons for the decision. If the Grievance is not responded to or resolved at this step, the matter shall be advanced to Step 2.

Step 2. If the Grievance is not resolved at the preceding step, the Union and/or Grievant may refer it to the Chief of Police or his designee by filing the same in writing within ten (10) working days of receipt of the answer from the previous Commander level. The Village representative will arrange for a meeting to be held within ten (10) working days of such referral to review the Grievance. Each party shall have the right to include in its presentation of facts such witnesses as it deems necessary to develop facts pertinent to the Grievance. A written answer, including reason(s), shall be provided to the Grievant (with a copy to the Union if the Union is not the Grievant) within ten (10) working days of the meeting provided for in this paragraph. If the Grievance is not responded to or resolved at this step, the matter shall be advanced to Step 3.

Step 3. If the Grievance is not resolved at the preceding step, the Union may refer it to the Mayor or his designee by filing the same in writing within ten (10) working days of receipt of the answer from the previous Chief of Police level. The Mayor or his designee will arrange for a meeting to be held within the ten (10) working 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. 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 Grievant within ten (10) working 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 his designee, the Grievance may be initiated at Step 3 provided the time limits set forth in Step 1 are adhered to. If the Grievance is not responded to or resolved at this step, the matter shall be advanced to Step 4.

Step 4. If the Grievance is not resolved at the Mayoral level, the Union may submit it to binding arbitration, provided written notice indicating such is filed with the Mayor's office within ten (10) working days of the answer rendered by the Mayor's office, or if no answer is filed, within ten (10) working days of the last day on which such answer was due. The Union shall promptly request the Federal Mediation and Conciliation Services (FMCS) to provide a panel of qualified Arbitrators who are members of the National Academy of Arbitrators from which the parties may make a selection pursuant to the practices of the FMCS. .

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 American Arbitration Association 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 VIII – DISCIPLINE AND DISMISSAL

8.1 Employee Security

All non-probationary Sworn Police Officers or Sergeants 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.

8.2 Discipline, Charges and Suspensions with Pay

No Union Member shall be removed or discharged except for cause, upon written charges, and after opportunity to be heard in his own defense. In the event the Union Member is subject to disciplinary suspension the Village shall not withhold an employee's wages until a final determination is made. For suspensions of less than five (5) days, the Officer, if he so chooses, will be able to forfeit compensatory time, in lieu of losing a days pay from his payroll check after a final determination is made. For suspensions of five (5) days or more, the use of compensatory time shall be at the discretion of the Chief of Police. Other matters with regard to due process considerations as to charges filed against a Police Officer, Corporal or Sergeant shall be governed by 65 ILCS 5/10-2.1-17.

8.3 Disciplinary Sequence

The typical disciplinary sequence for an employee covered by this Agreement shall be: (1) Verbal Warning; (2) Written Warning, with a copy to the employee's personnel file; (3) Suspension; (4) Dismissal.

Disciplinary action, up to and including termination of employment, shall be for a violation of a Harwood Heights Village ordinance, or County or State or Federal law, or for a violation of Police Department policy or rules and regulations, so long as such rules and regulations have previously been reduced to writing and distributed to, posted or otherwise made available to all Police Officers, Corporals, and Sergeants covered by 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 Union Member covered by this Agreement is entitled to Union representation at any meeting or hearing called for the specific purpose of disciplining the employee. If a non-disciplinary meeting turns into a disciplinary meeting, the employee is entitled to recess the meeting until Union representation can be obtained before continuing with any such disciplinary meeting.

8.4 Discipline and Dismissal Circumstances

Suspension and/or dismissal of a non-probationary Officer shall occur only for reasonable and just cause. Any Arbitrator shall have the authority to order restoration of employment, including full seniority rights, of a dismissed employee pursuant to this section only if accompanied by a finding of a violation of the employee's substantive rights. The Arbitrator in such cases may reduce any back

pay award by any amount earned by the employee during the period he or she was not working for the Village and by any Unemployment Compensation payments earned during such period.

8.5 Conference

Except when detrimental to the general welfare of the Village, any employee covered by this Agreement shall have the opportunity, prior to suspension or dismissal, to have Union representation at a conference with the Chief of Police or his designee and at that time, to have full opportunity to review the allegations or reasons for suspension or dismissal and to have ample opportunity to rebut such allegations or reasons. This section shall apply only to disciplinary matters that have not been brought under the jurisdiction of the Harwood Heights Fire and Police Commission.

8.6 Fire and Police Commission

Any Union Member, will have the choice of a hearing, with either the Fire and Police Commission or and Independent Arbitrator. This choice will be for any suspensions, proposed terminations or other disciplinary actions brought by the Village or Command Level of the Police Department.

ARTICLE IX – SENIORITY

9.1 Definition of Seniority

Police Department seniority shall apply to all full-time Harwood Heights Police Department Employees whose original date of hire was as a Police Officer. Police Department seniority shall date from the employee's earliest date of continuous employment as a full-time Harwood Heights Police Department Employee. A Sergeant's seniority shall begin at the date of promotion to Sergeant, for any selections that are made within the rank of Sergeant. Police Department seniority shall be used to determine the status of individual Police Officers and Sergeants in matters of vacation, shift, beat assignments or transfers within the Police Department, reduction in force, opportunities to work overtime, opportunities to bid for specific 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 employee over another. However, in all cases, the seniority rights of full-time sworn Members who have successfully completed their probationary periods 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 Harwood Heights Union Members.

In determining the use of seniority for vacation picks, shift schedules, or where any other selection process is used, Union Members may only make seniority picks between other Union Members in their individual rank. (Police Officers, Corporals,

or Sergeants), however, Sergeants will have the first pick for vacation among police officers on their shifts.

9.2 Hiring Date Conflicts

In the event that more than one employee covered by this Agreement has the same date of hire, seniority of the employees involved shall be resolved based on the order in which their names first appeared on the Villages and/or Police Departments eligibility list, with the earliest name appearing on the list being the most senior Member, in their respective rank. 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.

9.3 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 Sworn Police Officers, Corporals, and Sergeants are hired, promoted or as others leave the employ of the Village, their names shall be added to or removed from the Seniority List not later than 30 days from the date of such changes. The Village agrees to provide the Union with such updated Seniority Lists as they become available.

9.4 Probationary Period Seniority

All newly hired Union Members shall be considered probationary employees until they successfully complete a probationary period of eighteen (18) months from the date of hire. Seniority among probationary Members shall not apply until after they complete their probationary period, in which case they shall be deemed to have accrued eighteen (18) months of seniority with the Police Department. The Chief of Police may extend a given employee's probationary period for one (1) time for a six (6) month period, if, at their discretion, that employee requires additional time to qualify as a full-time Harwood Heights Police Officer. However, all appropriate benefits, including ranking on the Police Department Seniority List, shall accrue to all covered employees who have completed eighteen (18) months of service to the Police Department.

9.5 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.

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) days. However, seniority shall continue to accrue during any sick leave or disability leave that an employee may experience, provided that sick 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 employees have accrued up to that point shall continue to be carried by the Village in their names. Further, any employees who return to work as full-time sworn Police Officers, Corporals, or Sergeants 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 resigns, is discharged for cause, retires, or has been laid off during a reduction in force and not called back for two (2) years.

9.6 No Layoffs / Reduction in Force

The Village agrees that there shall be no layoffs / reduction in force of the membership for the duration of this Agreement.

9.7 Seniority and Vacation Scheduling

Whenever possible, initial vacation periods shall be selected and scheduled prior to December 31st of each year for vacations that will be taken in the following year. Vacations shall generally be selected and scheduled based on seniority within the Police Department and the bargaining unit, however Sergeants will get first pick on their shift, regardless of seniority. The Chief of Police or his designee may override the seniority factor in vacation selections that would leave a particular assignment or sub-section within the Department without adequate and normal staffing. For example, if two or more Officers assigned to patrol were to select the same or overlapping dates for their vacations, and no other Officer was available for hire back, and if the granting of these dates would seriously hinder the Department's patrol operations, the Chief of Police or his designee will have final authority in scheduling such vacation periods.

