



**AGREEMENT
BETWEEN
VILLAGE OF HOMEWOOD
AND
METROPOLITAN ALLIANCE OF
POLICE CHAPTER 622
HOMEWOOD SERGEANTS**

August 1, 2023 to April 30, 2028

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PREAMBLE

THIS AGREEMENT entered into by the VILLAGE OF HOMEWOOD, ILLINOIS (hereinafter referred to as the “Village” or the “Employer”) and the METROPOLITAN ALLIANCE OF POLICE, HOMEWOOD POLICE CHAPTER 622 (hereinafter referred to as the “Union”) is in recognition of the Union’s status as the exclusive representative of the Village’s full-time sworn police sergeants holding the rank of sergeant as described in Section 1.1 and has as its basic purpose the promotion of harmonious relations between the Employer 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 sergeants.

Therefore, in consideration of the mutual promises and Agreements contained in this Agreement, the Employer and the Union do mutually promise and agree as follows:

ARTICLE I RECOGNITION

Section 1.1 Recognition

The Village recognizes the Union as the sole and exclusive collective bargaining representative for all full-time sworn police sergeants holding the rank of sergeant but excluding all sworn peace officers not holding the rank of sergeant, any employee excluded from the definition of “peace officer” as defined in Section 3(k) of the Illinois Public Labor Relations Act, and all other management, supervisory, confidential and professional employees as defined by the Act, as amended.

Section 1.2 Gender

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

ARTICLE II UNION SECURITY AND RIGHTS

Section 2.1 Dues Check Off

While this Agreement is in effect, the Village will deduct from each paycheck the appropriate dollar amount of Union dues for each sergeant in the bargaining unit who has filed with the Village a voluntary, effective check off authorization. The fixed dollar amount to be deducted each paycheck, shall be equal to two (2) hours of straight time pay per sergeant per month, equalized over twenty-six (26) pay periods. The dues to be deducted may be changed once a year by the Union. If a sergeant’s check is less than the dues amount, the Village has no obligation to make the deduction.

A Union member desiring to revoke the dues check off may do so by providing written notice to the Village at any time during the thirty (30) day period prior to the annual anniversary date of the Agreement. Dues shall be placed in the mail to the Union by the 15th day of the month following deduction.

Section 2.2 Union Indemnification

The Union shall indemnify, defend and hold the Village 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 Village in complying with the provisions of this Article, provided that the Village does not initiate or prosecute such action. If an improper deduction is made and forwarded to the Union, the Union shall refund directly to the sergeant any such amount.

Section 2.3 Names and Work Classification

Within thirty (30) days of the date an employee is promoted to a bargaining unit position, the Village shall provide the Union notice of the following: the name, classification, rate of salary and the date the newly promoted sergeant will assume a bargaining unit position covered by this Agreement.

Section 2.4 Union Use of Bulletin Boards

The Village will make available space on a bulletin board for the posting of official Union notices of a non-political, non-inflammatory nature. The Union will limit the posting of Union notices to such bulletin board.

ARTICLE III LABOR MANAGEMENT MEETINGS

Section 3.1 Meeting Request

The Union and the Village agree that in the interest of efficient management and harmonious sergeant relations, that meetings be held if mutually agreed between the Union representatives and responsible administrative representatives of the Village. 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" and expressly providing the agenda for such meeting. Such meetings and locations, if mutually agreed upon, shall be limited to:

- (a) Discussion on the implementation and general administration of this Agreement;
- (b) A sharing of general information of interest to the parties including a discussion of unusual compensation for unusual work if requested; and/or
- (c) Notifying the Union of changes in conditions of employment contemplated by the Village which may affect sergeants.

Section 3.2 Content

It is expressly understood and agreed that such meeting 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 of this Agreement be carried on at such meetings.

Section 3.3 Attendance

Attendance at labor-management meetings shall be voluntary on the sergeant's part, and attendance during such meetings shall not be considered time worked for compensation purposes. Normally, three (3) persons from each side shall attend these meetings, schedules permitting.

