

# **ILLINOIS FOP LABOR COUNCIL**

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**and**

## **VILLAGE OF HINSDALE**

**Police Officers**

**May 1, 2022 – April 30, 2025**

**Springfield - Phone: 217-698-9433 / Fax: 217-698-9487**  
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**AGREEMENT**

**BETWEEN**

**ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL**

**AND**

**VILLAGE OF HINSDALE**

**May 1, 2022 – April 30, 2025**

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## **VILLAGE OF HINSDALE**

### **Preamble**

This collective bargaining agreement is entered into by and between the VILLAGE OF HINSDALE and its Police Department (hereinafter referred to as the "Employer" or "Village") and the ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL (hereinafter referred to as the "Council"), on behalf of officers in the collective bargaining unit set forth in Article I hereof.

### **ARTICLE I - RECOGNITION**

#### **Section 1 - Representative Unit**

The Employer recognizes the Council as the sole and exclusive representative for all sworn Police Officers of the Employer in the job classification Police Officer and excluding all sworn Police Officers above the rank of Police Officer, and all supervisors, managers, confidential employees, civilian employees, industrial relations and personnel department employees.

#### **Section 2 - Dues Checkoff**

With respect to any employee from whom the Employer receives individual written authorization, signed by the employee, in a form agreed upon by the Council and the Employer, the Employer shall deduct from the wages of the employee the dues and initiation fee required as a condition of membership in the Council, or a representation fee, and shall forward such amount to the Council within thirty (30) calendar days after the close of the pay period for which the deductions are made. The amounts to be deducted shall be set by the Council.

#### **Section 3 - Religious Objector**

Employees under job classifications listed in Article I, Section 1, are not required to join the Council as a condition of employment.

Non-members who object to union membership based upon bona fide religious tenets or teachings may at their option pay an amount equal to the union dues to a non-religious charitable organization mutually agreed upon by the non-member and the Council. If the affected non-member and the Council are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Board and the payment shall be made to said organization.

#### **Section 4 - Indemnification**

The Council shall indemnify and hold the Village harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken by the Employer for the purpose of complying with any provision of this Article. If an incorrect deduction is made, the Council shall refund any such amount directly to the involved employee.

### **ARTICLE II - PROBATIONARY PERIOD**

The length of the probationary period for a non-laterally hired employee shall be eighteen (18) months from the date of hire, and twelve (12) months from the date of hire for laterally hired employees. Credit towards completing the probationary period may only be earned by the following activities: attending the Police Academy, time spent working in the FTO training program and/or while working solo patrol duty. During time spent in the aforementioned activities, credit shall be earned during absences of seven (7) or less consecutive duty days.

### **ARTICLE III - MANAGEMENT RIGHTS**

Except as specifically limited by the express written provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Employer 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, the purpose, composition and function of each department and subdivision, the services and missions of the Employer; to supervise and direct the working forces; to establish the qualifications for employment, including examination and testing; to hire, classify, select, promote and restore to career service positions employees in order to maintain a capable and efficient police force; to establish specialty positions and select personnel to fill them; to establish work and productivity standards and from time-to-time to change those standards; to establish and assign work schedules, determine the starting and quitting times and the number of hours to be worked and assign work and assign overtime; to determine the location, methods, means, organization and number of personnel by which such operations and services shall be conducted, including the right to determine whether services or goods are to be made or purchased and to increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve officers from duties because of lack of work or funds or other proper reasons; to make, delete, alter and enforce reasonable rules, regulations, orders, policies and procedures; to transfer, assign, and evaluate employees; to maintain a merit raise plan; to require the physical and mental fitness of employees; to suspend, demote, discharge or take other disciplinary action against officers for cause and to terminate any probationary officer with or without cause; to change or eliminate existing methods, equipment or facilities, or introduce new ones; to contract out when necessary in the exercise of its powers and duties; to determine training needs and assign employees to training; to establish, modify, combine or abolish job positions and classifications and to select personnel for such positions; to determine work hours (shift hours); to establish, implement and maintain an effective internal investigation program; to take any and all actions as may be necessary to carry out the mission of the Employer and the Police Department in the



event of civil emergency, riots, civil disorders, tornado conditions, floods, etc. as may be declared by the Village President, the Village Manager, Chief of Police or their authorized designees; and to generally carry out the mission of the Village.

Inherent managerial functions, prerogatives and policy-making rights, whether listed above or not, which the Employer has not expressly restricted by a specific provision of this Agreement, shall remain vested exclusively with the Employer.

#### **ARTICLE IV - ENTIRE AGREEMENT**

This Agreement constitutes the complete and entire agreement between the parties. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the parties waive the right to negotiate on any issue, whether known or unknown, and that the understandings and agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Before making any changes in working conditions not contained in this Agreement which are mandatory topics of bargaining under State law, the Employer shall notify the Council within five (5) days of deciding to enact a change. Upon such notification, and if requested by the Council, the Employer shall meet with the Council and discuss such change(s) prior to final implementation. Changes in working conditions fully implemented without such notice shall be considered temporary pending the completion of such discussions. The parties do not intend by such discussions to require collective bargaining over the issue(s) raised.

## **ARTICLE V - CONTINUITY OF OPERATION**

### **Section 1 - No Strike**

Neither the Council nor any officer, member of the Council, or officer covered by this Agreement, will call, institute, authorize, participate in, sanction, encourage, or ratify any strike, work stoppage, sympathy strike, secondary boycott, slowdown, speed-up, sit down, concerted refusal to perform overtime, concerted abnormal and unapproved enforcement procedures or policies, or mass resignation, mass absenteeism or picketing which causes any work stoppage or any concerted refusal to perform duties by any officer or officer group. Neither the Council nor any officer, member of the Council, or bargaining unit employee covered by this Agreement shall refuse to cross any picket line, by whomever established.

### **Section 2 - Council's Responsibility**

Should any activity prescribed in Section 1 of this Article occur, which the Council has or has not sanctioned, the Council shall immediately:

- A. Publicly disavow such action by the employees or other persons involved;
- B. Advise the Employer in writing that such action has not been caused or sanctioned by the Council;
- C. Notify the employees, stating that it disapproves of such action, and instructing all employees to cease such action and return to work immediately; and
- D. Take such others steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the Employer to accomplish this end.

### **Section 3 - Discharge of Violators**

The Employer shall have the right to file charges seeking discharge or to otherwise discipline any or all employees who violate any of the provisions of this Article. In such event, the employee or employees, or the Council on their behalf, shall have no recourse to the grievance procedure except for the sole purpose of determining whether an employee or employees participated in the action prohibited by this Article. If it is determined that an employee did so participate, the disciplinary action taken by the Employer may not be disturbed.