9.8 Job Posting

Whenever any 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, and all Union Members covered by this Agreement shall be eligible to bid on them. The final authority for filling such openings shall reside with the Chief of Police or his designee.

9.9 Seniority, Shift Scheduling and Days Off

The Village agrees that current procedure used to determine shift assignments will remain in effect for the duration of this contract. For voluntary shift changes, officers shall be required to submit written shift change requests at least two calendar weeks in advance of the date such a shift change would take effect. Also, shift changes initiated by the Chief or his designee shall require a notice to the affected officer or officers of twenty-one (21) calendar days prior to the effective date of such shift change. However, in emergency situations,

management may waive the twenty-one (21) calendar day requirement. No shift change shall be initiated by the Chief as a form of employee discipline.

9.10 Seniority and Overtime

If a Police Officer works overtime, and any such overtime becomes available with less than twenty four (24) hours advance notice to the Village (UNSCHEDULED OVERTIME), the Village shall offer such Unscheduled Overtime, in the order of seniority, to those bargaining unit members who are working the shift immediately prior to the Unscheduled Overtime. If such bargaining unit members decline such Unscheduled Overtime opportunity, the Village shall have the right to order the bargaining unit members working on the shift immediately prior to the Unscheduled Overtime opportunity to hold over, in the order of reverse seniority.

If an overtime assignment that is known to the Village with more than twenty four (24) hours notice is made available to bargaining unit members (SCHEDULED OVERTIME), such Scheduled Overtime assignment shall be based on bargaining unit seniority, unless a particular level of training or expertise is required for a particular overtime assignment or detail. If the Village is required to order bargaining unit members to work Scheduled Overtime, such overtime shall be assigned to bargaining unit members in order of reverse seniority.

Also, individual 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 two-week pay period, unless agreed to by the member. Further, no Officer covered by this Agreement may be compelled to work more than two (2) consecutive days of overtime in any two-week pay period, unless agreed to by the Member. All Scheduled Overtime shall be posted.

Nothing in this section should prevent the Village from posting a seniority list for use by Supervisors, to call Officers on a rotating basis to work either type of overtime. If an Officer does not answer his phone, the next Officer in line of seniority will be called.

9.11 Seniority and Rescheduling (Trading) Of Shifts

The Village agrees that regularly scheduled shift and regularly scheduled days off may periodically and temporarily be voluntarily traded between individual Officers without regard to seniority. In such instances, both Officers involved in a given shift trade must make a request to the Chief of Police or his designee in written form in advance of the starting time of the shift being traded. The request for the trade must be approved by the Chief of Police or his designee. 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.

ARTICLE X – EMPLOYMENT PRACTICES & PROCEDURES

10.1 Court Time Compensation

The Village agrees that all full-time sworn Police Officers, Corporals, and Sergeants will be compensated for Court appearances at the minimum rate of two (2) hours of the Officer's overtime rate of pay or compensatory time at the overtime rate of time and one half (Officers choice) if such appearance is scheduled at a time that the Officer would not normally be working.

If the Court appearance is scheduled for a time when the Officer works a full shift on the same day, either before or after the Court appearance, the two (2) hours shall be paid to him or her providing it is not during his or her regularly scheduled shift. For example, if an Officer works third shift and has a Court appearance at 9:00 a.m., and the Court appearance ends before the regular third shift starting time, that Officer will be paid for two hours at the overtime rate. For Court appearances that occur during an Officer's regularly scheduled shift, there shall be no additional compensation. Also, an Officer will be paid for only one two-hour minimum rate of Court time per day. For example, if an Officer has a 9:00 a.m. Court call on a day that he or she would not otherwise be working, and if the Officer's Court call continues into the afternoon Court call, he or she will be paid for the two hours for the morning call and on an hour-for-hour basis at the normal overtime rate of pay for the rest of the Court call.

10.2 Call-In Compensation

A. A call-in is defined as an unscheduled order to report for work which does not continuously precede or continuously follow an officer's regularly scheduled working hours. Officers who are directed to report to work shall be compensated for a minimum of three (3) hours at the appropriate overtime rate or be compensated for the actual time worked, whichever is greater, at the overtime rate. Members who are called in to attend a mandatory meeting contiguous to their shift shall be paid only for the actual time in attendance at the meeting.

B. The Village agrees that any Officer, Corporal or Sergeant who is given at least five (5) days notice of a scheduled event shall be compensated at the normal overtime rate of pay with no minimum hours guarantee.

10.3 Training Compensation Time

The current procedure regarding training time compensation will remain in effect for the duration of this contract.

10.4 Residency Requirement

For purposes of the Collective Bargaining Agreement between the Bargaining Unit (i.e. Police Officers, Corporals, and Sergeants of the Harwood Heights Police Department) and the Village of Harwood Heights (i.e. Employer), the Village requires all officers, corporals and sergeants must live in the State of Illinois and possess a valid driver's license recognized by the State of Illinois.

10.5 Uniform Allowance

All Officers, who have completed (12) twelve months of their probationary period will receive a uniform allowance check in the amount of (\$900.00) nine hundred dollars per year. This uniform check will be issued in two increments of (\$450.00) four hundred fifty dollars on May 15th and November 15th of each calendar year. Probationary employees that are eligible for this payment but have not reached the above dates will be paid an additional amount of \$75.00 per month until they reach either date.

10.6 Body Armor

Each Officer will be issued body armor by the Village of Harwood Heights. For those Officers that now have body armor, the Village will issue new vests when the Officers vest has been in service for longer than five (5) years. The Village issued body armor will remain the property of the Village and shall be returned, upon any Officers separation from the Village.

10.7 Shift Coverage

1. Alternative Work Schedule for Patrol Division. The Village agrees to establish, on a trial basis, an Alternative Work Schedule for Officers (including Corporals and Sergeants) assigned to the Police Department's Patrol Division, commencing on or about January 1, 2018.
2. Conditions. The Alternative Work Schedule for covered Officers is subject to the following conditions:
 - a. The shifts shall initially be assigned pursuant to sect. 9.9 with up to 40% of each shift assigned by the Chief and 100% of the platoons, to insure operational needs.
 - b. The normal workday will be 12 hours, generally 0700 to 1900 or 1900 to 0700 hours. The normal work cycle for purposes of the Federal Fair Labor Standards Act (FLSA) will be 14 days, with overtime being paid for hours worked in excess of 84 hours in a 14-day cycle. During each 14-day work cycle, the Police Department ("the Department") normally will schedule one 8-hour day for each Officer. Except as otherwise specifically provided for herein, there shall be no daily or weekly overtime for Officers working 12-hour shifts.
 - c. Officers working 12-hour shifts will be assigned their 8-hour day by the Commander of Patrol, and these eight-hour days will be shown on the shift's schedule. The eight-hour days may be reassigned based on the following factors: department need; training; benefit time use and convenience of the officer.

- d. No more than one Officer per shift (including the Sergeant and Corporal assigned to the shift) may be on Vacation, Holiday Time, a Personal Day, or Compensatory Time off.
3. Evaluation. The foregoing trial Alternative Work Schedule program shall be evaluated every six (6) months as follows: During the trial period, service levels, productivity, operational needs, accidents, safety, leave usage, and cost effectiveness will be monitored by the Department. If the Chief of Police determines that the Alternative Work Schedule has not met the overall operational needs of the Department, or has adversely affected the level of police services to the community, or has had severe economic consequences, or has resulted in unacceptable Sick Leave use or diminished productivity or safety, he shall have the right to discontinue the Alternative Work Schedule and revert back to the work schedule previously in place in the Department.
4. Termination. The Alternative Work Schedule described herein may also be terminated in writing by either the Village or the Union no later than October 1 of each year.
5. Overtime Assignments. Unscheduled overtime will be assigned in any of the following manner:
 - a. Officers coming in before or after a shift that is short may be ordered to come in early or stay late to cover part of the short shift.
 - b. Officers assigned to a float day on a shift that is short may be assigned to work a full 12 hour shift to cover part of the shortage.
 - c. Officers on a regular day off may be ordered to cover an unscheduled shortage on their shift.

