

AGREEMENT BETWEEN

CITY OF BURBANK

AND

THE ILLINOIS COUNCIL OF POLICE

January 1, 2025 through December 31, 2028

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THIS AGREEMENT entered into by the CITY OF BURBANK, ILLINOIS (hereinafter referred to as the "City" or the "City") and the ILLINOIS COUNCIL OF POLICE (hereinafter referred to as the "UNION" or "ICOPs"), is in recognition of the Union's status as the representative of the City's nonsupervisory sworn police officers and has as its basic purpose the promotion of harmonious relations between the City and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of an entire Agreement covering all rates of pay, hours of work and conditions of employment applicable to bargaining unit employees.

In consideration of the mutual promises and agreements contained in this Agreement, the City and the Union do mutually promise and agree as follows:

ARTICLE I

RECOGNITION

Section 1.1. Recognition.

The City recognizes the Illinois Council of Police has been certified by the Illinois State Labor Relations Board in Case No. S-RC-00-37 as the sole and exclusive collective bargaining representative for all full-time sworn police officers (hereinafter referred to as "officers" or "employees"), but excluding all supervisory officers (this includes all officers of the rank of sergeant and above), all other supervisory and nonsupervisory employees of the Police Department; managerial, and confidential employees within the meaning of the Illinois Public Labor Relations Act (the "Act"); and all other persons excluded from coverage under the Act.

Section 1.2. Probationary Period.

The probationary period shall be 18 months in duration, with no extensions absent mutual consent. Time absent from duty or not served for any reason shall not apply toward satisfaction of the probationary period. During the probationary period, an officer is subject to discipline, including discharge, without cause and with no recourse to the grievance procedure to appeal the discipline imposed.

Section 1.3. Fair Representation.

The Union recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Union.

Section 1.4. Burbank Chapter Officers.

For purposes of this Agreement, the term "Burbank Chapter Officers" shall refer to the duly elected President, Vice-President, Secretary, Sergeant-at-Arms and Treasurer.

Section 1.5. Gender.

Wherever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

Section 1.6. Seniority.

For purposes of benefit accrual, seniority shall be determined as an employee's length of continuous full time service with the City. For all other purposes, shall be defined as an employee's length of continuous full time service as a police officer with the City. Seniority shall not include periods of unpaid leave time except for approved leaves and those covered under Family Medical Leave Act. In cases where there is a tie in seniority, the more senior officer shall be determined by lottery to be conducted by the City and supervised by the Union.

Section 1.7. Part-Time Employees.

The City agrees to use auxiliary and part-time police officers only as permitted under the provisions of 65 ILCS 5/3.1-30-20 and 5/3.1-30-21, respectively.

Should the City decide to implement the use of part-time police officers, as provided for in 65 ILCS 5/3.1-30-21, the officers will only be used to augment the full-time officers in conjunction with various operational, administrative and community policing tasks. Part-time officers will not be used as a permanent replacement for any full-time sworn officer.

Section 1.8. Non-Discrimination.

The City and the Union agree not discriminate against any individual on account of affiliation, membership, or activities with the Union. The City and the Union agree not to discriminate against any individual based upon race, color, religion, age, sex or national origin.

ARTICLE II

UNION SECURITY AND RIGHTS

Section 2.1. Dues Checkoff.

While this Agreement is in effect, the City will deduct from each officer's paycheck once each pay period the uniform, regular monthly Union dues for each employee in the bargaining unit who has filed with the City a voluntary, effective dues authorization card. The City shall remit these deductions (along with those deductions made pursuant to Section 2.2 of this Agreement) to the Union within 30 days of the deductions, along with a list of names indicating from whom the deductions were made and the amounts of the deductions. If there are no changes from the prior list sent by the City, it may elect to merely indicate with the payment that no changes have occurred since the last list was issued.

A Union member desiring to revoke the dues deduction may do so by written notice to the City and the Union at any time during the 30-day period prior to the annual anniversary date of the contract, in each year during the life of the contract.

The actual dues amount deducted, as determined by the Union, shall be uniform in nature for each officer in order to ease the City's burden of administering this provision.

If the officer has no earnings due at the time of any dues deduction, the Union shall be responsible for collection of dues. The Union agrees to refund to the officer any amounts paid to the Union in error on account of this dues deduction provision. The Union may change the fixed uniform dollar amount which will be considered the regular monthly fees once each calendar year during the life of this Agreement. The Union will give the City 30-days notice of any such change in the amount of uniform dues to be deducted.

Section 2.2. Indemnification.

The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article. If the improper deduction is made, the Union shall refund directly to the officer any such amount.

Section 2.3. Union Use of Bulletin Board.

The City will provide bulletin board space for the posting of official Union and Burbank Chapter notices of a non-political, noninflammatory nature. Postings shall be limited to such bulletin board.

Section 2.4. Meeting Attendance.

The City agrees that up to two "Burbank Chapter Officers" shall be permitted reasonable time off without loss of pay or benefits (if working) to attend general, executive or special meetings of the Burbank Chapter or Union, provided that at least 48 hours advance notice is given to the City, and provided further that the Burbank Chapter Officers attending meetings shall be subject to emergency interruption. Such excused attendance shall not exceed more than one time per month and the meeting location must be within one mile of the City of Burbank.

Nothing in this provision shall prevent, however, the City from allowing Burbank Chapter Officers reasonable time off without loss of pay or benefits to attend meetings of the Burbank Chapter or Union with less than 48 hours notice.

Section 2.5. Collective Bargaining Negotiations.

The City agrees to permit one employee of the Union negotiating team to attend with pay any collective bargaining session during the time that such employee is scheduled to work, subject to the City's right to refuse permission, in case of emergency arising on the date of the collective bargaining session.

ARTICLE III

LABOR-MANAGEMENT MEETINGS

Section 3.1. Meeting Request.

The Union and the City agree that in the interest of efficient management and harmonious employee relations, that meetings be held monthly, if requested, between Burbank Chapter representatives or the Union, and responsible administrative representatives of the City. Such meetings may be requested by either party at least 7 days in advance by placing in writing a request to the other for a "labor-management meeting" and expressly providing the agenda for such meeting. Such meetings, times and locations, shall be limited to:

- (1) discussion on the implementation and general administration of this Agreement;
- (2) a sharing of general information of interest to the parties; and
- (3) notifying the Union of changes in conditions of employment contemplated by the City which may affect employees.

Section 3.2. Content.

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

Section 3.3. Attendance.

Attendance at labor-management meetings shall be voluntary on the employee's part and attendance during such meetings shall not be considered time worked for compensation purposes. Normally, 2 persons from each side shall attend these meetings, schedules permitting. Attendance at such meetings shall not interfere with required duty time, and attendance, if during duty time, is permitted only upon prior approval of the employee's supervisor.

ARTICLE IV

MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the City retains all traditional rights to manage and direct the affairs of the City in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, services and missions of the City; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to contract out for goods and services; to determine the methods, means organization and number of personnel

by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders and policies; to fairly evaluate employees; to establish performance standards; to discipline, suspend and discharge non-probationary employees for just cause; to change or eliminate existing methods, equipment or facilities or introduce new ones; to take any and all actions as may be necessary to carry out the mission of the City and the Police Department in the event of civil emergency as may be declared by the Mayor, Police Chief, or their authorized designees. It is the sole discretion of the Mayor to determine that civil emergency conditions exist which may include, but not be limited to, riots, civil disorders, tornado conditions, floods or other catastrophes; and to carry out the mission of the City provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE V

SUBCONTRACTING

The City has no present intention to contract out for police protection services. In the event the City may consider such contracting in the future in order to improve efficiency, reduce costs, or respond to workload changes, the City will provide the Union with notice and opportunity to negotiate prior to any implementation which would lead to a reduction in force of the employees.

ARTICLE VI

HOURS OF WORK AND OVERTIME

Section 6.1. Application of Article.

This Article is intended only as a basis for calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.

Section 6.2. Regular Workweek.

The regular straight time workweek shall be 38.5-hours within the period Sunday through Saturday. Each officer will be allowed to take a paid on-duty 30-minute lunch break each day subject to emergency work duties. If the lunch break is interrupted by emergency work duties, the time spent shall be regarded as work time and the lunch period shall either be rescheduled to a subsequent time or foregone as mutually agreed between the officer and his supervisor. The 15 minutes spent at roll call prior to the start of the shift shall be considered as part of the 38.5-hour work week. The first watch is the watch which starts closest to midnight. The City will make every reasonable effort to minimize the chances of police officers having to work more than 12 consecutive hours.

Section 6.3. Changes in Workweek and Workday.

The shifts workdays and hours to which employees are assigned shall be stated on the monthly departmental work schedule which shall be posted at least 30 days in advance. Should it be necessary in the interest of efficient operations to assign an employee to a different shift or to different workdays or workweek, once the schedule is posted, the City will give at least 48 hours' notice (except for emergencies) of such change to the individuals affected by such change and the Employees will be switched in order of reverse seniority rotating. Employees shall not be changed more than one time per monthly schedule except in emergencies. A change consists of an assignment for any number of days to a different shift and the return to the normal assignment.

Section 6.4. Scheduling and Permanent Shifts.

The City agrees to maintain the same schedule for patrol officers, that being the 5 days on, 3 days off – 5 days on 2 days off schedule that was implemented in a side agreement prior to the execution of this Agreement; however, the City also agrees to implement a permanent shift schedule that permits all officers off of probation to annually bid for their shifts on the basis of seniority. Separate bids shall be made for different assignments, with patrol officers, field training officers, and evidence technicians having separate shift bidding systems, all of which are based upon seniority. The canine handler waives the right to shift bidding.