### **Section 4 - No Lockout**

The Employer agrees that it will not lockout its employees during the term of this Agreement or any extension thereof.

### **Section 5 - Reservation of Rights**

In the event of any violation of this Article by the Council or the Employer, the offended party may pursue any legal or equitable remedy otherwise available, and it will not be a condition precedent to the pursuit of any judicial remedy that any grievance provided in this Agreement be first exhausted.

## **ARTICLE VI - BILL OF RIGHTS**

The Employer and the Council agree to include the Uniform Peace Officers' Disciplinary-Act as an Addendum to the collective bargaining agreement. The inclusion of the Disciplinary Act in this Agreement shall not limit employees' Weingarten rights to union representation during questioning by the Employer.

## **ARTICLE VII - PERSONNEL FILES**

Employees shall be entitled to inspect their personnel files in accordance with the provisions of 820 ILCS 40/0.01 et seq.

## **ARTICLE VIII - HOURS OF WORK AND OVERTIME**

### **Section 1 - Purpose of Article**

Nothing herein shall be construed as a guarantee of hours of work per day, per week or per work cycle, and nothing herein shall preclude the Employer from restructuring the normal work day, work week, or work cycle. It is the Employer's intent that such changes will be implemented based upon the valid and legitimate operating needs of the department.

### **Section 2 - Work Schedules**

The work period, as defined by federal law, for all officers shall be seven (7) consecutive days, with such period beginning on Sunday and ending on Saturday. All hours that an officer is in pay status shall be counted as hours worked for purposes of computing overtime.

### **Section 3 - Hours of Work**

The hours of work shall be assigned by management. The normal work day shall be based upon two or three shifts, as the case may be, rotated equally among the officers. Shifts consisting of eight hours include half (1/2) hour total for lunch as determined by the supervisor, with two (2) breaks not to exceed fifteen (15) minutes duration each, duty permitting. Shifts consisting of twelve (12) hours include forty-five (45) minutes total for lunch as determined by the supervisor, with two (2) breaks not to exceed twenty (20) minutes duration each, duty permitting. Subject to supervisory approval, one coffee break may be taken at approximately mid-shift before lunch and the other coffee break may be taken at approximately mid-shift after lunch. Each officer is subject to call at all times during his shift, including lunch and break times.

#### **a. Patrol Personnel**

The normal shift rotations shall be 6:00 a.m. to 6:00 p.m., and 6:00 p.m. to 6:00 a.m. The normal shift rotations shall continue in effect, subject to the operating needs of the department.

The parties further agree that should the twelve (12) hour shifts be changed, the productivity standards in Article XXVII, Section 3 also will be changed, on a pro rata basis. Hours of work for all non-patrol personnel shall remain flexible and shall be arranged on an ad hoc basis by the Chief of Police. Further, employees on the twelve (12) hour work day schedule may be temporarily moved to an eight (8) hour schedule for training purposes, in which case current contract provisions shall apply for the duration of the eight (8) hour schedule. Shift assignment will be based on the Chief of Police's determination of appropriate staffing levels for the daytime and nighttime shifts. Officers shall be scheduled to work eighty (80) hours in each fourteen (14) day work cycle. In order to maintain a maximum of eighty (80) hours of work for each officer during the work cycle, the Chief of Police shall adjust each officer's hours of work by scheduling a work day of eight (8) hours at some point within each work cycle.

The Chief of Police shall determine whether any change(s) in shift rotations, shift assignments, and the normal hours of work are required. Should the Chief of Police elect to change the shift rotation, two weeks' prior notice shall be given to the affected officers. Such notice shall be posted on the police department bulletin board. No notice is required in emergency situations, or where otherwise impractical.

A patrol officer working in the assigned capacity of Officer-in-Charge (OIC) shall receive an additional \$7.29 per hour, pro rata, for the duration of this assignment. This additional OIC pay will be added to the officer's regular rate of pay for overtime calculation purposes.

The Employer may, for efficiency of operations, change the established work day and/or work period (increase or decrease the number of hours, roll call, reporting procedures), and revise the number of hours, roll call, reporting procedures, and revise daily hours and

assignments as necessary. Any change in the officer's daily assigned hours may be preceded by twenty-four (24) hours' notice to the affected officer. No notice is required in emergency situations or where otherwise impractical.

b. Non-Patrol Personnel

Shifts currently are: 8:00 a.m. – 4:00 p.m. unless otherwise determined by the Chief of Police. The officers' current shift shall continue in effect subject to the operating needs of the department. Hours of work for all non-patrol personnel shall remain flexible and shall be arranged on an ad hoc basis by the Chief of Police.

The Chief of Police shall determine whether any change(s) to shift, shift assignments, and the normal hours of work are required. Should the Chief of Police elect to change the shift rotation, two weeks' prior notice shall be given to the affected officers. Such notice shall be posted on the police department bulletin board. No notice is required in emergency situations or where otherwise impractical.

A patrol officer working in the assigned capacity of Officer-in-Charge shall receive an additional \$7.29 per hour, pro rata, for the duration of this assignment. This additional OIC pay will be added to the officer's regular rate of pay for overtime calculation purposes.

The Employer may, for efficiency of operations, change the established work day and/or work period (increase or decrease the number of hours, roll call, reporting procedures), and revise the number of hours, roll call, reporting procedures, and revise daily hours and assignments as necessary. Any change in the officer's daily assigned hours shall be preceded by twenty-four (24) hours' notice to the affected officer. No notice is required in emergency situations or where otherwise impractical.-

#### **Section 4 - Overtime Compensation**

Overtime which has been duly authorized or approved for officers working eight (8) hour shifts shall be compensated as follows:

All hours in excess of eight (8) hours each day worked by an employee shall be compensated at the rate of one and one-half (1 ½) times the regular hourly rate (hourly rate determined by dividing the annual salary by 2080).

Hours worked by officers on twelve (12) hour shifts shall be paid at the rate of one and one-half (1 ½) the regular hourly rate for hours worked in excess of twelve (12) in a day and eighty (80) in a work cycle. Premium pay (one and one half (1 ½) the regular hourly rate of pay) for hours worked on a holiday shall be limited to the actual hours of the holiday, regardless of the duration of a scheduled shift. No other overtime payments shall be made to officers for hours worked on a twelve (12) hour shift.

All overtime calculations shall be rounded ahead to the nearest quarter hour. Cash payments for overtime shall accrue only after the officer has worked a minimum of one-quarter (1/4) hour of work beyond the threshold required for the commencement of payment of cash overtime.