10.8 Overtime Compensation

Full-time sworn Police Officers, Corporals, and Sergeants may be required to work overtime in both emergency and non-emergency situations. In either case, overtime shall be duly authorized and approved by an Officer of at least supervisory rank, if not higher. Officers required to work overtime shall be compensated for such time at the rate of one and one-half (1.5) times the regular rate of pay or compensatory time at one and one-half times the regular rate of pay, at the officer's choice. Overtime shall be earned in minimum increments of fifteen (15) minutes.

The combination of overtime hours and regular-time hours shall not exceed sixteen (16) in any 24-hour period for any given Officer. Also, no Officer shall be required to work sixteen (16) hours per day in any two-day period and no Officer

shall be required to work more than two (2) consecutive sixteen (16) hour days in any standard workweek. However, officers who work a regular eight (8) hour shift may volunteer to work an additional eight (8) hours of overtime for each day of the regular workweek, but in no case may such Officers be required to work more than 20 hours of overtime in any one week.

Overtime shall be paid along with regular-time compensation in the Officers' regularly scheduled paychecks, unless individual Officers elect to receive their overtime pay in the form of compensatory time.

10.9 Compensatory Time

Compensatory time shall be granted to full-time sworn Police Officers, Corporals and Sergeants who indicate to the Chief of Police or his designee that they choose such compensatory time in lieu of actual payment in 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 hour. Officers who have earned compensatory time will be required to notify the Chief of Police or his designee in writing (on a form to be provided by the Department) at least 24 hours in advance of their intentions to claim such time off. In emergency situations, or situations which may arise, the twenty four (24) hour notice may be waived.

Compensatory time may be accumulated up to a maximum of 120 hours at any given time in an Officer's career. The Chief or his designee will keep accurate records of how much compensatory time is in each Officer's account. Account balance information will be made available to individual Officers who request such data during time periods established by the Chief or his designee or, if the Village finds it possible and economically feasible to do so, compensatory time balances shall be expressed on the paycheck stubs of individual Officers on a regular basis. Compensatory time may be used in conjunction with vacation time up to a maximum of thirty (30) paid compensatory days off in any calendar year. Scheduling of compensatory time as part of the vacation period must be requested by the Officer and approved by the Chief of Police or his designee at least thirty (30) days prior to the start of a vacation.

Throughout the year, compensatory time shall be cashed in by taking time off. At the end of the year, individual Officers may choose to cash in up to 60 hours of their accumulated compensatory time in the form of a year-end payment to be made in conjunction with their final paycheck of the year. Officers electing to cash in any accumulated compensatory time up to sixty (60) hours, shall make notification to the Chief or his designee by the first of December in the year of the cash in. Un-cashed compensatory time shall be rolled over from one year to the next and, upon a given Officer's unpaid leave of absence, termination, retirement, permanent disability or death, such accumulated compensatory time shall be paid to the Officer or his or her survivors at the appropriate overtime rate of pay based on the rate of pay at which it was earned. Upon retirement, individual Officers may choose to take their accumulated compensatory time in the form of a lump-sum payment or paid time off or a combination of both.

10.10 Secondary Employment

The Village agrees that full-time sworn Police Officers, Corporals, and Sergeants covered by this Agreement who desire to take on secondary employment may do so. All secondary employment will be reported by the Officer to the Chief of Police or his designee for his information and approval. Such approval shall not be unreasonably withheld.

10.11 Rules, Regulations, Policies, and Procedures

The Village agrees that within a reasonable amount of time following the signing of this Agreement, the Chief of Police or his designee will prepare and post a master copy of all Village and Police Department Rules, Regulations, Policies and Procedures that pertain to Police work and the specific duties of full-time sworn Police Officers and Sergeants. Officers will sign a cover sheet indicating that they have read the posted materials. If an Officer requires a copy of the posted material, he or she may use the Department's copy machine for this purpose. It is understood that by posting 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 or Sections of this Agreement, this Agreement shall take precedence over the existing Village Rules, Regulations, Policies and Procedures. However, this Agreement shall not supersede already existing rules and regulations of the Harwood Heights Fire and Police Commission.

10.12 Performance Evaluation & Discipline

No Union Member covered by this Agreement shall be required to submit to a Village or Police Department Performance Evaluation without first being given the opportunity to meet with the appropriate supervisor and being allowed to examine and inspect the evaluation document. Further, any Union Member undergoing an evaluation shall have the opportunity of indicating his or her approval or disapproval of the evaluation by marking an appropriate "Approval" or "No Approval" box on the evaluation form and placing his or her signature near the box.

Members who are deemed to score at or near the bottom in such Evaluations, the Village agrees to provide training and/or other remedial opportunities designed to improve a given Union Member's performance as indicated on any Departmental Performance Evaluation. No disciplinary action shall occur as the result of a given Union Member's low score on his annual performance evaluation.

10.13 Access to Personnel File

The Village will act in accordance with the Illinois Personnel Records Review Act.

10.14 Removal of Discipline and Complaints

Any record of unfounded complaints will be removed from a member's personnel file after completion of the investigation. Any record of disciplinary action of a one

(1) day suspension or less will be removed from a member's personnel file after three (3) years unless same or similar conduct has occurred.

ARTICLE XI – HOLIDAY AND LEAVES

11.1 Personal Leave Days

Upon completion of the first year of service to the Village and the Department, The Village agrees that all full-time sworn Police Officers, Corporals, and Sergeants shall receive thirty-two (32) hours of paid personal leave per year. These thirty-two (32) hours of personal leave can be taken at the discretion of the Officer for personal business. A twenty-four (24) hour notice shall be made to the appropriate supervisor by the Officer requesting to take a paid personal leave day. Also, the Village agrees that paid personal leave may be used in conjunction with regularly scheduled days off, vacation days or on any other scheduled on duty day.

11.2 Sick Leave Days

The Village agrees to provide all full time Sworn Police Officers, Corporals, and Sergeants with one hundred and twenty (120) paid sick leave hours per calendar year. Officers will accumulate sick leave at a rate of 10 sick leave hours per calendar month. Officers may use sick leave for an absence due to his or her own illness, injury or that of a spouse, child or parent. Sick leave days can be used in minimum increments of one-half (1/2) day. Officers will not be eligible for sick leave during the first twelve (12) months of employment. If an Officer does not call in sick, he will receive eight (8) hours of compensatory time for each four (4) month period, during the calendar year (January – April, May – August, September – December).

Bargaining Unit Members hired prior to September 1, 2006 shall make a one time only choice of sick leave use upon execution of this Agreement between the following options:

Option 1.

Officers, Corporals and Sergeants may accumulate unused sick leave up to one thousand six hundred (1600) hours maximum. Under this Option 1, Members may not sell back any sick time during the course of their employment but may have all sick leave days accumulated as of the date of execution of this Agreement, up to one thousand six hundred (1600) hours, deducted from the amount of time an Officer, Corporal, or Sergeant would be required to work in his or her final year at the rate of 1:1 or take cash in lieu of using sick time at retirement at a rate of 2:1. Any bargaining unit member who previously was "grandfathered" with the ability to use previously accumulated sick leave time over one thousand six hundred (1600) hours shall remain "grandfathered".