The shift bidding will occur on an annual basis; for those officers completing probation before January 1st of the year being scheduled. Employees shift bids will be submitted to the Division Chief of the Patrol Division on or before November 1. The Division Chief of the Patrol Division shall post the schedule on or before November 15. For purposes of bidding, the calendar year shall be divided into four quarters: First quarter is January, February, and March; Second quarter is April, May, and June; Third quarter is July, August, and September; and Fourth quarter is October, November, and December. Officers will bid for one of three shifts (morning, afternoon and midnight) in each quarter, but may not bid for the same shift for all 4 quarters. If the City chooses to create another shift, such shift shall not be subject to the shift bidding process. The City agrees that a minimum of 21 patrol officer positions shall be available for bidding, with not less than 6 positions available on the morning shift, not less than 8 available on the afternoon shift and not less than 7 available on the midnight shifts. The City may create other shifts and may allow assignments on those shifts to be bid; provided however that the City is under no obligation to bid those assignments unless it does not provide for 21 biddable positions on the morning, afternoon and midnight shifts.

Temporary reassignments may be made to assign a field training officer to a shift in order to conduct training, in which event the most junior officer on the shift shall be reassigned to accommodate the field training officer.

The City shall have the sole right to determine the number of specialty assignments on each shift. In determining starting times, the City may also provide for an "early and/or late car" system. The City shall make all of these determinations and inform the Union of its determinations on October 15th of each year, so the bidding process may begin. After October 15th, the City shall not change the starting times for the 3 shifts. Each officer then shall submit a bid consisting of the officer's first shift choice for each of the 3 shifts. The Union may participate

in the shift bidding process with the officers for the purpose of coordinating bids prior to the November 1st bid date. Bids shall be received by the City by no later than November 1st of each year, and the City shall post the shift schedule by November 15th of each year. Any officer changing from a specialty position to patrol (or vice versa) during the calendar year may not bid for a shift until the annual bidding process is recommenced.

The parties reserve the right to make changes only if:

- (1) A bona fide error was made in the bidding process and changes need to be made to rectify the error and its impact;
- (2) Two or more officers voluntarily choose to switch their shifts and the City agrees to the changes;
- (3) A bona fide emergency occurs requiring additional changes in the schedule to effectively provide adequate service to the community, provided the officers shall resume their shift choices once the emergency has concluded; and
- (4) An officer is assigned light duty, and under such circumstances, the City may assign the officer to any shift for light duty provided the officer shall resume his/her shift once removed from light duty.

Additionally, in the event an officer suffers a short-term disability, the Chief may assign an officer who was ineligible for bidding to fill the temporary vacancy created due to the disabled officer's absence. Once the disabled officer returns to work, that officer shall resume his original shift and replace the officer who temporarily filled in during his absence.

Section 6.5. Overtime Pay.

All hours worked in excess of 80 within a single payroll period shall be paid at time and one-half regular rate. "Worked hours" include all compensated hours (including paid sick leave when not in excess of 3 days per calendar year), but does not include off-duty court time as defined below or paid sick leave in excess of 3 days per calendar year), but shall include up to 15 minutes per day for pre or post-shift briefing and reporting as required by supervision. For purposes of this Article, "workweeks" are defined as regularly recurring 14-day (336 hours) periods commencing at 2400 hours each Saturday.

The overtime rate (one and one-half times the officer's regular rate of pay) will not apply to Court Time or when the officer is required to stay past the conclusion of the officer's scheduled shift. Notwithstanding the foregoing, any time worked in excess of 80 hours in a pay period will be compensated at time and one half.

The overtime rate of pay will apply for all hours worked due to emergency call-out (i.e. task force, E.T.). Officers subject to emergency call-out will not be paid portal to portal; time will begin to accrue upon arrival at the PD or assignment location. When officers are called in early for emergency manpower reasons they will be compensated at time and one-half for all hours worked in excess of 8.25 hours.

Section 6.6. Compensatory Time.

When the City posts the yearly schedule, it shall also post a deadline, generally 7 days after the schedule is posted, for the filing of requests for the use of compensatory time. All requests received before the deadline shall be treated as being received at the same time and shall be granted by seniority in cases of conflict. After the deadline, requests for use of compensatory time shall be made with at least 3 days notice, unless waived by the City. The City must respond within 72 hours to the request, except that the City need not respond to any request until 8 days after the yearly schedule has been posted. The City is not required to institute a call back in order to grant an officer compensatory time; however, once compensatory time is granted, it cannot be cancelled by either party unless by mutual consent, the exception being in cases of civil unrest or disaster when all officers are assigned to duty. Nothing herein shall obligate the City to minimum staffing of any shift. Compensatory time means time due days. For purposes of scheduling, a personal day shall take preference over compensatory time, and compensatory time shall take preference over a single vacation day. When the City posts the yearly schedule and there is more than minimum staffing for a shift, the City shall allow the use of a personal day provided that such use does not drop the officers scheduled below the minimum staffing for that shift. The provisions of this paragraph shall not be construed to allow bumping once a day off has been approved.

Officers may accrue a maximum of four hundred eighty (480) hours of compensatory time. If an officer has accrued four hundred eighty (480) hours of compensatory time, they shall be ineligible to accrue additional compensatory time until such time as their accrual falls below four hundred eight (480) hours. Compensatory hours submitted that would place an officer above the accrual maximum shall be paid as overtime in accordance with this agreement.

Any officers who have more than four hundred eighty (480) hours of compensatory time accrued as of the execution date of this agreement, will have until the expiration of this agreement to bring their amount of compensatory time at or below the four hundred eighty (480) hours of compensatory time maximum. Officers may do so by utilizing the time in accordance with this agreement or request to be paid out (subject to budgetary approval).

Officers will be allowed to cash in up to 60 hours of accumulated compensatory time, at their full rate of pay, on an annual basis. The officer's request shall be made prior to October 15 and paid on the first payday in November.

Section 6.7. Court Time.

Subject to the provisions of 6.5, Employees who would otherwise be off-duty shall be credited with "hours worked" for all hours spent appearing in court on behalf of the City in the capacity of a commissioned officer or when preparing for an off-duty court appearance when in the presence of a prosecuting attorney, or when appearing in response to a duty related subpoena (except when the employee is a plaintiff in a litigation); employees will be credited with a minimum of 3 hours for all off-duty court time worked outside regularly scheduled hours in a single day or actual time spent, whichever is greater. Employees held over at court during lunch will be compensated for the actual time, less one-half hour, if total actual time spent in court exceeds 3 hours. Such employees must check with a court officer when leaving and when court is completed, provided that a court officer is present. For court appearances outside of the Fifth

Municipal District, employees will be credited with a minimum of 3 hours for all off-duty court time worked outside regularly scheduled hours in a single day or actual time spent plus one hour and 30 minutes traveling time. In the event that an employee is scheduled for duty when his presence in court is no longer required, the employee shall immediately return to duty. Court time shall be paid by separate check on a monthly basis on or before the 10th day of the succeeding month.

Section 6.8. Call-Back Pay.

An employee called back to work after having left work shall receive credit for a minimum of 2 hours (or actual hours worked, whichever is greater), unless the time extends to his regular work shift or unless the individual is called back to, or is ordered to stay after the shift to rectify his own error by a supervisor of the rank of Lieutenant or above.

Section 6.9. Required Overtime.

The City shall have the right to require overtime work and officers may not refuse overtime assignments; provided that no officer shall be ordered (but may volunteer) to work more than 4 hours of overtime immediately before or after the scheduled shift. On the midnight shift, an employee may be assigned to work more than 4 hours of overtime if the City cannot find a replacement after using reasonable efforts to find a replacement. Reasonable efforts means attempting to telephone or otherwise communicate with all employees scheduled to work on the next shift to order one of them to begin work 4 hours early.

Required overtime shall be assigned in reverse order of seniority based upon a separate required overtime list maintained for each shift. Once an employee has been assigned required overtime, his name shall rotate to the bottom of the list such that required overtime is assigned to other employees on the shift using the same method. A new overtime list shall be prepared based upon seniority at the beginning of each quarter.

Section 6.10. Planned Overtime.

In the event it is necessary to fill pre-planned overtime, the supervisor assigned to fill it will follow these guidelines. The supervisor will start at the top of a planned overtime callout list which includes all union members listed by seniority and offer the available overtime to each eligible officer either in person or by telephone contact. (Eligible is defined as meaning an officer from the appropriate division, that is not already scheduled to work the shift when the overtime is being offered, and officers that are not on an unpaid leave or on a paid leave that prohibits the officer from performing their duties). When the supervisor offers the overtime to the eligible officer, the officer will give an answer either agreeing to work or refusing the overtime. The supervisor will work down the list in the same manner until the overtime is filled. If an eligible officer does not answer their telephone, the supervisor will mark the officer on the list as unable to contact. Similarly, if a supervisor leaves a message with a spouse or other person, or on an answering machine or voicemail, he will still mark the officer on the list as unable to contact. In each case the supervisor will continue to work down the list to attempt to fill the available overtime. Should the supervisor be contacted later by one of the officers that had previously been marked as unable to contact, that officer may still agree to work the

overtime, if it has not yet been filled. The telephone number on file with the Department will be used to contact the officer.