The Chief of Police or his designee(s) shall have the right to require overtime work, and officers may not refuse overtime assignments. In non-emergency situations, the Chief of Police or his designee(s), as a general rule, shall take reasonable steps to obtain volunteers for overtime assignments before assigning required overtime work. However, volunteers will not necessarily be selected for work in progress. Also, specific officers may be selected for special assignments based on specific skills, abilities and experience they may possess.

### **Section 5 - Call-Back**

Members covered by this Agreement called back to duty after having been relieved of duty, and reporting to the Employer's premises of their normally assigned work station at a specified time, shall be paid a minimum of two and one-half ( 2 ½ ) hours pay at one and one half ( 1 ½ ) times their straight-time hourly rate of pay. Effective May 1, 2017, Detectives designated to be on call will receive two times their straight time hourly rate when called back from off duty and acting in the capacity as an Investigator for all such hours worked. Compensation begins when the officer reports for duty. Duty for on call detectives only includes work performed on weekdays after normal business hours (i.e. Monday through Friday, from 4:00 p.m. to 8:00 a.m.) and on weekends (i.e. beginning on Friday at 4:00 p.m. through Monday morning at 8:00 a.m.).

For purposes of this Section, "call-back" shall be defined as work occasioned by a member of the Police Department being ordered to return to duty after being in the status of off duty. Call-backs do not include shift adjustments due to changing manpower requirements or attendance and participation in qualifying target practice.

### **Section 6 - Compensatory Time**

Officers who are entitled to overtime pay may elect compensatory time at time and one-half (1 ½ ) in lieu of overtime pay. Any officer may also request the use of compensatory time in two (2) hour increments, and management may grant said request when a full complement of officers is on duty and operating needs do not otherwise require the officer's presence. Compensatory time cannot be accumulated beyond sixty (60) hours at any time during the fiscal year. Compensatory time off accrued in a fiscal year shall be taken on or before April 30 of the current year.



### **Section 7 - 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.

### **Section 8 – Field Training Officer**

The Village agrees to pay .125 hours of straight time pay for each hour worked as a Field Training Officer (FTO).

### **Section 9 – Hirebacks**

#### *Shorted Shifts of 25 Hours or More*

When a shift is shorted by an employee and a need for a hire back is created, the full shift shall be filled by eligible volunteers on a seniority basis and in the following order: (a) officers from the same shift; (b) officers from the opposite shift; (c) remaining officers, including those in specialty positions; (d) sergeants in a manner determined by the Chief of Police.

#### *Shorted Shifts of 24 Hours or Less*

If the need for a hire back is created within twenty-four (24) hours of the vacancy, the on-call employee shall have first preference to the full shift, unless otherwise stated in Section 9. If the full balance of the shift being offered is not filled by the on-call employee, it shall be offered in the same manner as above.

If any part of the shift is not filled, then the on-call employee shall be ordered to work the remaining balance of the shift. If an on-call employee is not available, the remaining hours of the shift shall be assigned to the employees from the previous shift to the vacancy on a reverse seniority basis.

Absent exigent circumstances, at no time shall an employee be required to work more than 18 consecutive patrol hours or forced to work two consecutive segments of a vacancy.

Those required to work under this subsection will receive pay at two (2) times their straight time hourly rate of pay for the hours they are required to work if they received less than twenty-four (24) hours of notice of the hire back.

#### *Short Days*

When a patrol shift is shorted by an employee, those on a scheduled short day shall have first preference to the overtime created during their short day hours, regardless of the last action to cause a need for a hire back.

#### *Early Starts Prior to Shift Starts*

When the Chief or his designee determine additional staffing is needed within the last two and a half (2.50) hours prior to the end of the shift, the employees on the upcoming patrol shift shall have first preference to the overtime created during that time period, regardless of the last action to cause a need for a hire back.

#### *Definitions*

For the purposes of this Section 9, a shift is shorted by the last action to cause a need for hire back. Employees who leave employment with the Village or are moved to a different shift shall not be considered to have created the shortage. In addition, employees may only be assigned to one shift based upon the effective date of their shift change. Eligible volunteers shall be defined as an employee capable of working the full length of hours offered to them, which does not overlap any of their approved vacation hours. The Department will establish a voluntary on-call procedure, which may be reasonably modified from time to time. Such process will be established by the Chief or his designee, with input from the Union. An on-call employee, after having voluntarily committed to this duty, shall respond to a supervisor's telephone call that requires them to cover the shift or any segment of it within thirty (30) minutes of having received

the call. Additionally, they must be reasonably but readily available to respond to the station to cover a shift. Employees who fail to comply with the duties as assigned shall be subject to Article XXVIII of this collective bargaining agreement. Depending on the employee's hours of work, a short day is a work reduction day determined by the Chief or his designee that deviates from a normal scheduled patrol shift.

The Chief or his designee may not unreasonably deviate from the above procedure.

### **Section 10 – Overtime Remedy**

In the event that overtime is improperly assigned under this Article, resulting from some fault of a bargaining unit employee working as an Officer-in-Charge, then the sole remedy available to an aggrieved employee(s) shall be to be offered one available reasonably similar overtime opportunity within the current or next pay period as agreed upon by the employee and the Chief or his designee.

## **ARTICLE IX - SENIORITY**

### **Section 1 - Definition of Seniority**

- A. Seniority shall be defined as an employee's length of full-time continuous service as a police officer in the Hinsdale Police Department, calculated from most recent date of hire.
- B. In the event that two or more officers have the same seniority date, seniority shall be determined by the officer's placement on the Police and Fire Commission's eligibility list.
- C. Village employees who become police officers shall be afforded seniority credit only for the purpose of computing years of service for vacation credit.

- D. Except for vacation purposes, probationary employees shall have no seniority rights. If an employee satisfactorily completes the probationary period, his/her seniority shall be the date of original employment.

## **Section 2 - Loss of Seniority**

- A. The employee resigns or quits;
- B. The employee retires;
- C. The employee is discharged or permanently removed from the payroll, and the separation is not reversed through the grievance procedure;
- D. The employee does not return to work at the expiration of a leave of absence;
- E. The employee is absent for three (3) consecutive scheduled work days without authorization; or
- F. The employee does not return to work when recalled from layoff.

Loss of seniority under Subsections (d), (e) and (f) shall be subject to the employee's due process rights under this Agreement.

## **Section 3 - Application of Seniority**

Seniority shall be considered for the following:

- A. Vacation preference, provided that patrol and non-patrol shall be treated as separate job classifications for purposes of vacation selection; and
- B. Layoffs as specified in the Illinois Compiled Statutes.