ARTICLE IV MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its sergeants, including but not limited to the following: to plan, direct, control and determine all operations and services of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ sergeants; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; 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 evaluate sergeants for purposes other than merit pay; to discipline, suspend and discharge sergeants for just cause; to change or eliminate existing methods, equipment or facilities; and to carry out the mission of the Village 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 HOURS OF WORK AND OVERTIME

Section 5.1 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 5.2 Normal Workweek and Workdays

Except as provided elsewhere in this Agreement, the normal workweek (Sunday through Saturday) shall average forty (40) hours per Departmental calendar week resulting in 2,080 hour of work per year. Each sergeant will be allowed to take a paid thirty (30) minute meal break and a paid fifteen (15) minute meal break, which may be combined, during an eight (8) or more hour period of time actually worked. Vacation time or compensatory time taken during a shift does not count towards the eight (8) hours of time worked. If the meal breaks are taken prior to the vacation time or compensatory time, the thirty (30) minute meal break time will be charged against the vacation or compensatory time used during that shift. If a sergeant's meal break is interrupted by work duties, the sergeant shall forego the meal break, without additional compensation, if the workload does not permit a re-scheduled meal break. The parties recognize that the paid meal break may result in the Village having to implement an early car/late car system in order to avoid gaps in coverage on the street.

Section 5.3 Changes in Normal Workweek and Workdays

The normal shifts, workdays, and hours to which sergeants are assigned shall be stated on the quarterly departmental work schedule at least one (1) month in advance of the beginning of the quarter. Should it be necessary in the interest of efficient operations to establish schedules departing from the normal shift, workday or workweek, the Village will give at least twenty-four (24) hours' notice where practicable of such change to the individuals affected by such changes. The Village agrees that there shall be thirty (30) days' notice for any change in a sergeant's day off key.

Section 5.4 Changes in Shift Assignment

The shift to which a sergeant desires to be assigned shall be bid upon by seniority in September of the preceding year, except in the event such a bid shall result in a shift which possesses an unbalanced mixture of experience or necessary skills, the Chief shall have the right to balance the shift as considered appropriate.

In the event a sergeant rotates out of a specialty unit during mid-year, the sergeant will be assigned by seniority in accordance with the bid pick selected the preceding September. All rotations shall be scheduled to rotate on January 1 and sergeants rotating from such assignments on January 1 shall participate in the regular shift bid held the preceding September.

When manpower must be changed from one shift to another within the Patrol Division during a calendar year, the shift of the most junior sergeant in the Patrol Division will be changed to meet manpower requirements. If the change results in a second manpower shortage, the shift of the second most junior sergeant will be changed to accommodate the secondary shortage. The process for changing shifts shall continue in the same manner with the succeeding junior sergeant until no further manpower changes are required.

Section 5.5 Overtime Pay

Overtime at the rate of time and one-half (1-1/2) regular straight time hourly rate of pay shall be paid for all hours worked beyond the sergeant's regularly scheduled normal workday or duty shift, such pay to be calculated in fifteen (15) minute segments.

Section 5.6 Compensatory Time

In situations where it is determined to be in the best interest of the Village and mutually agreed by the Village and the affected sergeant, the Village shall grant compensatory time off in lieu of overtime payment at a time and one-half (1-1/2) rate. In such situations, compensatory time shall be granted at such times and in time blocks not less than one-quarter (.25) hour increments as are mutually agreed upon between the involved sergeant and supervisor, except on holidays; permission to utilize compensatory time shall not be unreasonably denied by the supervisor if the operating requirements will not be adversely affected.

The Village shall grant two (2) hours of compensatory time off when the shift falls below minimum staffing provided that the sergeant notifies his supervisor not less than forty-eight (48) hours before the start of the sergeant's shift. Such requests shall be granted only at the beginning

or end of the shift and will not be granted in the middle of the shift. The Village shall bring the shift to the minimum staffing level pursuant to Section 5.10 Planned Overtime for Patrol Shifts.

If two (2) or more sergeants submit requests for the use of compensatory time on the same shift on the same date, the sergeant with the most seniority shall be given preference. A maximum of one hundred twenty (120) hours can be accumulated.

Section 5.7 Court Time

Sergeants who would otherwise be off-duty shall be paid their overtime rate of pay for all hours worked when appearing in court on behalf of the Village in the capacity of a commissioned sergeant or when preparing for an off-duty court appearance when in the presence of a prosecuting attorney; off-duty lunch periods shall not be counted toward hours worked. Sergeants will be paid a minimum of three (3) hours for all off-duty court time worked outside regularly scheduled hours in a single day, or actual time spent, whichever is greater. These minimums shall include court preparation time.

Section 5.8 Call-Back Time

A sergeant called back to work after having left work shall receive a minimum of two (2) hours' pay at overtime rates unless the time extends to the regular work shift or unless the individual is called back to rectify his/her own error, at which time the two-hour minimum shall not apply. If called back to correct his/her own error, the sergeant will be paid at overtime rate for time actually spent. Any time a sergeant is held fifteen (15) minutes or more beyond the regular shift, the sergeant shall be paid at overtime rate for each full fifteen (15) minutes held over.