Section 6.11. Detail Assignment.

The assignment of secondary details is the responsibility of the bargaining unit and not subject to the grievance procedure. The responsibilities for detail assignments will fall to the union's chapter representative if the union member assigned resigns from the position.

Section 6.12. No Pyramiding.

Compensation shall not be paid (or compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

ARTICLE VII

GRIEVANCE

Section 7.1. Definition.

A "grievance" is defined as a dispute or difference of opinion raised by an employee or the Union against the City involving an alleged violation or misapplication of an express provision of this Agreement except that any dispute or difference of opinion concerning the imposition of discipline involving a suspension of 5 days or less, including written reprimands, shall not be considered a grievance or governed by the grievance procedure. Suspensions of more than 5 days and terminations are subject to the grievance and arbitration procedure in this Article VII.

Section 7.2. Procedure.

A grievance filed against the City shall be processed in the following manner:

STEP 1: Any employee or Union representative who has a grievance shall submit the grievance in writing to the Lieutenant, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than 20 calendar days from the date of the occurrence of the matter giving rise to the grievance or within 20 calendar days after the employee through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The Lieutenant shall render a written response to the grievant within 10 calendar days after the grievance is presented.

STEP 2: If the grievance is not settled at Step 1 and the employee, or the Union if a Union grievance, wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing designated as a "grievance" to the ranking supervisor of the officer's division within 10 calendar days after receipt of the City's answer in Step 1, or within 10 calendar days of the time when such answer would have been due. The

grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The ranking supervisor of the officer's division or his designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within 10 calendar days with the grievant and an authorized Union representative if one is requested by the employee at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the ranking supervisor of the officer's division or designee shall provide a written answer to the grievant, or to the Union if a Union grievance, within 10 calendar days following their meeting.

STEP 3: If the grievance is not settled at Step 2 and the employee, or the Union if a Union grievance, wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted in writing designated as a "grievance" to the Chief of Police within 10 calendar days after receipt of the City's answer in Step 2, or within 10 calendar days of the time when such answer would have been due. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Chief of Police or his designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within 10 calendar days with the grievant and an authorized Union representative if one is requested by the employee at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Chief of Police or designee shall provide a written answer to the grievant, or to the Union if a Union grievance, within 10 calendar days following their meeting.

STEP 4: If the grievance is not settled at Step 3 and the employee, or the Union if a Union grievance, wishes to appeal the grievance to Step 4 of the grievance procedure, it shall be submitted in writing designated as a "grievance" to the Mayor within 10 calendar days after receipt of the City's answer in Step 3, or within 10 calendar days of the time when such answer would have been due. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Mayor or his designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within 10 calendar days with the grievant and an authorized Union representative if one is requested by the employee at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Mayor or designee shall provide a written answer to the grievant, or to the Union if a Union grievance, within 10 calendar days following their meeting.

Section 7.3. Arbitration.

If the grievance is not settled in Step 4 and the Union wishes to appeal the grievance from Step 4 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within 20 calendar days of receipt of the City's written answer as provided to the Union at Step 4:

- (a) The parties shall attempt to agree upon an arbitrator within 20 calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said 20-day period, the parties shall jointly request the Federal Mediation and

Conciliation Service or the American Arbitration Association to submit a panel of 7 arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. The arbitrator shall be selected from the list of 7 by alternate strikes by the City and the Union. The party requesting arbitration shall be the first to strike. The person whose name remains on the list shall be the arbitrator.

- (b) The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and City representatives.
- (c) The City and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The City and the Union retain the right to employ legal counsel.
- (d) The arbitrator shall submit his decision in writing 30 calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (e) More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
- (f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the City and the Union, provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 7.4. Limitations on Authority of Arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at Step 2. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the City under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding upon the City, the Union and the employees covered by this Agreement.

Section 7.5. Time Limit For Filing.

No grievance shall be entertained or processed unless it is submitted at Step 1 within 20 calendar days after the occurrence of the event giving rise to the grievance or within 20 calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance.

If a grievance is not presented by the employee or the Union within the time limits set forth above, it shall be considered "waived" and may not be further pursued by the employee or

the Union. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

Section 7.6. Time Off.

The grievant and one Union representative, or a Union representative if a Union grievance, shall be given paid time off to participate in the Step 2, Step 3 or Step 4 meetings if the meetings are conducted on working time. No other time spent on grievance matters shall be considered time worked for compensation purposes.

ARTICLE VIII

NO STRIKE-NO LOCKOUT

Section 8.1. No Strike.

Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, slowdown, speed-up, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass resignations, mass absenteeism, or picketing (except for the property of the Police Department or City Hall), which in any way results in the interruption or disruption of the operations of the City, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City.

Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 8.2. No Lockout.

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

Section 8.3. Penalty.

The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 8.1 is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 8.4. Judicial Restraint.

Nothing contained herein shall preclude the City or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

ARTICLE IX

HOLIDAYS

Section 9.1. Holidays.

The following are paid holidays for eligible employees:

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Day
Juneteenth	
July 4	
Labor Day	

Section 9.2. Holiday Pay and Work Requirement.

Employees shall work all holidays when scheduled as part of their normal Departmental work schedule. Employees shall be compensated for holidays for an amount equaling 8 hours pay for each holiday in the pay period immediately following such holiday at the pay rate in effect at the time of payment. In the event an employee scheduled to work a holiday, calls in sick or is absent without leave on a holiday, the employee shall not receive holiday pay. Holiday pay shall not be earned while an employee is on a leave of absence. An employee who is required to work on a holiday to replace a scheduled employee, shall be paid a two times his normal rate of pay. This does not include an employee who volunteers to work such holiday.

Section 9.3. Holiday Pay.

An employee shall have his choice of holiday pay compensation by choosing either the "Immediate Holiday Pay" or "Deferred Holiday Pay" prior to January 1st of each calendar year. If an employee does not notify the City, then the employee will be paid Immediate Holiday Pay.

Immediate Holiday Pay: The employee will be compensated for holidays with 8 hours pay for each holiday in the pay period immediately following such holiday at the pay rate in effect at the time of payment.

Deferred Holiday Pay: The employee will be compensated for holidays by being paid a separate check on the first payday in December with 8 hours pay for each holiday at the pay rate in effect at the time of payment.

In the event that an employee scheduled to work a holiday, calls in sick or is absent without leave on a holiday, the employee shall not receive holiday pay. Holiday pay shall not be earned while an employee is on a leave of absence. An employee who is required to work on a holiday to replace a scheduled employee shall be paid at two times his normal rate of pay. This does not include an employee who volunteers to work such holiday.

ARTICLE X

LAYOFF AND RECALL

Section 10.1. Layoff.

The City, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their length of service as provided in 65 ILCS 5/10-2.1-18.

Except in an emergency, no layoff will occur without at least 10 calendar day's notification to the Union. The City agrees to consult the Union, upon request, and afford the Union an opportunity to propose alternatives to the layoff, though such consultation shall not be used to delay the layoff.

Section 10.2. Recall.

Employees who are laid off shall be placed on a recall list for a period of 2 years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training.

Employees who are eligible for recall shall be given 10 calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, provided that the employee must notify the Police Chief or his designee of his intention to return to work within 3 days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Police Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice his name shall be removed from the recall list.

ARTICLE XI

VACATIONS

Section 11.1. Eligibility and Allowances.

All employees shall be eligible for paid vacation time after the completion of one year of continuous full-time employment. Employees shall earn vacation time on a monthly basis, except that employees during the first year of employment shall not earn any vacation until completion of one year of service at which time they will be credited with 10 days of vacation. Any

employee not working at least one year shall not earn any vacation. Vacation time shall be earned monthly based on the following schedule:

1st year	0 days
2nd-4th years	10 days
5th-10th years	15 days
11 th – 15 th years	20 days
16 th – 25 th years	25 days

Employees shall receive one additional day per year, up to a maximum of 30 vacation days, for each year of service after the completion of the 25th year.

For purposes of this Article, the term "working days" equals a regular 8 hour day, and the term "week" means 5 such working days. Employees shall earn vacation time for any month in which they receive compensation for more than 79 hours. Employees who are hired as lateral hires and who have at least 2 years full-time police experience shall begin to accrue vacation immediately upon hiring at the rate of 10 days for the first year and thereafter vacations shall be earned as per the above schedule.

Any employee who was hired as a lateral hire with at least 2 years of full-time police experience on or before the date that this Agreement is executed, and who did not receive any vacation for the first year of hire, shall be awarded with 10 additional vacation days at the rate of 2 days for calendar year 2008, 2009, 2010, 2011 and 2012 so long as he remains an employee.

Section 11.2. Vacation Pay.

The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation.

Section 11.3. Scheduling and Accrual.