## **Section 4 - Layoffs and Recall**

Should the Employer determine that it is necessary to decrease the number of employees in the bargaining unit, it will layoff employees in the order of inverse seniority in accordance with the provisions set forth in the Illinois Compiled Statutes. Where practicable, affected

employees and the Council will be given notice of contemplated layoffs at least two (2) weeks prior to the effective date of the layoff(s).

Laid off employees will have recall rights for a period of two (2) years.

The Village will meet with the Council, at its request, and discuss or negotiate the impact upon the bargaining unit of any layoff of bargaining unit personnel. The Council shall make such request within two (2) weeks of receiving notice of layoff or the right of the Council to discuss or negotiate the impact of a layoff shall be deemed waived.

#### **Section 5 - Right of Recall**

Any officer who has been laid off shall be placed on the appropriate reinstatement list and shall be recalled in the inverse order of layoff, provided the officer is fully qualified to perform the work to which he is recalled without further training.

#### **Section 6 - Notice of Recall**

Officers who are eligible for recall shall be given ten (10) calendar days' notice of recall, which shall be sent to the officer by certified or registered mail, return receipt requested, with a copy to the Council, provided that the officer must notify the Chief of Police or his designee of his intention to return to work within five (5) days after receiving notice of recall. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested, to the mailing address last provided by the officer, it being the obligation and responsibility of the officer to provide the Chief of Police or his designee with his latest mailing address. If an officer fails to timely respond to a recall notice by return mail or in person, his name shall be removed from the recall list.

### **Section 7 - Seniority List**

The Employer will regularly furnish to the Council a list showing the name, address, job title and last hiring date of each employee in the bargaining unit, and whether the employee is entitled to seniority or not. The Employer shall post a similar list without employees' addresses. Within thirty (30) calendar days after the date of posting, an employee must notify the Employer of any alleged errors in the list or it will be considered binding on the employee and the Council from that time forth. When changes or additions to those lists become necessary, the Employer will provide notification to the Council of such changes or additions. A revised seniority list will be posted once a year. After such posting, an employee must notify the Employer of any alleged errors within thirty (30) days, or the information in the list shall be considered forever binding on the employee and the Council.

### **ARTICLE X - HOLIDAYS**

Patrol officers normally scheduled to work, and detectives ordered by their supervisor to work, shall be paid time and one-half (1 ½) their normal hourly rate for all hours worked on a holiday. Officers shall be paid two (2) times their normal hourly rate of pay for all hours worked on a holiday: (a) in excess of their normal shift, and/or (b) if called in on their off day.

In addition, at the beginning of each calendar year, officers shall receive 88 hours of floating holiday time that must be used on mutually agreeable dates within that same calendar year. Newly hired officers who will complete at least 6 months of service with the Village during a calendar year will be issued the full complement of floating holiday time. Newly hired officers who will work less than 6 months with the Village will only be issued floating holiday time corresponding with the number of holidays observed by the Village remaining in the calendar year.

No more than one day (8 hours or 12 hours based on the officer's permanent shift) of floating holiday time may be carried into the month of December. Unused floating holidays cannot be carried over from year to year, except that probationary employees and officers assigned to extended training may carryover up to 48 hours of floating holiday time into the next calendar year with the approval of the Village Manager. Any floating holidays not used in the calendar year will be forfeited.

The following holidays are recognized by the Village of Hinsdale:

New Year's Day	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve

#### **ARTICLE XI - HEALTH INSURANCE**

The Employer's health insurance plans as described in the Village Plan Summary document in effect at the time this Agreement is signed, or substantially similar replacement plan(s) procured by the Employer, shall be in effect for the duration of this Agreement.

The Employer shall pay 95% of the cost of coverage of the employee and 85% of the cost of any eligible dependent coverage accepted by the employee, provided the employee enrolls in the Employer's HMO Plan or its successor plan(s). For employees choosing to enroll or to remain enrolled in the Employer's PPO or its successor plan(s), the Employer shall pay 90% of the cost of single coverage, and each employee electing family coverage shall pay 20% of the difference between the single and family premium cost. For employees choosing to enroll or to remain enrolled in the Employer's H.S.A. plan, the Employer shall pay the full cost of the premium for single and family coverage. The Employer will also contribute annually \$750 to the

employee's H.S.A account for single coverage and \$1500 for family coverage. The Employer's contribution shall be paid quarterly. Employee payments or employee contributions to their H.S.A. account made pursuant to this Article shall be collected by the Village through payroll deductions applied by the Village to each pay check issued to each affected individual employee. The Village may in its discretion embark on a cost containment program, however, which may result in future benefit or hospitalization plan(s) change(s). The Council will be notified before any proposed change in hospitalization benefits or plan(s) are implemented. All bargaining unit employees shall be eligible to join the HMO plan, the PPO plan or the H.S.A. plan.

The Employer will establish, administer and maintain a Post Employment Health Plan (PEHP). All bargaining unit employees shall participate in the PEHP. Each employee will annually contribute to the PEHP through payroll deductions the following amounts:

- a. One (1) percent of base pay.
- b. The monetary value of twelve (12) hours of compensatory time.
- c. The full amount of any sick leave pay-out received upon retirement.

## **ARTICLE XII - EMPLOYEE LIFE INSURANCE**

The Employer shall continue to provide life insurance protection for each full-time officer covered by this Agreement in an amount equal to one and three-quarters (1-3/4) times the annual salary of the officer, to a maximum coverage of \$200,000.00.



### **ARTICLE XIII - VACATIONS**

The Employer agrees to continue in effect its existing policy on the accrual and scheduling of vacations with the following benefit levels:

<u>Years of Service</u>	<u>Days of Vacation</u>
0 through 5	10
6 through 10	15
11 through 20	20
21 years of service and over	25

All patrol officers earn vacation pay in eight (8) hour increments for each day of vacation. However, officers working twelve (12) hour shifts shall be paid their earned vacation in twelve (12) hour increments. An employee may request vacation usage in two (2) hour increments. The incremental usage of vacation time is at all times limited to the start and close of a shift, subject to operating needs and prior management approval.

### **ARTICLE XIV - SICK AND PERSONAL LEAVE**

The Employer agrees to continue in effect its existing policy on sick leave; provided, however, that the Employer will pay for the cost of medical certification where it requires medical certification from an officer who has been absent less than twenty-four (24) consecutive work hours for officers on eight (8) hour shifts and thirty-six (36) consecutive work hours for officers on twelve (12) hour shifts. Officers on twelve (12) hour shifts earn sick leave on the same basis as all other officers, at the rate of eight (8) hours per day of sick leave, provided, however, that available sick leave shall be paid in twelve (12) hour increments to officers working twelve (12) hour shifts. Effective January 1, 2006, the sick leave cap in the Employer's policy on sick leave for employees eligible to retire increases to three hundred eighty (380) hours. Employees eligible for retirement shall be compensated for one (1) of every two (2) hours of unused sick leave but not more than 380 hours.