Option 2:

Officers, Corporals and Sergeants may accumulate unused sick leave up to one thousand six hundred (1600) hours days maximum. Under this Option 2, Members may sell back any sick time accrued but not used during the year, up to one hundred and twenty (120) hours, at a rate of 1:1. This sell back will be paid to the Member during the month of December each year. Members may have up to one thousand six hundred (1600) accumulated sick leave hours deducted from the amount of time an Officer, Corporal, or Sergeant would be required to work in his or her final year at the rate of 1:1 or take cash in lieu of using sick time at retirement at a rate of 2:1.

Officers, Corporals and Sergeants hired after September 1, 2006 shall only be entitled to the benefits described in Option 2 above.

Officers requesting a sick leave day will make notification to the appropriate supervisor no later than one (1) hour before the start of the officer's regularly scheduled shift, unless an emergency occurs that prevents the officer from complying with the one (1) hour notice requirement. An officer using four (4) or more consecutive sick leave days, or if the Chief of Police or his designee reasonably suspects that an officer is engaging in sick leave abuse, that officer may be required to present verification of illness from a medical doctor or medical facility. Any costs for this verification will be paid for by the Village.

When an officer voluntarily works two consecutive overtime shifts or 16 hours of overtime in one week, that officer may not use sick leave within seven (7) days of working that overtime

11.3 Bereavement Leave

Employees shall be allowed to take up to three (3) days if the officer works an eight hour shift or twenty four (24) hours if the officer works a 12 hours shift of consecutive leave with pay in the event of a death in the employee's immediate family. Immediate family is defined as father, father-in-law, mother, mother-in-law, sister, brother, spouse or partner in a civil union, child, grandparent, grandchild, , brother or sister-in-law, step-parents, , step children or member of the household for whose care the employee is responsible. Twelve (12) hours or one (1) day's paid leave is allowed to attend the funeral of a relative not in the immediate family.

For deaths of immediate family members that take place more than 250 miles from the Village of Harwood Heights, with appropriate documentation, the bereavement period shall be extended to five (5) days if the officer works an eight hour shift of forty (40) hours to allow for travel time. Twenty-four (24) hours are unpaid but the officer may elect to use compensatory time or personal time for this time.

Also, the Village agrees that regular days off and vacation days shall not be counted as bereavement days. Bereavement periods which include such regularly

scheduled days off shall, upon written request by the affected Officers, be extended day-for-day.

11.4 Jury Duty Leave

Any full-time sworn Police Officer, Corporal, or Sergeant covered by this Agreement who is summoned and reports for jury duty shall be granted leave to fulfill such duty. The Village shall compensate any Officer, Corporal or Sergeant 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, Corporal or Sergeant would have been scheduled to work. The Officer, Corporal or Sergeant shall present proof of such service to the Chief of Police or his designee. Any fees or expense reimbursements that are paid to the Member for such duty shall, in turn, be paid by the Member to the Village.

11.5 Military Leave

Any full time sworn police officer covered by this Agreement shall be granted military leave in accordance with State and federal law.

11.6 Parental Leave

The Village agrees that parental leave will be governed by the Family Medical Leave Act (FLMA).

11.7 Earned Paid Vacation Requirements

The Village agrees that all full-time sworn Police Officers, Corporals, and Sergeants shall earn paid vacation time off according to the following schedule:

Years*	Accrual Rate
First year through year two	Eight (8) hours for every two months
* Third year through year six	112 hours off per year
* Seventh year through year fourteen	160 hours off per year
** Fifteenth year through year twenty	208 hours off per year

* Years shall be computed from January 1st through December 31st without regard to Officers' anniversary dates.

** After the completion of twenty (20) years of service, Members shall receive eight (8) additional paid vacation time per year to a maximum of 240 hours .

Vacation days may be used in increments as small as one (1) day with a twenty four (24) hour notice and the Supervisors permission.

Each paid vacation day shall be computed at the rate of eight hours of the Officer's regular rate of pay for the year in which the vacation days are taken.

Member requests for vacation rollover up to a maximum of 40 hours shall be submitted by November 30th and must be approved by the Chief or designee. Vacation time rolled over from end of a calendar year (December 31) per approval by the Chief or designee, must be used no later than the end of the same fiscal year (April 30).

11.8 Holidays

The Holidays listed below will be for all bargaining unit members:

New Year's Day	Fourth of July
Martin Luther King Day	Labor Day
Presidents Day	Columbus Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Christmas	

In the last week of November, of each calendar year, all bargaining unit members will be issued a check for eighty eight (88) hours of pay, at the straight time pay rate. Additionally each Officer will receive eight (8) hours of compensatory time each day for Thanksgiving Day and Christmas Day. This time will be added to the compensatory time bank of each Officer. These benefits will be for bargaining unit members, whether the employee works the day or not.

ARTICLE XII – HEALTH & WELFARE BENEFITS

12.1 Medical/Hospitalization/Dental/Vision Insurance

The Village agrees to maintain Medical and Dental Insurance for employees covered by this agreement. The members' contribution will remain at 15% of premium for 2018 and 2019 and will increase to no more than 16% of premium cost in 2020 if the cost of health insurance increases by more than 5% during the term of the agreement. The amount of contribution will be computed based on the category of health insurance selected by the

Member. For members with individual insurance coverage, the Village will deposit \$750 into those members' HSA as of each January 1st during the term of this agreement. For members with other levels of coverage, the Village will deposit \$1,250 in those members' HSA as of each January 1st during the term of the agreement provided the Village maintains a HSA plan.

Member Officers electing to opt out of health insurance coverage provided by the Village of Harwood Heights, who have not received an opt out payment in the past would receive an annual payment in the amount of \$500 but the cumulative opt out payments during a member's employment may not exceed the following:

Employee only coverage	\$2,000
Employee and spouse coverage	\$3,500
Employee and child coverage	\$3,500
Family coverage	\$5,000

Member Officers who have taken this offer will be allowed to return to the Village sponsored health insurance plan on an annual basis during open enrollment or if their alternative health plan was terminated beyond their control.

The Village agrees to maintain the same or substantially similar coverage provided a same or substantially similar plan is available. The parties agree that, should the Affordable Care Act be modified or repealed, the Village shall implement the legislative changes without the need to bargain over such changes.

For the term of this contract, the Village will continue to offer dental insurance to members at the current employee contribution level. Additionally, the Village will provide an optional vision plan at the full cost of the member.

12.2 Medical Insurance: Retirees

Upon retirement, the Village will allow the Retiree to continue to be included in the Harwood Heights Medical Plan, at the same rate that is given to working employees. The Retiree shall pay to the Village the same cost of the plan as charged to the Village. This group rate will include single or family coverage. Retirement shall mean any Officer who leaves the Department, with twenty (20) or more years of service. Age will not be a determining factor.

12.3 Disability and Worker's Compensation

According to existing State of Illinois statute (5 ILCS 345/1 PUBLIC EMPLOYEE DISABILITY ACT), any full-time sworn Police Officer who is must secure a statement injured on duty (IOD) and is unable to work shall continue to be paid full salary by the Village at his or her regular rate of pay for up to one full year from the date of the injury. Any Officer who is injured on duty in the regular service of the

Harwood Heights Police Department shall report such injury to his or her superior Officer and shall seek appropriate treatment at the nearest hospital or medical facility, assuming such hospital or medical facility is equipped to handle the needs of the injured Officer. If the Officer is unable to perform his or her normal Police duties, the Officer must secure a statement from an attending physician describing the Officer's disability in order to continue receiving full salary and other benefits from the Village. In order to continue receiving such benefits, the Officer must continue to provide the Chief of Police or his designee with proper documentation from the attending physician at regular and reasonable intervals. Officers who suffer injuries on duty (IOD), and who elect to file for benefits under the Worker's Compensation Act, shall be liable for reimbursement to the Village on a dollar-for-dollar basis of any funds that the Officer received from the Village under terms of the Public Employee Disability Act. Generally, Officers who are being compensated by the Village under terms of the Public Employee Disability Act will not also seek compensation under the Worker's Compensation Act. But nothing in this Agreement shall prevent an injured or disabled Officer from benefits under the Worker's Compensation Act, particularly if the Worker's Compensation Act is deemed to provide more generous benefits than those salary continuation benefits provided under the Public Employee Disability Act.