Employees shall be awarded vacation time by the City in accordance with City service needs and, if possible, the employee's desires. On or before December 1, the City shall post a schedule of days available for vacation during the upcoming fiscal calendar year. Between December 1, and December 15, the employees on each shift/watch shall then select their vacation preferences of consecutive days in the order of their seniority, with the most senior employee having first choice, the next most senior having second choice, and so on. An employee's first vacation pick cannot exceed the number of days which the employee earns that calendar year. Employees must schedule their vacations in increments of at least one week at a time. If a day has been posted as unavailable for time off an employee may include that day (as long as it is not within a training block) as part of a week-long vacation. The vacation periods requested pursuant to this procedure shall be submitted to the City for approval by December 1 of the prior calendar year. The City shall review the requests and post a vacation schedule on or before December 15th of the prior calendar year. The schedule will be posted in an area in the station where all Patrol Officers will have access to view the schedules. After the vacation schedule has been established, any remaining vacation days shall be taken on first-requested, first-received basis. Requests for a single vacation day must, absent emergency, be submitted at

least 3 full days in advance of the date sought, and such request shall be handled by the City pursuant to Section 6.6 of this Agreement Requests for two or more consecutive days of vacation must be submitted to the Chief of Police or his designee, and can be taken only with his authorization. An employee may bank up to a maximum of 60 vacation days; the City shall pay an employee for any days accrued that would cause an employee to exceed a bank of 60 days. An employee shall only be entitled to use a maximum of 45 vacation days within any calendar year. No vacation days may be taken without prior notice to and approval of the Chief of Police or his designee.

Section 11.4. Employee Emergency.

Where a vacation day is needed for emergency reasons, such as unexpected family illness, the employee will notify the City as soon as possible of such need. If the City is able to arrange suitable coverage for the employee's work, the employee will be given the requested day(s) off as a vacation day(s), provided the employee has the requisite number of approved vacation day(s) available.

Section 11.5. Vacation Credit Accrual.

Vacation credit shall not be accrued during any layoff period nor shall vacation credit be accrued during any unpaid leave of absence.

Section 11.6. City Emergency.

In case of an emergency the Mayor or Police Chief may cancel and reschedule any or all approved vacation leaves in advance of their being taken, and/or recall back any police patrol officer from vacation in progress.

ARTICLE XII

SICK LEAVE

Section 12.1. Purpose.

Sick leave with pay is provided as a benefit in recognition that employees do contract various illness from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or behalf of the employee or fellow employees for them to work while sick.

Section 12.2. Allowance.

Sick leave may be used for non-service connected sickness or disability, or for caring for a seriously ill or injured individual living with the employee and who is in the employee's immediate family (defined as the employee's legal spouse, children, stepchildren, parents, parents of spouse, step-parents, brothers, sisters and relatives living under the same roof as the employee provided that parents and parents of spouse need not live under the same roof as the employee).

Section 12.3. Personal Days.

Employees may use 6 days of their sick leave each year as personal days. The scheduling of personal days is subject to the needs of the department. Personal days may not be scheduled on holidays. Personal days shall be scheduled using the same system as for compensatory time and under the same conditions as provided for in Section 6.6. For purposes of scheduling, a personal day shall take preference over compensatory time.

Section 12.4. Days Earned in Accumulation.

Sick leave shall accrue at the rate of 1 day per calendar month at the rate of 8.25 hours per day. However, officers regularly working 8 hour shifts shall accrue sick leave at the rate of 8 hours per day. Any officer not using any sick leave in a quarter during the calendar year (January 1 through March 31, etc.), shall receive 4 hours of compensatory time which shall be added to their account. Subject to the provisions of 12.8, there is no limit on the accrual of sick leave.

Section 12.5. Notification.

Notification of absence due to sickness shall be given to the City as soon as possible on the first day of such absence and every day thereafter (unless this requirement is modified or waived by the Chief), but no later than 1 hour before the start of the employee's work shift unless it is shown that such notification was impossible. Failure to properly report an illness may be considered as absence without pay and may subject the employee to discipline, as well.

Section 12.6. Medical Examination.

If an employee uses 3 consecutive sick days, prior to an employee's returning to work, the City will require a written certification from a physician or other medical practitioner indicating the nature of the illness and containing a statement that the employee has been examined and is physically able to return to work. If an employee misses work due to the illness of a family member, then the employee may provide a written receipt evidencing the physician or hospital visit.

Section 12.7. Abuse of Sick Leave.

Abuse of sick leave is a serious matter which may subject an employee to discipline. The Union shall join the City in making an effort to correct the abuse of sick leave wherever and whenever it may occur.

Section 12.8. Sick Leave Utilization.

Sick leave shall be used in no less than 1/2 day increments. At the termination of employment, unused sick leave (which is not eligible to be used for the retirement benefit in Section 16.6) shall be bought back by the City at the rate of 60% of the current rate of pay, but not to exceed \$200 per day, up to a maximum of 120 days. The 120 day maximum applies whether the accumulated sick days are bought back by the City, applied towards retirement health insurance, or both.

Section 12.9. Sick Leave Buy Back.

The employee, once each calendar year, may require the City to buy back any amount of unused and accrued sick leave which the employee has accrued in excess of 60 days at the rate of 60% of the current rate of pay, but not to exceed \$200 per day.

Section 12.10 Transfer of Sick Leave.

An employee may transfer 1 or more days of sick leave to be used by another employee who has suffered a serious injury or illness not compensable under worker's compensation and which has required an extended absence from work such that the employee has exhausted all accumulated sick time, compensatory time, and vacation. The rate of pay for the sick leave shall be at the rate of pay of the employee to whom the sick leave was transferred.

ARTICLE XIII

ADDITIONAL LEAVES OF ABSENCE

Section 13.1. Discretionary Leaves.

The City may grant a leave of absence under this Article to any bargaining unit employee where the City determines there is good and sufficient reason. The City shall set the terms and conditions of the leave, including whether or not the leave is to be with pay.

Section 13.2. Application for Leave.

Any request for a leave of absence shall be submitted in writing by the employee to the Police Chief as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by the Mayor and it shall be in writing.

Section 13.3. Military Leave.

Military leave shall be granted in accordance with applicable law.

Section 13.4. Jury or Witness Duty Leave.

Employees covered by this Agreement who are required to serve on a jury shall sign their jury duty checks over to the City. The City shall compensate such employees, at their regular rate of pay, for each regularly scheduled work hour actually spent on jury duty, up to 8 hours per day.

Section 13.5. Funeral Leave.

In the event of death in the immediate family (defined as the employee's legal spouse, children, step-children, son-in-law, daughter-in-law, parents, parents of spouse, step-parents, grandparents, brothers, sisters, step-brother and step-sister), an employee shall be granted 3

consecutive workdays off if the employee attends the funeral. In the event of grandparent of spouse, brother-in-law, or sister-in-law of an employee, the employee shall be granted two workdays off if the employee attends the funeral. An employee shall provide satisfactory evidence of eligibility for this benefit if reasonably requested by the City. The Chief of Police may authorize additional time for special circumstances, which will be chargeable to an employees paid available leave time.

Section 13.6. Leave for Illness or Injury.

- (a) In the event an employee is unable to work by reason of illness, or injury (including those compensable under workers' compensation), the City may grant a leave of absence without pay during which time seniority shall accrue for a maximum of 6 months or for so long as the employee is unable to work, whichever is less, except that for a work-related injury compensable under workers' compensation, an employee shall accrue seniority for the first 12 months of leave.
- (b) To qualify for such leave, the employee must report the illness or injury as soon as the illness or injury is known, and thereafter furnish to the Police Chief or his designee a physician's written statement showing the nature of the illness or injury and the estimated length of time that the employee shall be unable to report for work, together with a written application for such leave. Thereafter, during such leave, the employee shall furnish a current report from the attending doctor periodically, as reasonably requested by the City.
- (c) Before returning from leave of absence for injury or illness, or during any such leave, the employee at the discretion of the City may be required to have a physical examination by a doctor designated by the City at the expense of the City to determine the employee's capacity to perform work assigned. A leave of absence for illness or non-job-related injury will under no circumstances be granted until an employee's entire accrued sick leave is first exhausted.

Section 13.7. Benefits While on Leave.

- (a) Unless otherwise stated in this Article or otherwise required by law, length of service and any right or privilege for which length of service is a factor shall not accrue for an employee who is on an approved non-pay leave status. Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a pay status. Unless otherwise stated in this Article, an employee returning from leave will have his seniority continued after the period of the leave. Upon return the City will place the employee in his or her previous job if the job is vacant; if not vacant, the employee will be placed in the first available opening in his classification.
- (b) If, upon the expiration of a leave of absence, there is no work available for the employee or if the employee could have been laid off according to his seniority except for his leave, he shall go directly on layoff.
- (c) During the approved unpaid leave of absence of more than 30 calendar days or layoff under this Agreement, all fringe benefits will cease, except that the employee shall be

entitled to coverage under applicable group and life insurance plans to the extent provided in such plans, provided the employee makes arrangement for the change and arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the City.

Section 13.8. Non-Employment Elsewhere.

A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Employees who engage in employment elsewhere during such leave granted by Article 13 without written permission of the Chief of Police may immediately be terminated by the City, subject to the Board of Fire and Police Commissioners.

Section 13.9. Light Duty.

Due to the Americans With Disabilities Act and the regulations promulgated thereunder the City may be required to make a reasonable accommodation to the disability of an applicant employee that may be inconsistent with the provisions of this agreement. In such an event, the City shall have the right to make such an accommodation notwithstanding the requirements of this Agreement. The City shall notify the Union thereafter as soon as practicable of such situation on a confidential basis. The City agrees to discuss, but not negotiate with the Union, the impact of its action. Except as required by the ADA, the City is under no obligation to provide light duty. Light duty may include duties not ordinarily performed by the officer, but such duties shall be related to law enforcement.

Section 13.10. Childcare Leave.

Childcare leave shall be granted in compliance with the provisions of the Family Medical Leave Act.

Section 13.11. Educational Leave.