Effective May 1, 2019, and in accordance with the Illinois Employee Sick Leave Act, as amended from time to time, up to forty-eight (48) hours of an employee's annual sick leave accrual may be used in each fiscal year for a family member's illness, injury or medical appointment. For purposes of this this section, a "family member" only includes: the employee's child, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent. Medical certification of the need for this use of sick leave may be required in the same manner as medical certification is required for the employee's own illness. Effective May 1, 2019, up to an additional forty-eight (48) hours of an employee's annual sick leave accrual may be used in each fiscal year to care for an employee's spouse who gives birth to a child, while employed by the Village and/or for a family member's extended or emergency illness or injury, provided the employee provides official documentation for each absence wherein such additional sick leave for a family member is used.

Employees shall receive eight (8) hours of personal leave per fiscal year. Personal leave shall not be deducted from vacation or sick leave. Use of such personal time shall be subject to the approval of the Chief. Personal leave shall not carry over from year to year.

#### **ARTICLE XV - MISCELLANEOUS LEAVE**

Officers shall be entitled to all leaves of absence afforded by Village policy to police officers.

If light duty is available, the Employer will consider placing an officer in that light duty position.

#### **ARTICLE XVI - PENSION PLAN**

Pension benefits for employees covered by this Agreement shall be as mandated under 40 ILCS 5/1-101 et seq.

## **ARTICLE XVII - COURT LEAVE**

### **Section 1 - On Duty**

The Employer shall grant leave at the appropriate hourly rate of pay to any officer for the period of time he is required to appear in the course of his employment before a court, judge, justice, coroner or magistrate.

### **Section 2 - Off Duty**

Off-Duty attendance required at field court pursuant to current department policy shall be paid at one and one-half (1 ½ ) times the appropriate hourly rate for actual time worked. A three (3) hour minimum payment shall be provided to each officer.

Officers who are required to call in to the station to check court assignments shall receive two (2) hours of premium pay (one and one half (1 ½) the regular hourly rate of pay). Officers who have their court notice cancelled by the Department, the Court or by the Clerk less than two (2) hours before their scheduled court start time will receive two (2) hours of premium pay. Premium pay is defined as payment at one and one half (1 ½) times the appropriate hourly rate of pay.

### **Section 3 - Mileage Reimbursement**

Current departmental practice providing for the reimbursement of travel costs for court appearances shall continue in effect for the term of this Agreement. Officers shall be reimbursed at the rate set by the Internal Revenue Service for mileage reimbursement per the general Village policy, for the use of personal vehicles in traveling to and from court calls.

## **ARTICLE XVIII - GRIEVANCE PROCEDURE**

### **Section 1 - General Statement**

This Article shall apply to all bargaining unit employees under the jurisdiction of the Chief of Police of the Village of Hinsdale.

All bargaining unit employees, and the Council on behalf of one or more employees, shall have a right to file a grievance.

The term "employee" as used throughout this procedure shall also be understood to include any recognized employee representative or the Council Union.

The term "employer" as used throughout this procedure refers to the Village of Hinsdale or its designee.

### **Section 2 - Purpose**

To specify the method by which employees may present grievances and seek redress.

### **Section 3 - Definition**

A grievance is a difference between an employee and the Employer with respect to the interpretation or application of, or compliance with, the rules and regulations, disciplinary action of any severity, or the terms in the Agreement between the Employer and the Council.

### **Section 4 - Policy**

An employee is encouraged first to discuss the grievance with the immediate supervisor.

If the employee feels the grievance has not been satisfactorily adjusted as a result of this discussion, the employee may advance the grievance for further review in accordance with the procedure set forth in this Article below.

### **Section 5 - Time Limits**

- A. Grievances must be presented by the employee within ten (10) calendar days from occurrence of the event giving rise to the grievance or ten (10) calendar days from the date the event should have been known to the employee, whichever occurs later, except that for errors in pay, the time period shall be thirty (30) days.
- B. An employee's failure to file a grievance within the time period specified shall constitute a waiver of any rights to advance the grievance.

### **Section 6 - Procedure**

Step	Submission Time Limit This Step (days)	To Whom Submitted	Time Limits Meeting (days)	Response (days)
1	10	Chief of Police	10	10
2	10	Village Manager	10	10
3	15	Arbitration		

A. Step One

1. The employee obtains a grievance form from the Council Steward.
2. The employee writes the nature of the grievance and the resolution sought on the grievance form and the specific contract provisions alleged to have been violated, and presents the grievance to the Chief of Police/designee.
3. Within the ten (10) calendar days after receipt, the Chief of Police/designee may meet with the employee to discuss the grievance.
4. Within the ten (10) calendar days after the meeting, the Chief of Police/designee answers the grievance on the grievance form and transmits the answer to the employee.
5. If the answer is satisfactory, the grievance procedure is concluded at Step 1.

6. If the answer is not satisfactory, the employee may, within the ten (10) calendar days after receipt, or if no answer is given, advance the grievance to Step 2.
7. Failure to advance the grievance within ten (10) calendar days after the Step 1 answer is due, concludes the grievance procedure.

B. Step Two

1. Within ten (10) calendar days after receipt of the Step 1 answer, the grievance may be forwarded to the Village Manager or his designee stating that the answer given at Step 1 is unsatisfactory, including specific reasons as to why the answer given at Step 1 is unsatisfactory and writes the date referred to Step 2 and signs the form.
2. The Village Manager or his designee will hear an appeal within ten (10) calendar days and submit a written decision to the employee within ten (10) calendar days after the hearing.

C. Step Three

If the Council is not satisfied with the Step 2 answer, it may within fifteen (15) days after receipt of the Step 2 answer, submit in writing to the Employer notice that the grievance is to proceed to arbitration. If the two parties fail to reach agreement on the selection of an arbitrator within ten (10) days, the Employer and Council will jointly contact the Federal Mediation and Conciliation Service and request it to provide the parties with a list of seven (7) arbitrators who are all members of the National Academy of Arbitrators with their principal place of business in the State of Illinois, Wisconsin or Indiana, in accordance with its rules

and procedures for selecting arbitrators. Either party may reject in total for any reason one panel of arbitrators. The first strike of an arbitrator shall be determined by a coin toss.