12.4 Harwood Heights Police Pension Plan

The Village of Harwood Heights is required by Illinois statute to make Village contributions to this Pension Plan on behalf of all Harwood Heights Police Officers, Corporals, and Sergeants covered by this Agreement who meet certain requirements, including vesting requirements, of both the Pension Plan and the State law that governs it. Upon any Officer's retirement or disability, the VILLAGE will give to the employee his duty badge, shield, and I.D. card, and execute a letter of retirement in good standing. The I.D. card will be stamped Retired.

12.5 Prepaid Legal Plan

The Union shall be the new provider of the Village Paid Legal Plan provided to the Police Department Employees. The plan will include all Police Officers, Sergeants, Lieutenants, Captain and Chief. The benefits will remain the same as in the previous agreements with the State FOP. The payment will be made on March 1st of each year of this agreement. The cost of this plan will be \$180.00 per year for each covered Officer. The Village will notify the Union if an employee is deleted or added to this program and a prorated check will be issued by either part to cover the added or deleted employee.

12.6 On-Duty Death Benefits

The Village agrees to carry and maintain a Fifty Thousand Dollar (\$50,000) Life Insurance policy for all full-time Sworn Police Officers, Corporals, and Sergeants. Additionally, the Village agrees to continue to provide the same level of Medical and Hospitalization Insurance to the dependents of any Officer who dies while on duty for one (1) calendar year. Also, the Village of Harwood Heights death benefit shall be in addition to any death benefits that may be available under State or Federal law, or from private philanthropic groups or agencies, or from the Union.

12.7 Training Benefits

The Village agrees that all full-time Sworn Police Officers, Corporals, and Sergeants 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. Police who travel outside Harwood Heights for such training shall be compensated for expenses and travel allowances at the current Federal Rate. Any Officer going to a Duty Station other than the Police Department shall be paid from the Officers place of departure (i.e. home).

12.8 Education Reimbursement Benefits

Employees who desire to further their formal education in the field of Police Science/Law enforcement shall be reimbursed up to \$8,000 per year for tuition and books for college or masters-level courses that they take and complete with a grade of "C" or better, or who achieve a grade of "Pass" in Pass/Fail courses. Generally, such courses shall be elements of an overall criminal justice course of study and they may be taken through any accredited Community College, four-year College or University. To qualify for such educational benefits, Officers must notify the Chief of Police or his designee for approval before the semester or quarter begins that they will be taking such courses. To qualify for such educational benefits, Officers must notify the Chief of Police or his designee for approval before the semester or quarter begins that they will be taking such courses. Then, upon the successful completion of such courses, Officers will be reimbursed within sixty (60) days of submitting receipts, transcripts, or grade reports to the Chief of Police or his designee.

ARTICLE XIII – BASE SALARY LEVELS

Base Salary Levels for the periods of time indicated are as follows:

	2016	2017	2018	2019
	Current	3% increase	3% increase	3.25% increase
Start				
Starting to 3 months	\$51,629.20	\$53,178.08	\$54,773.42	\$56,553.55
03 – 12 months	\$59,318.82	\$61,098.38	\$62,931.34	\$64,976.60
12 – 18 months	\$62,847.93	\$64,733.37	\$66,675.37	\$68,842.32
18 – 24 months	\$65,420.90	\$67,383.53	\$69,405.03	\$71,660.70
24 – 30 months	\$68,759.23	\$70,822.00	\$72,946.67	\$75,317.43
30 – 36 months	\$71,348.16	\$73,488.60	\$75,693.26	\$78,153.29
After 36 months	\$78,742.10	\$81,104.36	\$83,537.49	\$86,252.46
Sergeants	\$86,616.33	\$89,214.82	\$91,891.26	\$94,877.73

All wages are retroactive to 5-1-2017.

*The wages for Sergeants shall be ten percent (10%) over the highest paid Patrol Officers (not including stipends) as provided in this Agreement.

SPECIALITY PAY

The following positions will each receive an additional \$87.50 per specialty assignment added to their regular pay check to be computed hourly to count towards overtime, pension, etc. –

Detective
Juvenile Officer
Evidence Technician
K-9 Officer

Further, any Officer or Sergeant who must carry a department pager or cell phone will be considered on call and will be given specialty pay. Any percentage raises given to the base salary, will also be given to specialty pay.

The following positions will receive two (2) hours of comp time or pay, (Officers choice), at the straight time rate for each day worked in this position –

Field Training Officer – shall be trained by the Village as F.T.O.

Corporal – when a Sergeant is not scheduled and the Corporal is the ranking officer on the scheduled shift.

Officer in Charge – shall be the Officer selected by the Chief, in consultation with the Commander responsible for patrol operations if no Sergeant or Corporal is able to work. In the case of an unanticipated absence of a Sergeant and a Corporal is available from the off going shift of the current shift, the Corporal will be offered the OIC position first. The duties and responsibilities of the OIC shall be developed through the labor/management committee. The OIC will receive one (1) hour of compensatory time or pay, at the officer's option, at the straight time rate of pay for each shift or portion of a shift in excess of two (2) hours. Failure to perform the OIC duties will result in the officer being ineligible for OIC pay.

K-9 OFFICER

The K-9 Dog and Officer will receive the following benefits, beside what is listed in this contract.

1. K-9 Officer – The Officer will work as a separate unit from Patrol and will receive specialty pay included with regular pay.
2. Hours Worked – (1100 hours–1800 hours) and (1900 hours–0200 hours).
3. Days Worked – K-9 Officer will work a 4 days on 2 days off, 6 days on 2 days off schedule, working 7 hours per day and 1 hour for care of the dog. The Officer will receive one (1) hour of compensation time at straight time for caring for the dog on his regular day off.
4. Patrol Shortage – If the K-9 Officer must fill in for a patrol shortage, the eighth hour of the shift will be at time and one half.
5. Transportation – The Department will supply a specially equipped vehicle with fuel and maintenance for the Officer's use to and from home.

6. Time Off – Whenever the K-9 Officer requests time off for any reason, the City will deduct seven (7) hours from his benefit bank for any day off.
7. K-9 Dog – The Officer shall receive two (2) days off per month for specialized training of the K-9 Animal. This training will insure that the dog is certified in all aspects of police work. Also, the all veterinary care, food and maintenance of the dog will be covered by the City.

PHYSICAL FITNESS STIPEND

Beginning at the signing of this agreement all members may voluntarily attempt the State Certified Physical Fitness test given by approved academy's for entrance into their Peace Officer Training Program. The opportunity to attempt the test shall be given by the Village quarterly and each member shall have two (2) attempts to pass the test. Upon passing the test a \$400.00 Physical Fitness Stipend shall be awarded only one time and the opportunity continues year to year. The requirement of the physical fitness test is attached as an Appendix to this Agreement.

LONGEVITY PAY

All Bargaining Unit Members employed with the Village shall be eligible for the following Longevity stipend. The following breakdown of Longevity will be used for each Bargaining Unit Member in the form of a separate check. This check will be issued on the anniversary date of each member for which it applies for each year of the contract.

YEARS COMPLETED	PERCENTAGE
6 th	.50
7 th	1.
8 th	1.5
9 th	2.
10 th	2.5
11 th	3.25
12 th	4.
13 th	4.75
14 th	5.5
15 th	6.25
16 th	7.25
17 th	8.25
18 th	9.25
19 th	10.25
20 th	11.25
21 st	12.25

22 nd	13.25
23 rd	14.25
24 th	15.25
25 th	16.25

ARTICLE XIV – DRUGS AND ALCOHOL

14.00 Professional Conduct and Demeanor

Employees must project a positive representative image that insures public confidence in them and governs their professional conduct. Any Employee formally charged or convicted of a criminal offense must notify the Chief of Police, in writing, within 24 hours of the formal charge or conviction.