Section 5.9 Computation of Hourly Rate of Pay

For purposes of determining overtime compensation, a sergeant's salary shall be computed based on an annual work year of 2,080 hours and the sergeant's "salary" amount shall include educational pay if any.

Section 5.10 Overtime

Where it will not adversely affect the job or unduly add to the time of making work assignments, the Chief of Police, or designee(s), except under emergency circumstances, will assign overtime as described in the paragraph which follows. However, volunteers will not necessarily be selected for work in progress being performed by a specific sergeant. Also, specific sergeants may be selected for specific assignments based upon specific skills, ability and experience they may possess.

Section 5.11 Overtime Callout Procedure

Regular Overtime Call-Out to Cover a Full Shift Procedure

Time permitting and when a shift commander has been made aware of a manpower shortage at least one and one half (1 ½) hours in advance of the manpower shortage, the Village will attempt to contact those sergeants simultaneously, via cell phone, on the shift that the overtime is required, who are on their day(s) off. Sergeants will have twenty (20) minutes to respond to the

page and the most senior sergeant who accepts the overtime will be notified via cell phone that he/she will be assigned the overtime.

Should a sergeant not respond to an effort to be reached or decline the full shift overtime, the Village shall then, by seniority, attempt to contact those sergeants presently on duty, and request a holdover of four (4) hours. Sergeants will have twenty (20) minutes to respond to the page and the most senior sergeant who accepts the overtime will be notified via cell phone that he/she will be assigned to this overtime. When a sergeant is already working a full overtime shift, that sergeant will be last in eligibility, regardless of seniority, to work the additional holdover of four (4) hours of overtime. If a holdover cannot be obtained voluntarily, the Village may require, by reverse seniority, a sergeant to work the holdover time, not to exceed four (4) hours.

The Village will then attempt to contact simultaneously, via cell phone, those sergeants assigned to report for the next regular on-coming shift, by seniority, requesting an early report to duty four (4) hours. Sergeants will have twenty (20) minutes to respond to the page and the most senior sergeant who accepts the overtime will be notified via cell phone that he/she will be assigned to this overtime. When a sergeant is already scheduled to work a full overtime shift on the oncoming shift, that sergeant will be last in eligibility, regardless of seniority, to work the additional early report of four (4) hours overtime. If an early report cannot be gained voluntarily, the Village may require, by reverse seniority, of those contacted, a sergeant to work the early report, not to exceed (4) hours.

If overtime is not filled by those sergeants eligible during the time frame set, then one (1) “all call” text message via cell phone will be generated to all bargaining unit sergeants to fill the available overtime based on seniority. If no sergeant respond to the text message, the sergeant who has been held over from the previous shift will be required to work the full eight (8) hour shift.

Extra duty (not immediately following or preceding regular shift assignments – planned overtime).

The Village shall, time permitting, by seniority, attempt to contact those sergeant(s) who are on their regular day off on the day overtime is required, in order to obtain the required personnel on a voluntary basis

If no volunteers are obtained, reverse seniority shall be utilized to obtain the necessary sergeants.

Planned Overtime Procedure for Patrol Shifts Procedure

A staffing need shall be considered “planned overtime” when the Village becomes aware of a staffing shortage on a patrol shift forty-eight (48) or more hours in advance of said shift and determines that overtime will be required to fill the shortage. In such circumstances the following procedure shall be employed to fill the shortage:

Planned Overtime Callout Procedure

The Watch Commander in charge of the shift on which there is a need to fill a shift assignment shall notify sergeants eligible for the planned overtime through personal contact by telephone, text, or face to face conversation. Sergeants shall not be restricted to respond to said notification within a period of time (i.e., twenty (20) minute rule is NOT applicable), except that any sergeant willing to accept the planned overtime must notify the Watch Commander within forty-eight (48) or more hours in advance of said shift.

The Watch Commander shall schedule the sergeant(s) accepting the planned overtime and shall document which sergeant(s) decline the planned overtime or do not respond to the notification on the “Overtime Callout Sheet”.

If not enough sergeants accept the planned overtime within forty-eight (48) or more hours in advance of said shift, the regular overtime callout procedures shall be followed to staff the shortage.

Planned Overtime for Special Assignment Procedure

When the Village becomes aware of a staffing need for a special assignment, the Village shall post the staffing need in a manner similar to a detail assignment as follows:

The Planned Overtime Callout Sheet shall be posted on the detail board with a deadline date by which sergeants must voluntarily sign up for the special assignment.

Selection of sergeants to work the special assignment shall be determined by seniority of those sergeants who sign up.