Expenses for the arbitrator's service and the expenses which are common to both parties to the arbitration shall be borne equally by the Employer and the Council. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement or impose on any party hereto limitations or obligations not specifically provided for in the Agreement. The issue or issues to be decided will be limited to those presented to the arbitrator in writing by the Employer and the Council. His/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, it shall pay one-half of the total cost of producing the record.

#### **Section 7 - Miscellaneous**

- A. Only the grievant and/or representatives of the Council may present grievances. Employees may take up grievances through Step 1 to Step 2 either on their own and individually or with representation by the Council. If an employee takes up a grievance without Council representation, any resolution of the grievance shall be consistent with this Agreement and the Council representative shall have the right

to be present at such resolution. A grievance relating to all or a substantial number of employees or to the Council's own interests or rights with the Employer may be initiated at Step 2 by a Council representative.

- B. The parties may, by joint agreement, alter any time limits in the procedure. Time limits shall automatically be postponed if the management representative is on vacation or otherwise unavailable.

#### **ARTICLE XIX - COUNCIL STEWARDS**

The Employer recognizes the right of the Council to select Council Stewards, and the Council agrees to furnish the Employer, within two (2) weeks of ratification of this Agreement, with the names of the stewards selected by the Council. Stewards are not permitted to conduct Council business during work hours without the permission of the Chief of Police.

#### **ARTICLE XX - COUNCIL REPRESENTATIVE**

Duly authorized business representatives of the Council will be permitted, at reasonable times, to enter the appropriate Village facility for purposes of handling grievances or observing conditions under which employees are working. These business representatives will be identified to the Chief/designee(s) in a manner suitable to the Employer and on each occasion will first secure the prior approval of the Chief/designee(s) to enter and conduct their business so as not to interfere with the operation of the Employer. If such approval is granted, the Chief/designee(s) shall designate the area where such business is to be conducted and the period of time to be provided. The Council will not abuse this privilege, and such right or entry shall at all times be subject to general department rules applicable to non-employees.



## **ARTICLE XXI - LABOR-MANAGEMENT AND SAFETY MEETINGS**

### **Section 1 - Meeting Request**

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

- A. A discussion on the implementation and general administration of this Agreement; or
- B. A sharing of general information of interest to the parties; or
- C. Issues and concerns involving safety; or
- D. Notifying labor representatives about certain changes in non-bargaining matters which may affect employees.

### **Section 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 at "labor-management meetings," nor shall negotiations for the purpose of altering any or all of the terms in this Agreement be carried on at such meetings.

### **Section 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, two (2) persons from each side shall attend these meetings, schedules permitting. Attendance by bargaining unit members at such meetings shall not interfere with required duty time, and attendance may be during duty time if mutually agreed between the Chief of Police or his/her designee(s) and the Council representative.

#### **Section 4 - Disabling Safety Defects**

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

### **ARTICLE XXII - MISCELLANEOUS**

#### **Section 1 - No Discrimination**

In accordance with applicable federal and state law, the Employer and the Council agree that neither shall discriminate in employment by reason of race, color, religion, national origin, political belief or activity, age, sex, sexual orientation, marital status, handicap, activity on behalf of the Council, or non-Council status. This provision shall not be subject to the grievance/arbitration procedure of this Agreement.

#### **Section 2 - Bulletin Boards**

The Employer will make a bulletin board available for the use of the Council in non-public locations. The Council will be permitted to have posted on this bulletin board notices of a non-controversial nature, but only after submitting them to the Chief/designee for approval and posting. There shall be no distribution or posting by employees of advertising or political material, notices, or other kinds of literature on the Employer's property other than herein provided.

### **Section 3 - Partial Invalidity**

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof.

### **Section 4 - Subcontracting**

It is the general policy of the Employer to continue to utilize its employees to perform work they are qualified to perform. The Employer may, however, subcontract where circumstances warrant.

The Council recognizes that the Village has statutory and charter rights and obligations in contracting for matters relating to Village operations. The rights of contracting or subcontracting are vested in the Village.

Upon deciding to subcontract, in cases of subcontracting resulting in the layoff of employees covered by this Agreement, the Village will provide to the Council notice of the subcontracting, and will, upon timely request, meet and discuss with the Council the anticipated impact of the subcontracting.

However, the parties agree that upon timely request made by the Council within one (1) week of receiving notice of the Village's decision to subcontract, the parties may meet and discuss or negotiate the impact upon the bargaining unit of the decision to subcontract. Failure to timely request such meetings shall act as a waiver of the Council's right to discuss or negotiate the impact of the decision to subcontract.

### **Section 5 - Indemnification**

The Village agrees to indemnify officers in accordance with the provisions of 65 ILCS 5/1-4-6.

### **Section 6 - General Orders**

Notwithstanding any other provision of the Agreement, the Council must be notified five (5) working days in advance of any contemplated change in the general orders directly affecting Police Officers.

### **Section 7 - Drug Testing**

The Village shall maintain a program of drug and alcohol testing. This program includes a random testing component. Employees shall not be subject to random testing more frequently than twice per calendar year. The testing will be administered by an established third party administrator. The third party administrator will be responsible for selecting the employees to be randomly tested. The Village shall at all times adhere to DOT testing procedures, except that the Village may use a 12-panel drug test regimen (not to include Benzodiazepines). Further, if an employee is selected for a drug test and tests positive, the employee must submit a valid, pre-dated prescription for the substance(s) at issue or other appropriate explanation by a physician reasonably acceptable to the Village. If the employee fails to submit a valid, pre-dated prescription for the substance(s) at issue or other appropriate explanation by a physician reasonably acceptable to the Village, the Village may take disciplinary action against the employee, up to and including discharge. Any disciplinary action taken against an employee under this section shall be subject to review under the grievance and arbitration provisions in this contract.

In addition to the above, when a bargaining unit member discharges his or her firearm, causing injury or death to a person or persons and is required to submit to a drug and alcohol test pursuant to 50 ILCS 727/1-25, as amended from time to time, the drug and alcohol testing must be completed as soon as practicable after the officer-involved shooting but no later than the end of the involved officer's shift or tour of duty. The test results shall only be disclosed to the Command Staff of the Department, the Village Manager, the Employer's HR Department, or appropriate law enforcement investigating authorities unless pursuant to a court order. Any costs associated with this test shall be borne by the Employer.

#### **Section 8 - Travel Time to Training**

Employees assigned to attend training conducted less than thirteen (13) miles from the police station, determined by Google Maps, shall not receive travel time.

Employees assigned to attend full-day training conducted more than thirteen (13) miles but less than twenty-five (25) miles from the police station, determined by Google Maps, shall receive travel time in the amount of one (1) hour at the overtime rate of pay.