The Village is committed to maintaining a drug- and alcohol-free workplace. No employee shall unlawfully possess, use, dispense, distribute or manufacture any controlled substances, drugs or alcohol in the Village. The Village, at its discretion, may require the employee to satisfactorily participate in a substance abuse assistance or rehabilitation program designated by the Village, or discipline the employee up to and including termination.

14.1 Policy on Drugs and Alcohol

The use of illegal drugs and the abuse of legal drugs and alcohol by members of the Police Department present unacceptable risks to the safety and well-being of other employees and the public invite accidents and injuries and reduce productivity. The mission of the Police Department is to protect life and property, which demands the highest level of fitness of its members. Department members must project a positive representative image which ensures public confidence in them and governs their professional conduct. In the interest of employing persons who are capable of performing their jobs, and for the safety and well-being of employees and residents, the Village and the Union agree to establish a program that will allow the Village to take the necessary steps, including drug and/or alcohol testing, to implement a general policy regards drugs and alcohol.

14.2 Definitions

- A. "Drugs" shall mean any controlled substance listed in 720 ILCS 570 *et seq.*, known as the Controlled Substances Act, for which the person tested does not submit a valid pre-dated prescription. In addition, it includes "designer drugs" which may not be listed in the Controlled Substances Act but which have adverse effects on perception, judgment, memory or coordination. Among the drugs covered by this policy are the following:

Opium	Psilocybin-psilocin
Morphine	MDA
Codeine	PCP
Heroin	Chloral Hydrate
Meperidine	Methylphenidate
Marijuana	Hash
Barbiturates	Hash Oil

Gluthethimide
Methaqualone
Cocaine
Phenmetrazine
Mescaline

Steroids
Tranquilizers
Amphetamines
LSD

The term "drug abuse" includes the use of any controlled substance which has not been legally prescribed and/or dispensed, or the abuse of a legally prescribed drug which results in impairment while on duty.

- B. "Impairment" due to drugs or alcohol shall mean a condition in which the employee is unable to properly perform his duties due to the effects of drugs or alcohol in his body. When an employee tests positive for drugs or alcohol, impairment is presumed.

14.3 Prohibitions

Police Officers, Corporals and Sergeants shall be prohibited from:

- A. Consuming or possessing alcohol or illegal drugs at any times during the work day on any of the Village's premises or job sites, including all Village buildings, properties, vehicles and the employees' personal vehicle while engaged in Village business.
- B. Using, selling, purchasing or delivering any illegal drug during the workday or when off duty.
- C. Drinking alcohol within four (4) hours prior to the beginning of a scheduled shift.
- D. Being under the influence of alcohol or prescribed drugs during the course of the workday.
- E. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.
- F. Possessing and/or using medical cannabis on any Village-owned property including but not limited to all buildings, facilities, vehicles, and any and all other public places owned or operated by the Village of Harwood Heights.
- G. Using medical cannabis during work hours;
- H. Possessing medical cannabis in their personal vehicles in any Village parking lot unless the medical cannabis is in a sealed tamper-evident medical cannabis container;
- I. Possessing a Commercial Driver's License ("CDL") and using medical cannabis;
- J. Reporting for work while under the influence of medical cannabis

Notwithstanding the specific prohibitions set forth above, any employee who validly possesses a card allowing for the use of medical cannabis shall still be subject to all other provisions of this policy.

Violations of these prohibitions will result in disciplinary action up to and including discharge in accordance with Section 14.14.

14.4 Requirements

Employees are required to:

- A. Report to their supervisors any known adverse side effects of medication or prescription drugs which they are taking which might have an affect or impact on the performance of their duties.
- B. The Village maintains a drug-free workplace policy. In the event an employee is convicted of any criminal drug statute for a violation occurring in the workplace, said employee shall notify the Village no later than five (5) days after such conviction. Failure to timely notify the Village may result in disciplinary action. By law, if the Village is involved in any federal and/or State contract or grant, the Village shall notify the federal and/or State contracting officer, if any, within ten (10) days after receiving such notice from any employee or otherwise receiving notice of such a conviction, and may impose appropriate discipline within thirty (30) days of receiving such notice; such discipline shall be subject to the grievance procedure.

14.5 The Administration of Tests

- A. Informing Employees Regarding Drug Testing
All current employees will be given a copy of the Drug and Alcohol Testing Policy upon execution of the agreement between the parties. All newly hired employees will be provided with a copy at the start of their employment.
- B. Pre-Employment Screening
Nothing in this Article shall limit or prohibit the Village from requiring applicants for bargaining unit positions to submit to a blood and/or urine specimens to be screened for the presence of drugs and/or alcohol prior to employment.
- C. When A Test May Be Compelled
There shall be no random, across-the-board or routine drug testing of employees, except as provided by Section 14.14 or as is otherwise expressly agreed in writing by the parties.

14.6 Circumstances Under Which Drug and/or Alcohol Testing is Permitted

As set out more fully in the following provisions, the Village shall have the right and duty to require and employee to submit to alcohol and/or drug testing in the following circumstances:

- A. Reasonable Suspicion
 - 1. Defined. "Reasonable suspicion" is defined as a belief based on objective facts sufficient to lead a reasonable prudent person to find

- than an employee is using, or has used, drugs or alcohol in violation of this policy. The suspicion must be drawn from specific, objective facts and reasonable inferences drawn from those facts in light of experience.
2. Factors in Determining. Factors to be considered by supervisory personnel in determining whether a finding of reasonable suspicion is appropriate may include any of the following factors alone or in combination:
- a. Observable phenomena, such as direct observation of drug use and/or physical symptoms or manifestations of being under the influence of drugs.
 - b. Observable phenomenon, such as direct observation of alcohol use, the presence of the odor of alcohol on or about the employee and/or the physical symptoms or manifestations of being under the influence of alcohol;
 - c. Information obtained from a reliable and identifiable source which has been independently corroborated;
 - d. Excessive unexcused absenteeism, tardiness or deterioration in work performance;
 - e. Slurred speech or unsteady walking or movement;
 - f. Illegal possession of drugs or controlled substances of an arrest for violation of a drug statute.
3. When Conducted. When a Supervisor has reasonable suspicion to believe that an employee is impaired due to being under the influence, that Supervisor shall have the Chief of Police or his designee confirm that suspicion prior to any order to submit to drug/alcohol testing. An order to submit to testing shall be in writing and signed by the reporting supervisor and the Chief or his designee. At the time the employee is ordered to submit to testing, the Village shall notify the Union Representative on duty and if none is on duty, the Village shall make a reasonable effort to contact an off duty Union Representative. Refusal of an employee to comply with the order for a drug/alcohol screening will be considered as a refusal of a direct order and will be cause for disciplinary action up to and including discharge.
4. Order to Submit to Testing. At the time an employee is ordered to submit to testing authorized by this Agreement, the Village shall provide the employee with the reasons for the order. A written notice setting forth all of the objective facts and reasonable inferences drawn from the facts which formed the basis of the order to test will be provided within 24 hours following the order. The employee shall be permitted to consult with a representative of the Union at the time the order is given, provided that such a representative is available. No questioning of the employee shall be conducted that is not consistent with the "Peace Officers' Disciplinary Act", 50 ILCS 725/1,

et seq. A refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he/she may have. When testing is ordered, the employee will be removed from duty and placed on leave with pay pending the receipt of the results.