Employees who are covered by the terms of this Agreement and who are attending courses of continued education in accordance with Section 17.5 of this Agreement, shall be afforded the opportunity to voluntarily trade shifts so they may attend their educational courses, provided that the City will not experience overtime costs or scheduling difficulties associated with efforts to assist the employee with the provisions of this Section.

Section 13.12 Family and Medical Leave Act.

Employees shall be covered by the "Family and Medical Leave Act of 1993" as amended, and shall be required to exhaust all accrued but unused paid time off before going on unpaid leave status under this section.

ARTICLE XIV
COMPENSATION

Section 14.1. Wages.

The minimum regular annual straight time salary rates to be paid during the term of the Agreement are set forth on the schedule attached hereto entitled Annual Patrol Officer Compensation as Appendix A.

Section 14.2. Specialization Pay.

Each employee who is assigned to the following positions and has received certifications (if appropriate) shall receive the following annual specialization pay added to the employee's annual base salary.

Specialty	
Detective	\$ 2,500
School Resource Officer	\$ 2,500
Field Training Officer	\$ 2,200
Evidence Technician	\$ 2,200
Range Officer	\$ 1,100
ERT	\$ 1,600
Bike Patrol Officer	\$ 650
Interpreter	\$ 1,200
Canine Handler	\$ 1,200

The canine handler shall receive 30 minutes of comp. time (at 1.5 times the regular rate of pay) on scheduled days off.

An employee may only receive specialization pay in one category, which shall be the higher paying category. The City is not required to maintain any specific number of employees in each category.

Section 14.3. Academic Achievement.

Each employee who has received a college degree with a major in law enforcement, public administration, criminal justice, sociology, psychology or other field where the employee uses that subject matter in police work (as approved by the Chief of Police), from an approved accredited college (not including any college where the majority of classes are conducted over the Internet), shall receive the following annual academic achievement pay, which shall be paid on or before the first payday in July.

Associate	\$ 800
Bachelor	\$ 1,400
Master	\$ 2,000

An employee with a Bachelor, Master or Doctor degree with a major in any field other than described above shall be paid academic achievement for an Associate degree.

Notwithstanding the foregoing, any employee hired after July 1, 2013 shall not be eligible for the academic achievement pay for receiving an Associates degree.

Section 14.4. Longevity

Employees who have completed ten (10) years of service shall be paid an additional one thousand dollars (\$1,000.00) which shall be factored into their base salary rate.

ARTICLE XV

UNIFORM ALLOWANCE

Section 15.1. Uniform Allowance.

The City shall pay annually to all employees (uniformed and non-uniformed), a clothing allowance of \$1,500. Payment shall be made on or before June 1 of each calendar year. A newly hired patrol officer shall receive his initial annual uniform allowance in the year in which he is hired provided he is sworn in as patrol officer prior to August 1 of that calendar year. Otherwise, the patrol officer will receive his initial annual uniform allowance by June 1 of the following calendar year along with other bargaining unit members.

Section 15.2. Uniform Changes.

Unless mutually agreed otherwise between the City and the Council, the City agrees that any major changes to the uniform presently being required by the City will be paid for by the City.

Section 15.3. Replacement of Damaged Clothing.

The City agrees to replace the clothing of any employee damaged as a result of the employee's duties. Such incident shall be documented to the employee's immediate supervisor and such reimbursement shall be limited to \$300 annually, exclusive of any reimbursement to the employee by another source.

ARTICLE XVI

INSURANCE

Section 16.1. Insurance Coverage.

The City shall continue to make available to non-retired employees and their dependents group health, dental, and hospitalization insurance and \$25,000 life insurance coverage and benefits as existed prior to the signing of this Agreement with the following exceptions:

- (a) Changes required by State or Federal law;
- (b) Changes unilaterally implemented by the insurance carrier for the same class of policies as the City's;
- (c) HMO physician office visit/specialist office visit/emergency room co-payment shall be \$30/\$50/\$150 effective 1/1/25;
- (d) PPO physician office visit/specialist office visit/emergency room co-payment shall be \$25/\$50/\$150 effective 1/1/25;
- (e) PPO Deductible Employee/Employee + 1/Family shall be \$600/\$1,200/\$1,800 in network and \$1,600/\$2,400 out of network effective 1/1/25;
- (f) PPO out-of-pocket maximum Employee/Employee + 1/Family shall be \$2,000/\$4,000/\$6,000 in network and \$4,000/\$8,000/\$12,000 out of network effective 1/1/25;
- (g) PPO/HMO prescription co-pay shall be \$20 generic/\$40 formulary/\$65 non-formulary effective 1/1/25;
- (h) HMO in patient hospital care for the first 5 days only shall be \$250/day effective 1/1/25.

The City reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially the same. If the City intends to change coverage or the officer's premium contribution then collective bargaining shall be reopened for the purpose of negotiating such change. The parties also agree to reopen negotiations if the level of coverage triggers the "Cadillac tax" under the provisions of the Affordable Care Act.

Section 16.2. Payment of Premium.

The City shall pay 78% of the premium and the employee shall pay 22% of the premium for PPO coverage. The City shall pay 95% of the premium for HMO single coverage, 92.5% of the premium for HMO single plus one coverage, and 90% of the premium for HMO family coverage.

Section 16.3. Insurance Committee.

The City shall establish a committee on health and medical insurance coverage for all City employees for the purpose of achieving good medical coverage at a reasonable cost for all employees of the City. This committee, at a minimum, shall consist of one representative of any collective bargaining agent for any City employees, one representative of employees not represented by a collective bargaining agent, and one or more representatives of management of the City. This committee is advisory only and may not take any binding action.

Recommendations of this committee may be rejected by the City for any reason, and no such rejection shall be grievable.

Section 16.4. IRC 125 Flexible Benefit Plan.

If allowed by law, the City will implement an IRC 125 flexible benefit plan which will allow pretax deductions by employees for the purpose of paying their portion of the health insurance premium.

Section 16.5. Surviving Spouse Insurance Coverage.

The City shall bear the cost of insurance premiums for the surviving spouse/dependents of an employee killed in the line of duty for 10 years immediately following the death of an employee or until the spouse remarries. Should the spouse be employed with insurance coverage, the City shall pay whatever share the spouse is required to pay for his/her employer-provided insurance up to the amount equal to the cost for City-provided insurance.

Section 16.6. Retirement Benefit.

An employee who retires with 20 or more years of service shall have the option, which must be exercised not later than 30 days after retirement, to convert accrued benefits (sick time, vacation time and compensatory time) into a health insurance benefit. If the qualified employee elects this option, the City shall establish a retirement health insurance (cash) bank of the employee's accrued benefits, based upon the employee's rate of pay at the time of retirement. The City shall deduct (from the employee's retirement health insurance bank) the initial retirement health insurance premium based upon the current monthly rate ("base year premium monthly rate"). Subsequent years' coverage shall also be deducted from the employee's retirement health insurance bank until it is exhausted. However, the City agrees to pay 50% of any increase in the base year's premium monthly rate, with the remaining portion of the premium increase being deducted from the employee's retirement health insurance bank. The health insurance benefit must be used by the employee within 15 years of retirement. However, the employee agrees to contribute the difference between the monthly insurance rate determined at the time of retirement and the monthly rate paid by the City for years 11 through 15. Once enrolled, the retired employee may opt out of the retirement health insurance benefit, but will not be allowed to reenroll. The employee shall be entitled to a refund of the remaining portion of his retirement health insurance bank, but any refund of the proportionate share of his accrued benefits attributable to sick days shall be paid at the rate provided for in Section 12.8.

Section 16.7. Benefit Plan.

The City agrees to cooperate with the Union in the implementation of a VEBA plan or VEMA plan, provided that the Union (or an agent acceptable to the Union) is the plan administrator and there is no additional cost to the City. Police employees who are not members of the Union may participate on the same basis in the same plan as members of the Union. Commencing in January 2009, and in January of each year thereafter, the City agrees to contribute \$125 per year to each employee's account. Within 30 days after the VEBA or VEMA plan is established, the City agrees to contribute \$150 to each employee's account.

The City agrees to implement a system approved by the Union and the employees which would permit unused sick days and compensatory time to be contributed to each employee's account at the end of each fiscal year provided that such system complies with the IRS guidelines and provided that the number of days to be contributed shall not exceed 15 days per calendar year.

The City and the Union agree to work together to implement the provisions of this paragraph realizing that IRS regulations have not fully been promulgated.

ARTICLE XVII

MISCELLANEOUS BENEFITS

Section 17.1. Bill of Rights.

The City recognizes that the Union shall have the right to represent its employees to the extent required by law. It is further agreed that the Law Enforcement Officers Bill of Rights (50 ILCS 725/1, *et. seq.*) is incorporated herein by reference but alleged violations of the Bill of Rights shall not be grievable.

Section 17.2. Union Representative Access.

Authorized representatives of the Union shall be permitted to visit the Department at reasonable times and to a reasonable extent during work hours for the purpose of discussing with individual employees matters covered by this Agreement; provided, such visits and discussions shall not disrupt department work or require additional work time by employees and provided further that the Chief or his designee shall be advised in advance of all proposed such visits, and may disallow same if contrary to the foregoing restrictions.

Section 17.3. Repair/Replacement of Personal Property.

The City shall bear the reasonable cost of repair or replacement of prescription eyeglasses, contact lenses or wristwatch, belonging to an officer, to the extent of damage to same resulting from physical attack by another person, or necessary physical force, occurring in the line of duty. Any incident resulting in such damage shall be fully documented and immediately reported to the immediate supervisor as a condition to reimbursement. Replacement value of contact lenses or wristwatch shall not exceed \$150. Replacement value of eyeglasses shall not exceed \$200. In the event that any restitution is made, the City shall be subrogated for the amounts fully paid to the employee under this Section.