Employees assigned to attend full-day training conducted more than twenty-five (25) miles from the police station, determined by Google Maps, shall receive travel time in the amount of two (2) hours at the overtime rate.

#### **Section 9 - Probationary Training Expense Reimbursement**

New hires who resign their employ prior to completing eighteen (18) months of service (from date of academy graduation) shall pay back, on a pro rata basis, the costs of training and equipment. Said costs shall be specified on a written acknowledgement signed by the employee indicating the employee's obligation to reimburse said costs.

## **ARTICLE XXIII - CLOTHING ALLOWANCE**

### **Section 1 - Sworn Officers**

Sworn officers shall have their uniform shoes, uniform boots, department-approved external vest carriers, duty bags and gloves replaced pursuant to a semi-annual quartermaster uniform replacement program administered by the Chief or his designee.

### **Section 2 - Detective/Juvenile Officers**

The Employer shall provide an annual clothing allowance of six hundred fifty dollars (\$650.00) to detectives and juvenile officers upon the effective date of this contract. The Crime Prevention Officer shall receive on a pro-rated basis one-third of the aforesaid annual clothing allowance. Said clothing allowance is to be paid each fiscal year by means of a separate check. Payment of this allowance is contingent upon the production of receipts showing proof of purchase.

## **ARTICLE XXIV - EDUCATIONAL INCENTIVE**

The Employer agrees to continue in effect its existing policy on courses, seminars and programs constituting the officer's "training" or "educational" programs as currently set forth in the Village of Hinsdale Personnel Policy Manual.

## **ARTICLE XXV - PRINTING AND SUPPLYING AGREEMENT**

This Agreement shall be printed and supplied to each officer by the Employer within two (2) weeks of ratification, at no cost to the officer or Council. The Employer shall provide ten (10) additional copies to the Council.

## **ARTICLE XXVI - ABSENTEEISM**

### **Section 1 - Call-in Obligation**

Officers unable to work for any reason, except for emergencies, must notify the Shift Commander at the earliest possible time, but not less than one (1) hour before scheduled duty time. Failure to provide timely notice on each such day may be considered a leave of absence without pay for that full day. This requirement does not apply to vacation, holidays and regular days off. This provision shall not be interpreted as condoning repeated absences from work on the part of any police officer.

### **Section 2 - Excessive Absenteeism**

The Village intends to enforce its policy against excessive absenteeism. Excessive absenteeism or the wrongful use of sick leave shall result in the imposition of discipline pursuant to Section 4 of this Article.

### **Section 3 - Proof of Illness**

Subject to the provisions of Article XIV, Sick and Personal Leave, an officer's supervisor, the Police Chief, or Village Manager may require an officer to produce a medical certificate upon his return to work after any absence due to illness or other physical incapacity. Absences of twenty-four (24) or more consecutive work hours for officers on eight (8) hour shifts, or thirty-six (36) or more consecutive hours for officers on twelve (12) hour shifts, due to such illness, shall automatically require a physician's statement certifying that the officer's condition prevented him from appearing for work, inhibited his ability to return to work, and, upon recovery, the officer is fully capable of performing the duties of his position.

#### **Section 4 - Discipline**

Officers violating any of the provisions of this Article may be subject to progressive discipline, which shall include oral warning, written warning, suspension and termination. The Village may, however, elect not to impose progressive penalties and, alternatively, may impose more severe discipline on a case-by-case basis depending upon the Village's unilateral determination of the seriousness of the individual offense.

### **ARTICLE XXVII - PRODUCTIVITY STANDARDS**

#### **Section 1 - Purpose**

The Hinsdale Police Department has identified through its mission specific goals and objectives. Amongst these goals and objectives is the enforcement of specific traffic laws and ordinances. These areas can be quantified and a patrol officer's efficiency and effectiveness can be measured. Therefore, the purpose of this general order is to establish a system for measuring and monitoring an officer's activity in the following areas: Traffic enforcement contacts.

#### **Section 2 - Policy**

It is the policy of the Hinsdale Police Department to monitor and set acceptable productivity standards for officers assigned to the patrol division. The standards will be established using historical data collected by the department in the following areas: Traffic enforcement contacts. An officer's activity will be monitored on a calendar-month basis. Minimum acceptable productivity levels will remain the same between all shift's hours of work, weather conditions and calls for service volume levels. Officers failing to meet the established productivity standards will be subject to the general orders regarding disciplinary procedures.



### **Section 3 – Procedure: Twelve Hour Shifts**

- A. The following patrol activities will be monitored. The minimum acceptable level to avoid discipline has been denoted next to the activity.
  - 1. Traffic enforcement contacts: 1.5 per shift worked.
- B. The Deputy Chief shall be responsible for the following:
  - 1. Keeping and maintaining statistical data regarding the number of traffic enforcement contacts issued by each officer per day worked.
  - 2. Monitoring and approving officers' requests that due to specific activity they lacked the opportunity to be productive in the monitored areas and that that day not be counted as a "day worked."
  - 3. Providing shift sergeants with activity level data.
  - 4. Identifying officers failing to meet productivity standards and tracking discipline.
- C. Each Shift Sergeant shall be responsible for the following:
  - 1. Providing and/or making recommendations for disciplinary action for officers failing to meet productivity standards.
  - 2. Keeping a working performance file for each officer assigned to their shift.
  - 3. Documentation of employee performance and counseling sessions.
  - 4. Initial approval of officers' requests that due to specific activity they lacked the opportunity to be productive in the monitored areas and that that day be counted as a "day worked."

D. Officers may make written requests that due to their patrol assignment they did not have the opportunity to meet the established productivity standards; however, all requests for such relief must be submitted within 24 hours of the subject activity and gain the initial approval of the shift sergeant. Officer must be in the assigned activity no less than four (4) hours to be considered. Some examples are as follows:

1. Officers actively involved in the F.T.O. program.
2. Officers in court.
3. Officers involved in an investigation or arrest.
4. Time spent in the function of the Officer-in-Charge (OIC) shall not be considered part of the productivity evaluation process.

E. The productivity and associated performance evaluation shall be calculated as the total patrol shift hours worked, including any overtime hours worked on a patrol shift. Hours and traffic enforcement contacts initiated on state grant traffic enforcement detail(s) will not be included in the monthly productivity standard.

The following categories will be added to the Patrol Officer Evaluation:

Category #7 Traffic Enforcement Contacts.

Rating Levels

1	2	3	4	5	6	7
Below 0.75 per day worked	1 per day worked	1.25 per day worked	1.5 per day worked	1.75 per day worked	2 per day worked	2.25 per day worked

#### How Annual Ratings Determined:

Each month, an Officer is given a rating level of 1 to 7, depending on the average productivity per day worked in each category. The annual rating shall be the average of each month's ratings.