B. Accident Testing

1. Instances when Required Employees involved in a vehicular accident must submit to drug and/or alcohol testing in any of the following instances:
 - a. Where a fatality has occurred;
 - b. Where a citation has been issued to the employee;
 - c. Where any person involved in the accident receives medical attention away from the scene;
 - d. Where any vehicle involved is not drivable and has to be towed from the scene.
 - e. Where there has been damage to a vehicle or other property, which exceeds \$1,000.00.
2. Timing of Test. The employee(s) involved must submit to drug and/or alcohol testing within two (2) hours of the accident.
3. Available for Testing. Any employee who fails to remain readily available for post-accident testing or leaves the scene of an accident without a valid reason or permission by the Chief of Police or his designee will be deemed to have refused to submit to testing.
4. Transportation to Collection Site. The Chief of Police or his designee shall transport or arrange transportation for the employee to be tested to the collection site and, after testing, to such employee(s) home.
5. Following Collection. After submitting to the drug and/or alcohol testing, the employee will be placed on administrative leave with pay pending the results of the test.

C. Return to Duty Testing

Any employee who has completed rehabilitation treatment will be required to submit to and pass drug and/or alcohol testing prior to returning to duty. In addition, such employee will be subject to unannounced follow-up testing or up to twelve (12) months, as provided in Section 14.14.

D. Officer Involved Shooting

Any officer involved in a shooting which results in an injury or death of a person shall be compelled to submit to a drug and alcohol test as soon as practicable but no later than the end of the officer's shift or tour of duty (50 ILCS 727/1-25).

14.7 Compounds Tested for and Levels Measured

A. Drug Testing

If the following compounds, or others identified in the current SAMHSA (Substance Abuse and Mental Health Services Administration) at the levels listed in the Confirmation (IC/MS Test) are found in a sample, such test will be considered a positive drug test.

DRUG NAME	INITIAL DRUG	CONFIRMATION TEST GC/MS
Amphetamines	1000 NG/ML	500 NO/ML
Cocaine	300 NG/ML	150 NG/ML
Marijuana	20 NG/ML	15 NO/ML
Opiates	300 NG/ML	300 NO/ML
Phencyclidine (PCP)	25 NG/ML	25 NG/ML
Benzodiazepines	300 NG/ML	150 NO/ML
Methaqualone	300 NG/ML	150 NG/ML
Barbiturates	300 NO/ML	150 NG/ML
Methadone	300 NG/ML	150 NG/ML
Propozphene	300 NG/ML	150 NG/ML

B. Alcohol Testing

1. An initial result of .019 and below is considered a negative result and the employee is free to return to work.
2. An initial result of .02 - .039 is considered neither negative nor positive and the employee must undergo a confirmatory test as soon as practicable, but not to exceed 30 minutes from the time of the original test. In the event that the employee provides an adequate breath specimen and the confirmatory test registers between .02 - .039, the employee will be considered "under the influence," and will be immediately suspended and subject to disciplinary action. If the test registers .04 or above the test will be considered positive.

14.8 Types of Testing Permitted

The Village may use any of the following methods to test for the presence of drugs and/or alcohol in an employee's system:

- A. Urine Testing
- B. Evidentiary Breath Testing Device (Breathalyzer)
- C. Blood Testing
- D. Saliva Testing
- E. Hair Testing

14.9 Conduct of Tests

The testing authorized by this Agreement shall require the Village to:

- A. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has been or is capable of being accredited by the Substance Abuse and Mental Health Services Administration (SAMHSA).
- B. Ensure that the laboratory or facility selected conforms to all SAMHSA standards, including blind testing.
- C. Use tamper proof containers, have a chain-of-custody procedure, maintain confidentiality and preserve specimens for a minimum of twelve (12) months.
- D. Collect a sufficient sample of the same bodily fluid or material from a police officer to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee.
- E. Collect samples in such a manner as 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 of drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.
- G. Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense, provided the employee notifies the Human Resources Director in writing within seventy-two (72) hours of receiving the results of the tests of the employee's desire to utilize another laboratory or hospital facility.
- H. Alcohol testing results shall be provided by Section 14.7 B of this Article.
- I. Provide each employee tested with a copy of all information and reports received by the Village in connection with the testing and results.
- J. Ensure that no employee is subject to any adverse employment except temporary reassignment with pay or relief from duty with pay during the pendency of any testing procedure. Any such reassignment or relief from duty shall be immediately discontinued in the event of a negative test result, and all records of the testing procedure will be expunged from the employee's personnel files.
- K. Require that the laboratory or hospital facility report to the Village that a blood or urine sample is positive only if both the initial and confirmatory test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Village inconsistent with the understanding expressed herein, the Village shall not use such information in any manner or forum adverse to the employee's interests.
- L. Engage the service of a medical expert experienced in drug testing to design an appropriate questionnaire to be filled out by any employee being tested to provide information of food or medicine or other substance eaten or taken by or administered to the employee which may affect the test

results and to interview the employee in the event of positive test results to determine if there is any innocent explanation for the positive reading.

14.10 Retest of Sample

- A. Any employee who tested positive for drugs shall have the opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing and at the employee's own expense, provided that the laboratory is licensed pursuant to the Illinois Clinical Laboratory Act and that it is accredited by the Substance Abuse and Mental Health Services Administration (SAMHSA) and the employee notifies the Police Chief within forty-eight (48) hours of receiving the results of the tests.
- B. The laboratory that performed the initial test shall deliver the sample to the laboratory of the employee's choice to ensure the integrity of the chain of custody.
- C. Quantitation for a retest is not subject to a specific cutoff level requirement, but must provide data sufficient to confirm the presence of the drug or metabolite. Because some analytes may deteriorate or are lost during storage, detected levels of the drug below the detection limits established by this, but equal or greater than the established sensitivity of the assay must; as technically appropriate, be reported and considered corroborative of the original positive results.
- D. An original copy of the results of the retest conducted by the employee's chosen laboratory shall be delivered to the Chief of Police within ten (10) calendar days from the date the specimen was delivered to the employee's selected laboratory.
- E. If the laboratory chosen by the employee within the time allotted disputes the positive finding(s) of the laboratory used by the Village and such laboratory has used the same testing procedure used by the original laboratory, then no further action shall be taken against the employee.

14.11 Procedure Following Positive Test Result

- A. Upon receipt of notification of a positive test result, the Chief of Police or his/her representative shall notify the affected employee and request that he/she furnish documentation relating to the use of any legally prescribed drug(s) (e.g., prescription bottles bearing prescription numbers, prescribing physician's statement, etc.)
- B. If an investigation reveals that the drugs have been legally prescribed to the employee and that the employee has consumed the drugs at a therapeutic level in accordance with prescription directions, no further action will be taken.
- C. If an investigation reveals that the drugs have not been legally prescribed to the employee, the Chief of Police or his representative shall initiate disciplinary action, up to and including termination of employment.

14.12 Right to Contest

The Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this agreement.

14.13 Voluntary Requests for Assistance

The Village shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem unless the request follows the order to submit to testing or unless the employee is found to be using illegal drugs or under the influence of drugs or alcohol. If the employee is then unfit for duty in his current assignment the Village may authorize sick leave or another assignment if it is available in which the employee is qualified and/or is able to perform. The Village shall make available through its Employee Assistance Program ("EAP") a means by which the employee may obtain referrals and treatment. All such requests shall be confidential. When undergoing treatment and evaluation, employees shall be allowed to use accumulative sick and/or paid leave and/or be placed on unpaid leave pending treatment. Such leave cannot exceed one (1) calendar year.

14.14 Discipline

All discipline in situations involving a positive alcohol test shall be administered as follows:

A. First Positive

In the first instance that an employee tests positive on the confirmatory test for alcohol or is found to be under the influence of alcohol, the employee may be subject to a suspension not to exceed five (5) calendar days. The foregoing limit on suspension is conditioned upon the employee's agreeing to:

1. Undergo appropriate treatment as determined by the physician(s) involved,
2. Discontinue use of alcohol;
3. Complete the course of treatment prescribed, including "after-care" group for a period of up to twelve (12) months;
4. Submit to random testing during working hours during the period of after-care treatment.