Section 17.4. Extraordinary Disease Exposure Inoculations.

The City shall bear the reasonable cost of inoculation or immunization shots provided to an employee, or an employee's family, when deemed by competent medical authority to be necessary as the result of the employee's significant exposure in the line of duty to dangerous contagious diseases (excludes exposure to common "household" diseases such as colds, the flu, and the like).

Section 17.5. Tuition Reimbursement.

In order to encourage the educational and academic background of the employees, the City shall reimburse the employee for tuition paid to attend college courses while pursuing a master's degree in law enforcement, public administration, criminal justice, sociology, psychology or other field where the employee uses that subject matter in police work (as approved by the Chief of Police). Each college and course must receive prior approval of the Chief of Police and must be at an academic institution which requires actual student presence with a teacher during a specified time of the course.

Starting January 1, 2013, the City will only reimburse each officer for a maximum of 30 hours of undergraduate or graduate level (combined total) course work over the course of the officer's tenure with the City of Burbank. All officers start with a zero hours balance in their banks on January 1, 2013 and any tuition reimbursement received prior to that date will not apply towards the 30 credit hour reimbursement limit.

Officers eligible for grants, scholarships or Veterans benefits for tuition reimbursement will exhaust those options prior to requesting tuition reimbursement from the City. The City agrees to reimburse up to \$200 per class for miscellaneous books and fees (paid receipts required) for Veterans whose tuition is covered by government benefits or officers whose tuition is covered by grants or scholarships. Pyramiding will not be permitted (i.e., collecting reimbursement from the City and any other source for the same credits, fees, books, tuition, or expenses).

Officers seeking reimbursement from the City must provide a list of classes (and the cost) that they intend to enroll in no later than December 1st of the preceding year for budget preparation purposes.

Probationary Officers are not eligible for tuition reimbursement.

Officers enrolled in a Bachelor or Masters program prior to the execution of this agreement will be allowed to complete that degree program under the previous tuition reimbursement rules (CBA 2008-2012). The 30 credit hour allowance (bank) will still apply concurrently to any classes enrolled in after January 1, 2013.

Tuition for more than one Masters degree, PHD, JD or any other post Masters degree credits will not be reimbursed by the City.

The amount of the hourly rate of reimbursement for tuition may not exceed the then current hourly rate of tuition charged at the University of Illinois Chicago Circle Campus. Tuition shall be reimbursed to the employee upon satisfactory completion of the course in accordance with the following schedule:

Grade of A+, A or A-	100%
Grade of B+, B or B-	75%
Grade of C+ or C	50%

Section 17.6. File Inspection.

Each employee shall be permitted to inspect his personnel file within 5 calendar days after written request is made. The City agrees to provide one complete copy of materials available for inspection, to any employee so requesting, at no charge to the employee. The right of inspection does not apply to:

- (a) Letters of reference for that employee.
- (b) Any portion of a test document, except that the employee may see a cumulative total test score for either a Section of or the entire test document.
- (c) Materials used by the City for management planning, including but not limited to judgments, external peer review documents or recommendations concerning future salary increases and other wage treatments, management bonus plans, promotions and job assignments or other comments or ratings used for the City's planning purposes.
- (d) Information of a personal nature about a person other than the employee if disclosure of the information would constitute a clearly unwarranted invasion of the other person's privacy.
- (e) Records relevant to any other pending claim between the City and employee which may be discovered in a judicial proceeding.
- (f) Investigatory or security records maintained by an City to investigate criminal conduct by an employee or other activity by the employee which could reasonably be expected to harm the City's property, operations, or business or could by the employee's activity cause the City financial liability, unless and until the City takes adverse personnel action based on information in such records.

The City agrees to abide by the Review of Personnel Records Act (820 ILCS 40/1), as amended.

Section 17.7. Disability Benefits.

In the event that an employee suffers a disability because of an injury in the line of duty, the employee is advised of his rights under the Workers' Compensation Act (820 ILCS 305/1, *et seq.*), and under the Illinois Pension Code (40 ILCS 5/3-101, *et seq.*). In the event that an employee suffers a disability because of an injury not in the line of duty, the employee is advised of his rights under the Illinois Pension Code (40 ILCS 5/3-101, *et seq.*).

Section 17.8. Indemnification.

The City agrees to indemnify an employee against any judgment, claim or action arising out of the employee's performance of his duties as a police officer. The City shall provide mandatory procedural guidelines to be followed by the employee claiming indemnification. Under no circumstances will an employee be entitled to indemnification where, as a result of his conduct, he has been found guilty of a misdemeanor or felony (excluding any petty offense, business offense or absolute liability offense).

Section 17.9. Personal Assets.

No employee shall be required or requested to disclose any item of his property (except firearms), income, assets, source of income or assets, debts or personal or domestic expenditures (including those of any member of his family or household) unless such information is necessary in an internal investigation with regards to the employee's assets, or in order to comply with the provisions of Outside Employment (Article 21) of this Agreement.

Section 17.10. Release of Information.

The City agrees that personal information of an employee (including but not limited to photographs, home address, social security number and home telephone number) shall not be released to the public or news media. Publicity photographs may be released upon approval of a Burbank Chapter Officer. Photographs of employees without identifying names may be shown to persons filling written complaints in order to determine the identity of an employee. Nothing herein shall restrict the release of information as required under the Freedom of Information Act or to other authorized law enforcement agencies.

Section 17.11. Testimony.

The City shall not compel an employee under investigation to speak to, testify before, or be questioned by any civilian review board EXCLUDING the City of Burbank Board of Fire and Police Commissioners. In the event that the City chooses to implement a civilian review board, it agrees to notify the Union and will meet and bargain over such change, subject to the impasse resolution procedure set forth in the Illinois Public Labor Relation Act, as amended.

Section 17.12. Delegates.

Up to a maximum of 2 employees chosen as delegates to attend a Union seminar or meeting shall be allowed use of their available time off options to attend any such seminar or meeting, providing that the City shall not occasion overtime costs associated with meeting such request.

Section 17.13. Defective Equipment.

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

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

Section 17.14. Maintenance of Vehicles.

Employees shall not be required to mechanically maintain or inspect the fluids of any vehicle assigned to them by the City. If an officer notices that a vehicle fluid needs to be refilled, i.e. windshield washer fluid, the officer will refill the fluid as needed. Officers shall inspect all equipment, emergency and non-emergency, assigned to their assigned vehicle to insure that the equipment is available and in working order. Officers will promptly report any damage to their assigned vehicle on the Department's vehicle maintenance form.

Section 17.15. Residency.

The current City policy regarding residency, which was in effect on January 1, 1991, will continue in effect during the term of this Agreement. If the City chooses to change its residency policy, it agrees to notify the Union and bargain over such change. Pursuant to § 14(p), it is agreed that impasses in residency bargaining will be resolved in interest arbitration, using the procedure set forth in the 7, as amended.

Section 17.16 Training and Uniform Reimbursement

All new employees shall sign an agreement which provides that if the employee resigns twelve months or before his date of hire will reimburse the City for 100% of the training expenses for the academy plus the cost of the uniform. If the employee resigns after twelve months but prior to the expiration of the 18-month probationary period, he must reimburse 75% of the training expenses and uniform. A copy of the agreement is attached as Appendix B.

ARTICLE XVIII

MAINTENANCE OF ECONOMIC BENEFITS

All economic benefits which are not set forth in this Agreement and are currently in effect shall continue and remain in effect until such time as the City shall notify the Union of its intention to change them. Upon such notification, and if requested by the Union, the City shall meet and discuss such change before it is finally implemented by the City. Any change made without such notice shall be considered temporary pending the completion of such meet and confer discussions. If the Union becomes aware of such a change and has not received notification, the Union must notify the City as soon as possible and request discussions if such discussions are desired. The failure of the Union to request discussions shall act as a waiver of the right to such discussions by the Union.

ARTICLE XIX

IMPASSE RESOLUTION

Upon the expiration of this Agreement, the remedies for the resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended.

ARTICLE XX

BOARD OF FIRE AND POLICE COMMISSIONERS

The parties recognize that the Board of Fire and Police Commissioners of the City of Burbank has certain disciplinary authority over employees covered by this Agreement for suspensions of 5 days or less.

ARTICLE XXI

OUTSIDE EMPLOYMENT

No employee of the City shall be employed in any other business, position or occupation that interferes in any way with his City position or the full and proper performance of his duties.

No officer shall undertake or continue to engage in outside employment until and unless he has given notice to the Chief as to the hours to be worked and the schedule of such hours, and has provided a telephone number where he may be reached.

No officer shall be permitted to engage in outside employment in a tavern, bar or other business which is primarily devoted to the sale of alcoholic beverages for consumption on the premises. This prohibition shall not apply to any premises such as a restaurant, special event or banquet hall which is primarily devoted to the sale of food and where alcoholic beverages are served in connection therewith.

ARTICLE XXII

EMPLOYEE DRUG AND ALCOHOL TESTING

The City has implemented a drug and alcohol testing program which includes reasonable suspicion testing, post-accident testing, random testing, and return to work testing in the form attached hereto as Appendix C.