The following changes will be made to the Disciplinary Procedures General Order:

#### **"Article IV Neglect of Duty Section 4.18 shall read:**

Failure to maintain an acceptable level of productivity during any calendar month that does not meet the established and published levels as delineated in the general order entitled Patrol Productivity Measurements...

#### E. Addendum A shall read as follows:

1. The following disciplinary sequence normally will be followed for Violation(s) of Article IV Neglect of Duty, Section 4.18.
2. First Violation (within 12 months) of Section 4.18-documented counseling session.
3. Second Violation (within 12 months) of Section 4.18-documented counseling session with shift sergeant with possible recommendation of additional training (if it is agreed that training is necessary) that would improve officer's ability to meet productivity standards.
4. Third Violation (within 12 months) of Section 4.18-documented counseling shift sergeant and written reprimand."

Additional Violations to be handled as per established disciplinary procedures.

## **ARTICLE XXVIII - SUSPENSION, DISCIPLINE AND DISCHARGE**

No officer, other than a probationary officer, shall be disciplined or discharged without just cause. Any such actions must not violate the provisions of 50 ILCS 725/1. The Police Chief and his designee are hereby granted authority to discipline bargaining unit members for just cause (probationary employees without cause), including but not limited to oral or written warnings, suspensions with or without pay of any appropriate duration, or termination, so long as just cause exists for the imposition of such discipline.

The contractual grievance and arbitration procedure shall be the sole recourse for appealing such disciplinary action and shall be in lieu of the provisions of the Board of Fire and Police Commissioners Act and disciplinary proceedings before the Board of Fire and Police Commissioners. The parties recognize that the Village of Hinsdale Board of Fire and Police Commissioners no longer have any authority to impose disciplinary action on bargaining unit police officers, or to review the imposition of such discipline by the Chief, and the Union hereby voluntarily waives the rights of bargaining unit members to appeal disciplinary actions before the Board of Fire and Police Commissioners.

File records of oral and written reprimands shall be expunged two (2) years after the date of the reprimand. File records of suspensions shall be expunged five (5) years after the date the suspension was served.

## **ARTICLE XXIX - SHIFT EXCHANGE**

With the permission of the Police Chief or his designee and pursuant to existing Department practice, officers may exchange daily shifts and/or shift cycles when such schedule change does not in any manner interfere with the overall operation of the Police Department. Moreover, permission to occasionally exchange daily shifts and occasionally exchange a shift

cycle remains within the discretion of management but shall not be unreasonably denied in contravention of past practice.

### **ARTICLE XXX - WAGE RATES**

	<b>5/1/2022</b>	<b>5/1/2023</b>	<b>5/1/2024</b>
<b>Pay Steps</b>	<b>2.50%</b>	<b>2.75%</b>	<b>3.00%</b>
<b>Performance Max</b>	\$111,088.02	\$114,142.94	\$117,567.22
<b>G</b>	\$107,228.31	\$110,177.09	\$113,482.40
<b>F</b>	\$104,306.88	\$107,175.32	\$110,390.58
<b>E</b>	\$94,340.77	\$96,935.14	\$99,843.20
<b>D</b>	\$89,932.86	\$92,406.01	\$95,178.20
<b>C</b>	\$85,649.12	\$88,004.47	\$90,644.60
<b>B</b>	\$81,427.45	\$83,666.70	\$86,176.70
<b>A</b>	\$77,549.01	\$79,681.60	\$82,072.05
<b>Start</b>	\$73,854.46	\$75,885.46	\$78,162.03

The performance step increase will be based on the annual performance evaluation score of the employee and shall be paid according to the following table:

<b>Performance Increase Eligibility 7 Point Scale</b>	
<b>Evaluation Score</b>	<b>Performance Increase</b>
4.00	2.00%
4.10	2.25%
4.20	2.50%
4.30	2.75%
4.40	3.00%
4.50	3.25%
4.60	3.50%
4.70	3.60%

Upon ratification of this Agreement, the rate of pay for positions in the Village of Hinsdale Police Department covered by this Agreement, paid in bi-weekly installments, shall be as designated in the above table of pay.

Salary adjustment within established ranges shall not be automatic but shall be dependent upon the employee's ability, performance, attitude, willingness, cooperation, and value to the Village.

All employees' performance and salaries will be reviewed annually by the Village Manager and police department management. This review will be made on or before the employee's employment, or most recent promotion, anniversary date.

Longevity Pay. On November 1 of each year, officers with the requisite seniority and who are on the payroll that date shall receive a lump-sum payment separate and apart from their base pay. Such lump-sum distribution is part of the base pay for purposes of calculating overtime earnings or other benefits:

<u>Years of Service Completed</u>	<u>Longevity Pay</u>
10 through 14	\$600
15 through 19	\$700
20 years and over	\$800

Lateral Hires. Newly hired police officers who have been previously certified as a law enforcement officer shall be placed in a step commensurate with their years of service up to and including Step D. Such placement on the wage scale shall not positively impact the newly hired police officer's seniority for any purpose under the Agreement.

#### **ARTICLE XXXI - DURATION**

This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 P.M. on the 30th day of April, 2025.

It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no less than one hundred twenty (120) days prior to the date of expiration of this Agreement that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than fifteen (15) days after such notice unless otherwise mutually agreed. This Agreement shall remain in full force and effect during the period of negotiations unless either party notifies the other in writing with not less than ten (10) days' notice of its intent to terminate after April 30, 2025.

As a result of the implementation of the Enterprise Resource Planning System (ERP), the Village transitioned to a calendar fiscal year. If the Village so requests, the parties will agree to reopen this Agreement to discuss changes to effectuate the transition to a calendar fiscal year. The Village affirms that the bargaining unit members will not realize a reduction in benefits as a result of the transition to the new ERP system. If both sides cannot come to a mutual agreement within thirty (90) days of their first meeting, then either side has the right to utilize interest arbitration per Section 14 of the IPLRA.

Signed and entered into this 14th day June of 2022.

FRATERNAL ORDER OF POLICE  
LABOR COUNCIL

[Signature] 6/24/22  
Council Representative

[Signature] 06-24-2022  
Bargaining-Team Member

[Signature] 6/24/2022  
Bargaining Team Member

[Signature] 6-27-22  
Bargaining Team Member

VILLAGE OF HINSDALE

[Signature]  
President

[Signature] 7/27/22  
Village Manager

[Signature]  
Chief of Police

[Signature]  
Human Resources Director