Employees who do not agree to or who do not act in accordance with the foregoing, or who test positive a second time for alcohol shall be subject to discipline, up to and including discharge.

B. Second Positive

Employees who test positive on the confirmatory test for alcohol while the employee is undergoing treatment, as provided in A (1) and (3) of Section 15.14, above, shall be subject to discharge provided that the discharge penalty shall be commuted to a suspension not to exceed thirty (30) calendar days if the employee agrees to renew his treatment program as provided in paragraph A of this Section.

C. Any Additional Positive

Employees who test positive on the confirmatory test for alcohol on a second occasion when not undergoing treatment as provided in (1) and (3) of Section 15.14 or on a third occasion at any time shall be subject to discharge without the possibility of mitigation or commutation. The Chief of Police is hereby empowered by contract to impose such a penalty, and neither the Board of Fire and Police Commissioners nor an arbitrator shall have jurisdiction to review, set aside or modify such penalty.

D. Positive Drug Test

In the event that an employee tests positive on the confirmatory test for drugs, the employee will be subject to discipline up to and including discharge.

This Section 14.14 shall in no way limit discipline for other offenses arising out of, related to or aggravated by alcohol or drug abuse, including but not limited to discipline or discharge.

1. Because the employee's condition is such that he is unable to properly perform his duties due to the effects of drugs or alcohol;
2. For selling, purchasing or delivering any illegal drug during the workday or while off duty or for using any illegal drug while on duty;
3. An employee's failure to cooperate in drug and/or alcohol testing (as described in Section 14.15 of this Article);
4. An employee's falsification or attempt to falsify in any way the results of his/her own or any other person's drug and/or alcohol tests;
5. Any employee committing any of the acts prohibited in Section 14.3 herein; or
6. An employee's failure to perform any of the requirements found in Section 14.4 herein.

In cases of misconduct arising out of, related to, or aggravated by alcohol or drug abuse, the discipline imposed shall be based upon the extent, severity, and/or consequences of the misconduct (including whether such misconduct is a violation of public law) or inability to perform (including the risk of damage to public or Police Department life, limb, or property).

14.15 Behavior That Constitutes Refusal to Submit

The following behavior by an employee will constitute a refusal to submit to drug and/or alcohol testing:

- A. Failure to provide sufficient quantities of breath for breath testing;
- B. Failure to provide a urine sample within a reasonable period of time (not to exceed two (2) hours from the time the employee received the notice to submit to testing) even after being provided with ample

- liquids and opportunity unless there are extenuating medical conditions;
- C. Feigning illness when such employee has been informed or when such Employee is anticipating a drug and/or alcohol test;
 - D. Failing to remain readily available for post-accident testing or leaving the scene of an accident with out a valid reason prior to submitting to a drug and/or alcohol test;
 - E. Tampering with a urine test;
 - F. Refusing or failing to complete any step in the drug testing process (e.g., failing to report to the collection site)

14.16 Confidentiality of Test Results

The results of drug and alcohol tests will be disclosed to the person tested, the Chief of Police, the designated representative of the Union, and such other officials as may be mutually agreed to by the parties. Such designations will be made on a need-to-know basis. Test results will not be disclosed externally except where the person contests. Any employee whose drug/alcohol screen is confirmed positive shall have an opportunity at the appropriate state of the disciplinary process to refute said results.

14.17 Insurance Coverage

If treatment is necessary, coverage or lack of coverage will be determined by the employee's individual health plan.

14.18 Testing After An On-duty Shooting

The Village may require any officer involved in an on-duty shooting to submit to alcohol and/or drug testing following such shooting. Testing will be mandatory following a shooting fatality.

1. Timing of Test. The officer(s) involved must submit to drug and/or alcohol testing within two (2) hours of the on-duty shooting.
2. Available for Testing. Any officer who fails to remain readily available for testing following an on-duty shooting without a valid reason or permission by the Investigating Officer will be deemed to have refused to submit to testing.
3. Transportation to Collection Site. The Investigating Officer shall transport or arrange transportation for the officer to be tested to the collection site and, after testing, to such officer's home.
4. Following Collection. After submitting to the drug and/or alcohol testing, the officer will not be allowed to return to work pending the results of the drug test.

14.19 Special Unit Testing

Any officer assigned to a special unit (e.g., detectives, tactical, etc.) will be subject to drug and/or alcohol testing at the Chief of Police's discretion.

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, Department-owned weapons, computers, lights, sirens and other equipment that is in regular use, shall be knowingly assigned to Members covered by this Agreement.

15.2 Light Duty Assignments

Officers, Corporals, or Sergeants, who are injured on duty, may be assigned to light-duty work for the duration of their incapacity. The Chief of Police or his designee shall determine the type, hours and duration of a light-duty assignment. The Village does have the right to set a Light Duty Policy as long as the light-duty assignments do not in any way aggravate, worsen, or otherwise complicate a given Officer's illness or incapacity. Officers on light duty shall continue to receive all benefits as well as current salary.

15.3 Part-Time Police

The Village agrees not to use part-time Officers, auxiliary Police or any other part-time Police Department or Village employees in any manner that replaces full-time Sworn Harwood Heights Police Officers, Corporals and Sergeants.

15.4 No Illegal Quotas

Neither the Village nor the Police Department Administration shall make, codify, or attempt to impose any illegal quotas concerning minimum numbers of arrests or minimum numbers of traffic citations on any Officer or group of Officers covered by this Agreement. Further, any such minimum performance standards or quotas that may have been in effect prior to this agreement, shall be immediately discontinued upon the signing of this Agreement. Nevertheless, the Union and the sworn Police Officers, Corporals, and Sergeants covered by this Agreement are committed to doing everything in their power to make the Village of Harwood Heights as free of criminal activity and as free of traffic problems as is humanly possible.

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 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 negotiate such changes before they are implemented. Any changes made without such notice shall be considered temporary pending the completion of such negotiations. 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 negotiations of such changes if discussion is desired. The failure of the Union to request such negotiations shall in no way act as a waiver of any Union rights, stated or implied.

ARTICLE XVIII – DURATION

This Agreement shall be effective as of the date the Contract is executed by both parties, with Salary Increases going into effect retroactively to May 1, 2017, and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2020, or until a successor Agreement is executed by both parties.

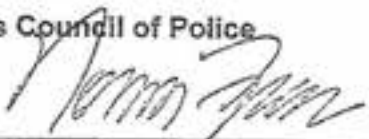
Either party may notify the other in writing no less than sixty (60) days prior to the expiration date of this Agreement that it desires to modify or terminate this Agreement.


In the event that such notice is given, negotiations shall begin not later than fifteen (15) days after such notice is given unless mutually agreed to by the parties. This Agreement shall remain in full force and effect during the period of negotiations or until such time as it is replaced by any subsequent Agreement.

Agreed to, signed and entered into this 13 day of December 2017

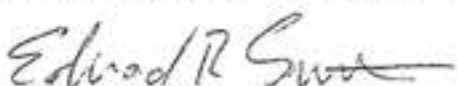
Illinois Council of Police

Village of Harwood Heights


Norm Frese, President


Arlene Jezierny, Mayor


Gregory Hauptman, Chapter President


Ed Smith, Chapter Vice President


Ryan Swartzendruber, Chapter Representative


Jolanta Smith, Chapter Representative

APPENDIX A

	M a l e				F e m a l e			
Age	20-29	30-39	40-49	50-59	20-29	30-39	40-49	50-59
Sit & Reach	16.0 in	15.0 in	13.8 in	12.8 in	18.1 in	17.8 in	16.8 in	16.3 in
Per Minute Sit-up	37	34	28	23	31	24	19	13
Maximum Bench Press (% of total weight)	.98	.87	.79	.70	.58	.52	.49	.43
1.5 Mile Run	13:46	14:31	15:24	16:21	16:21	16:52	17:53	18:44