ARTICLE XXIII

SAVINGS CLAUSE

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any Board, Agency or Court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified in the Board, Agency or Court decision; and upon issuance of such a decision, the City and the Union agree to immediately begin negotiations on a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XXIV

ENTIRE AGREEMENT

This Agreement constitutes the complete and entire Agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and Agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in the Agreement, it may be changed by the City as provided in the Management Rights clause, Article IV.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understandings and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Council, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject referred to, or covered in this Agreement, or with respect to the impact or effects upon employees of the City's exercise of its rights under this Agreement, except as to the impact and effect of matters not contemplated or not foreseen by the City and the Union from changes not within the control of either of them.

ARTICLE XXV

DURATION

Section 25.1. Term of Agreement.

This Agreement shall be effective January 1, 2025 and shall remain in full force and effect until December 31, 2028. It shall continue in effect year to year thereafter unless either party shall notify the other in writing at least 70 days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than 60 days prior to the anniversary date.

Section 25.2. Continuing Effect.

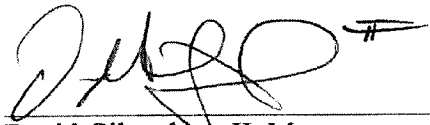
Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date while negotiations or resolution of impasse procedures are continuing for a new Agreement or part thereof between the parties.

Section 25.3. Retroactivity.

The provisions of this Agreement, to the extent practicable, are retroactive to January 1, 2025. All wage rates are retroactive to January 1, 2025 for employees employed by the City on the date that this Agreement is executed or will have retired since the expiration of the preceding agreement and are receiving a police pension.


In witness hereof, the parties hereto have affixed their signatures this 2nd day of December, 2025.

FOR THE CITY:



David Gilgenberg II, Mayor

FOR THE UNION:



President, Alexander M. Dunn

ATTEST



Jason Pyle, City Clerk



Appendix A

**CITY OF BURBANK
ANNUAL PATROL OFFICERS' COMPENSATION**

Years of Service	Current	1/1/25-12/31/25 4.0%	1/1/26-12/31/26 3.75%	1/1/27-12/31/27 3.5%	1/1/28-1/31/28 3.5%
1 st Year	\$68,831.25	\$74,000.00*	\$76,775.00	\$79,462.13	\$82,243.30
2 nd Year	\$78,273.74	\$81,404.69	\$84,457.37	\$87,413.37	\$90,472.83
3 rd Year	\$84,178.75	\$87,545.90	\$90,828.87	\$94,007.88	\$97,298.15
4 th Year	\$91,969.50	\$95,648.28	\$99,235.09	\$102,708.32	\$106,303.11
5 th Year	\$95,444.51	\$99,262.29	\$102,984.63	\$106,589.08	\$110,319.69
6 th Year	\$104,545.18	\$108,726.99	\$112,804.25	\$117,000.00**	\$121,095.00
10 th Year ((\$1,000.00 factored into base wages)		\$109,729.99	\$113,804.25	\$118,000.00	\$122,095.00

*Increase greater than 4.0% to enhance recruitment.

**Increase greater than 3.50% to enhance retention.

APPENDIX B

**CITY OF BURBANK POLICE DEPARTMENT PRE-EMPLOYMENT
PROBATIONARY PERIOD REIMBURSEMENT AGREEMENT**

This Agreement is entered into on _____ (date) between _____
(hereinafter "Candidate") and the City of Burbank, Illinois (hereinafter "City").

WHEREAS, the Candidate has expressed interest in becoming a police officer in the City of Burbank Police Department ("Police Department"); and

WHEREAS, the Candidate understands that, should he/she be hired by the Police Department, the City may incur various expenses related to training the Candidate at a police training school and/or providing the Candidate with necessary uniforms; and

WHEREAS, in the event that the Candidate is hired by the Police Department, the City is willing to assume the various expenses associated with the Candidate's training and uniform, provided the Candidate remains employed by the Police Department for at least eighteen (18) months after the date of hire;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Candidate and the City do freely and voluntarily enter into the following Agreement.

SECTION 1

The recitals stated above are incorporated herein as part of this Agreement.

SECTION 2

The City agrees:

- A. to consider the Candidate for employment as a police officer with the Police Department;
- B. to provide the candidate with initial uniforms if hired by the Police Department; and
- C. to provide such training and instruction as the City, in its sole discretion, deems appropriate.

SECTION 3

The Candidate agrees that, if he/she is offered and accepts a position as a police officer with the Police Department, he/she will remain employed in such position for a minimum of eighteen (18) months. If the Candidate does not remain in the employment of the City as a police officer for at least eighteen (18) months from the date of hire, the Candidate will reimburse the City for expenses incurred by the City related to the Candidate's uniform and training at a police training school according to the following schedule:

- A. If the Candidate separates from the Police Department less than twelve (12) months after the date of hire, the Candidate will reimburse the City for 100% of the costs the City incurred related to the Candidate's uniform and training.
- B. If the Candidate separates from the Police Department less than eighteen (18) months, but more than twelve (12) months after the date of hire, the Candidate will reimburse the City for 75% of the costs the City incurred related to the Candidate's uniform and training.

SECTION 4

This Agreement shall terminate after the completion of eighteen (18) months from the date of hire.

SECTION 5

The City and the Police Department do not, by this Agreement, waive any rights, privileges, or prerogatives they possess pursuant to the Collective Bargaining Agreement between the City and ICOPs, now in effect or as may be altered or modified in the future.

SECTION 6

The Candidate agrees that, should it become necessary for the City to file suit in order to collect reimburse under this Agreement, the Candidate will pay all costs of said lawsuit, including reasonable attorney's fees and all interest allowed at the legal rate on the amount which is owed.

SECTION 7

The Candidate acknowledges that he/she has examined, read, and understands this Agreement, and that he/she has the right to consult an attorney prior to entering this Agreement.

SECTION 8

The invalidity of any portion of this Agreement shall not affect the validity of any other portion. In the event that any portion of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid portion.

Candidate's Printed Name

Candidate's Signature

City of Burbank Police
Department Representative

APPENDIX C

DRUG AND ALCOHOL ABUSE POLICY AND TESTING PROCEDURES FOR CITY OF BURBANK POLICE DEPARTMENT EMPLOYEES

INTRODUCTION

The objective of the City of Burbank ("City") is to preserve the public health, safety and welfare. This mission is fundamentally compromised when employees of the Police Department engage in the use of illegal drugs or abuse legal drugs. Drug abuse by employees jeopardizes the public's health, safety and welfare. Drug abuse can cause irreparable harm to and endanger the lives of the employee, the public, and other City employees.

In the interests of establishing an efficient Police Department operation, the City has adopted this policy which shall be applicable to all full-time employees of the City of Burbank Police Department, regardless of rank. The City is committed to making drug testing an integral part of its effort to build and maintain an effective Police Department. Full compliance with this policy is a condition of continued employment with the City. Violation of any provision of this policy is cause for discharge. Because drug/alcohol testing procedures may change or improve, the City may provide for testing procedures other than those specifically provided herein, provided that such procedures are recognized as accurate.

I. DRUG/ALCOHOL TESTING CATEGORIES

The City will conduct drug/alcohol testing in four different categories: (1) reasonable suspicion testing; (2) post-accident testing; (3) random testing; and (4) return to work testing.

A. REASONABLE SUSPICION TESTING.

An on-duty Police Department employee will be required to submit to a drug/alcohol test if reasonable suspicion exists that the employee may be under the influence of drugs/alcohol. "On duty" means the time when an employee begins work until the time when the employee is relieved from all responsibility for performing work.

Reasonable suspicion testing may be based upon:

1. Observable phenomena, such as direct observation of on-duty drug/alcohol use, possession of drugs/alcohol, or physical or behavioral symptoms of being under the influence of drugs/alcohol while on duty;
2. Information regarding employee drug/alcohol use which is either provided by reliable and credible sources, or independently corroborated by reliable and credible sources;
3. The employee's arrest or conviction for a recent drug/alcohol-related offense; or the identification by a law enforcement agency of the employee as the focus of a current criminal investigation into illegal drug possession, use, or trafficking; or

4. Newly discovered evidence that the employee has tampered with a previous drug/alcohol test

With respect to reasonable suspicion based on observable phenomena, the reasonable suspicion determination will be made by City personnel who have been trained to detect or have experience in the detection of symptoms of drug/alcohol use.

The procedure for establishing reasonable suspicion based on observable phenomena will be as follows. The supervisor who observes the employee will complete a written report detailing the basis for the supervisor's belief that the employee may be using drugs/alcohol. The report should include the dates and times of observations, reliable/credible sources of information and any additional relevant information. The supervisor must send the report to the Police Chief within 24 hours of the latest observed conduct. The Police Chief will determine whether reasonable suspicion exists. If the Police Chief determines that reasonable suspicion exists, the employee will be tested within two hours, or as reasonably practicable thereafter, after the determination is made. If the employee does not make himself available for testing during that period, the employee will be deemed to have refused to test and will be subject to disciplinary action.

B. POST-ACCIDENT TESTING.

An employee involved in an on-duty accident will be subject to drug/alcohol testing if reasonable suspicion exists that the employee's conduct was a factor in the accident, and the accident results in:

1. A death or a personal injury requiring transportation of any person by ambulance to a hospital for possible medical treatment, or
2. Property damage in excess of \$500, such determination to be made by the employee's supervisor in consultation with automobile repair personnel, if necessary.
3. An injury to the employee requiring completion of a worker's compensation report.

The employee is responsible for reporting such an accident to his supervisor and making arrangements with the supervisor for the submission of a urine specimen within two hours after the accident. An employee who is seriously injured and cannot provide a specimen at the time of the accident must, as soon as possible thereafter, provide the necessary authorization for obtaining medical reports or other documents that would indicate whether or not there were illegal drugs/alcohol in his system.

The failure or refusal of an employee to report an accident or submit to a post-accident drug test will be treated as a refusal to test and will subject the employee to disciplinary action.

C. RANDOM TESTING.

Police Department employees covered by this agreement will be subject to random testing. Random testing will be conducted such that the number of random drug tests in a month will be one. The actual selection of employees to be tested will be made through a random method

determined by the City. Selection of the employees shall occur on a monthly basis at a date and time determined by the City. Once an employee has been tested twice in a calendar year, his name shall be removed from the selection list and shall not be randomly tested again during that calendar year. An employee who is scheduled for vacation the day after the selection shall not be placed on the selection list. The employees chosen for random testing will be notified at work or at their residential telephone number that they have on file with the Police Department and tested on the date of selection if at work on that day or at the beginning of their next regular scheduled work day, unless ordered to test sooner. If an employee fails to report for testing as required, the employee will be deemed to have refused to test and will be subject to disciplinary action. Random testing may also include alcohol testing at the direction of the City. If an employee is ordered to test while off duty, then the employee shall be compensated for the time spent in travel and for the testing.

D. RETURN TO WORK TESTING.

An employee who returns to work after an absence of 30 days or more (except for vacation) will be required to submit to a drug test before being allowed to resume working. Refusal to submit to the test will be treated as a refusal to test and will subject the employee to disciplinary action.

II. TESTING PROCEDURES-DRUGS

A. TESTED SUBSTANCES.

The City will test employees for one or more of the following substances:

1. Amphetamines
2. Cocaine
3. Cannabinoids
4. Opiates
5. Phencyclidine
6. Barbiturates
7. Methadone
8. Methaqualone
9. Propoxyphene
10. Benzodiazepines

B. SPECIMEN COLLECTION PROCEDURES.

Specimen collection will be performed by the trained personnel designated by the City. If an employee is to be tested, the following procedures will be adhered to:

1. Employees will proceed to the testing station with an authorization form and will be accompanied by a supervisor or City designee.
2. The employee will sign a consent for drug and/or alcohol testing. If the employee refuses to sign the form, he will be subject to disciplinary action.

3. The employee will provide a record of medication use over the past two weeks to the testing agency for documentation. Employees must present actual prescription or note from treating physician, dentist, etc. to verify legitimacy of medication usage.
4. The testing agency will complete a drug testing custody and control form which will be used to document the specimen collection and will be sent with the specimen to the laboratory.
5. The specimen will be collected by trained personnel using the following procedure:
 - a. A staff person will accompany the employee to the restroom and instruct the employee as to the requirements for specimen collection, i.e. 60 cc of urine to be obtained; department designated lab kit will be used.
 - b. NIDA (or other recognized) guidelines will be utilized in specimen collection:
 - (1) staff will witness employee washing hands,
 - (2) employee will not be allowed to bring personal belongings into restroom.
 - (3) toilet water will be dyed,
 - (4) no access to water will be available, and
 - (5) no soap or chemical substances will be accessible.
 - c. A testing agency staff member will wait in immediate area until patient produces a specimen.
 - d. The collector will inspect the specimen for volume, temperature, color, pH, concentration factor and any signs of contamination.
6. The employee will be required to execute a release of information authorizing the testing agency to disclose the test results to the Police Chief.
7. If the employee cannot provide a sufficient volume of urine, he shall remain at the collection site and be provided with fluids to drink. Failure to produce a specimen adequate for testing within 3 hours after reporting to the testing site will be deemed a positive test. If the employee refuses to cooperate with the collection process, the employee shall be subject to disciplinary action for refusal to take the test.
8. An employee is insured of individual privacy when providing a urine specimen except in the following circumstances:
 - a. The employee presents a specimen which is outside the accepted temperature range, the body temperature varies by more than 1 degree from the specimen temperature, or the specimen has a pH factor that is outside of the normal range.
 - b. The collector observes conduct indicating an attempt to adulterate or substitute a specimen.
 - c. The employee's last specimen was adulterated.

- d. The employee had a previous verified positive specimen.

C. LABORATORY OPERATIONS.

The initial drug screening using DAU/EMIT methodology (or other medically acceptable methodology) will be performed by trained laboratory personnel. If a specimen tests positive, the specimen will be sent to a laboratory certified by the U.S. Department of Health and Human Services for confirmatory testing.

D. REPORTING OF RESULTS.

All results will be reported to the Police Chief.

An employee whose test result is positive will be provided with an opportunity to discuss the test result with the Police Chief. An employee may provide the Police Chief with relevant medical records that may explain a positive test result.

If the employee refuses to discuss the test result with the Police Chief, the test will be reported as a positive test to the City. If the employee can provide the Police Chief with a legitimate medical explanation for the positive result, the test result will be reported as negative to the City.

The employee may request, through the Police Chief, a reanalysis (retest) of his specimen. The reanalysis will be of the original specimen, not of another specimen subsequently collected. Any retesting will be at the employee's expense and must be performed at a laboratory certified by the U.S. Department of Health and Human Services.

A confirmed positive test result will be considered a violation of this Policy.

E. PROTECTION OF EMPLOYEE'S RECORDS.

Both the City and the confirmatory laboratory will maintain strict confidentiality of the test records in their possession. Access to those records will be permitted in the event a lawsuit, disciplinary hearing, grievance or legal proceeding initiated by or on behalf of the employee and arising from a positive drug test. Access under these limited circumstances will be permitted only to the following: (1) the employee; (2) the City; and (3) the decision-maker in the lawsuit, disciplinary hearing, grievance or other proceeding.

III. TESTING PROCEDURES – ALCOHOL

A. SPECIMEN COLLECTION PROCEDURES

Specimen collection will be performed by the trained personnel of designated testing agency. The City may use a certified breathalyzer operator employed by the Police Department to perform a breathalyzer test. If an employee is to be tested the following procedures will be adhered to:

1. Employees will proceed to the testing agency with an authorization form and will be accompanied by a supervisor.
2. The testing agency will explain the testing procedure to the employee.
3. The Breath Alcohol Testing form will be completed by both the agency representative conducting the test and the employee. If the employee refuses to sign the certification statement on the form, it will be regarded as a refusal to take the test and will result in disciplinary action.
4. The employee will follow the procedures as established by the testing agency for conducting breath testing.
5. The testing agency will conduct a breath alcohol screening test that will determine if the employee has a Breath Alcohol Content (BAC).
6. If the employee's BAC is greater than 0.000 but less than 0.039, the employee will be restricted to station duty and may be subject to disciplinary action.
7. If the employee's BAC is 0.040 or more the employee will be relieved of duty and subject to disciplinary action.
8. In all instances where there is an indication of a BAC over 0.00, a second confirmation test will be conducted prior to any action on part of the supervisor at the testing agency.
9. If an employee fails to provide an adequate breath sample for analysis, he will have considered to have failed the test.

IV. REFUSAL TO BE TESTED

An employee's refusal to be tested is an act of insubordination as well as a major cause infraction and may result in discipline, up to and including discharge.

V. VOLUNTARY REHABILITATION PRIOR TO TESTING

The City wishes to encourage employees with substance abuse problems to enroll voluntarily in a substance abuse rehabilitation program prior to testing. City employees will be permitted to enroll in a rehabilitation program on a one-time basis without any disciplinary consequences provided that the employee's enrollment in such a program must be made prior to the request by the City that the employee submit to a drug/alcohol test and prior to being selected pursuant for a random test. The employee must successfully complete the rehabilitation program, and cooperate fully with the treatment center in addressing the employee's substance- abuse problem.

If the employee fails to complete the rehabilitation program or is involved in a second or subsequent infraction of this policy, he will be subject to disciplinary action, up to and including discharge from this department.

Any leave of absence required for a voluntary rehabilitation program will be unpaid. The employee may use available compensatory time, vacation, sick days or personal days during the rehabilitation period. Any time off in excess of the accrued compensatory time, vacation, sick or personal days will be treated as unpaid medical leave. Any cost of rehabilitation which is beyond the employee's available insurance coverage must be borne by the employee.

The employee's return to work after voluntary rehabilitation must be authorized by the rehabilitation program's personnel. Employees who voluntarily enter a drug rehabilitation program remain subject to all drug/alcohol testing as set forth herein.

A substance abuse rehabilitation program must be approved by the Police Chief. If completion of the program is successful, the City shall allow the employee to return to work subject to the following conditions: (1) the employee must continue to participate in the substance abuse rehabilitation program as required by the program; (2) the employee must obtain an authorization to return to work from the program; and (3) the employee must submit to drug/alcohol testing on a quarterly basis for the next 12 months at such times as determined by the City. For any employee who has participated in a substance abuse rehabilitation program, a positive drug/alcohol test, a refusal to test, or a failure to comply with the above three conditions shall constitute grounds for termination under any circumstance.

VI. DISCIPLINARY ACTION

As violations of this policy may vary from minor to serious violations, it is not possible to set out the consequences of a violation. Any violation of this policy subjects the employee to disciplinary action which may include discharge. In addition to or lieu of disciplinary action, an employee may be placed on an unpaid medical leave of absence and required to complete a substance abuse rehabilitation program before being permitted to return to work.