If the need for overtime arises less than forty-eight (48) hours before the assignment is to be worked, then the overtime assignment will be posted on a first-come-first serve basis and the overtime will be announced with a page/text to all collective bargaining unit members.

Sergeants scheduled to work during the hours of the special assignment who are interested in working the special assignment must write their initials in the appropriate location on the Planned Overtime Callout sheet. In the event sergeants selected to work special assignments are unable to do so after being selected, the vacancy shall be filled with those who earlier initialed the sheet in order of seniority.

Overtime Callout Eligibility

Sergeants attending training or who are working on an administrative assignment are not eligible to fill a shift staffing shortage and will not be selected if they respond to an overtime callout to fill a shift when the staffing shortage is on the shift immediately preceding or immediately following the training class or the administrative assignment.

Instructor Assignment Procedure

When the Village becomes aware of an overtime staffing need for any type of instructor within the Homewood Police Department, the assignment shall be offered to sergeants presently qualified to conduct the instruction needed based on seniority, except that sergeants who have a history of poor performance, poor attitude, disciplinary action, or other characteristics that would have an adverse impact on the sergeants being instructed may not be offered the assignment regardless of seniority. If the sergeant selected to conduct the instruction is unable or unwilling to do so, it will be the sergeant's obligation to find a qualified replacement based on seniority and with the approval of the Deputy Chief responsible for the training function.

Supplemental Staffing Callout Procedure

Staffing needed for the purpose of supplementing or exceeding the minimum staffing level of a shift shall be posted forty-eight (48) hours or more in advance of the shift in question. The most senior sergeant(s) who signed up shall be granted the assignment.

Time of Callout Notification

There shall be no restrictions on the time of day that overtime callout pages/text messages are sent.

Callout Correction Procedure

Errors made during an overtime call out procedure shall be corrected by sending one or more corrected callout text messages via cell phone to all affected sergeants. If more than one (1) text message is sent to correct the error, the last and final text message shall serve as the correct and official record of which sergeants were sent the text message, what time the text message was sent, and for calculating the period of time in which sergeants must respond to the notification. If the Village makes an error and skips over the next eligible sergeant for overtime assignment, that sergeant will be assigned overtime in the equivalent amount. This will not be used to supplement existing shift operations.

Resolving Staffing Shortages

If shift staffing falls below minimum staffing levels and a staffing shortage remains one (1) "all call" page will be sent to all sergeants. If no sergeants accept the overtime, the sergeant who has been held over from the previous shift will be ordered to work the full eight-hour shift.

Whenever a sergeant declines voluntary overtime on the basis of fatigue or illness, and pursuant to the requirements of this Article, it becomes necessary to order that sergeant to work required overtime, the Chief or his designee may, at his discretion after agreeing with the sergeant's

reasons for declining the overtime, order the next sergeant, on a reverse seniority basis, to work, who has not also declined the overtime on the same basis. This is to ensure that sergeants will not be ordered to work overtime when they are, in the opinion of the Chief or his designee, already or soon to be unduly overworked and therefore too fatigued to perform their assigned work properly. Decisions to order other than the least senior sergeant to work overtime shall be documented. However, decisions to order other than the least senior sergeant to work overtime as provided for above are totally at the discretion of the Chief or his designee and will not be subject to challenge under the grievance procedure of this Agreement. Concerns relating to a possible violation of the intent of this discretionary power may be considered at a labor/management meeting.

Detail opportunities will be communicated to eligible sergeants through a posting on the detail board and via email for voluntary viewing while off-duty.

Section 5.12 Field Training Compensation

Any sergeant who is assigned to perform the regular duties of a Field Training Sergeant, for an entire shift, shall receive a total premium payment equal to one (1) hour of the sergeant's regular overtime hourly rate of pay for the performance of such work. 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 VI GRIEVANCE PROCEDURE

Section 6.1 Definition

A "grievance" is defined as a dispute or difference of opinion raised by a sergeant or the Union against the Village involving an alleged violation of an express provision of this Agreement, except that any dispute or difference of opinion concerning a matter or issue, other than disciplinary matters or issues, subject to the jurisdiction of the Homewood Fire and Police Commission shall not be considered a grievance under this Agreement. Disciplinary matters may be grieved according to the procedures contained in Article XX of this Agreement.

Section 6.2 Procedure

Recognizing that grievances should be raised and settled promptly, a grievance must be raised within seven (7) calendar days as provided in Step 1 below. A grievance may be initiated by a steward, an aggrieved sergeant, or the Union on behalf of a group of sergeants a "class" grievance). Grievances regarding discipline imposed by the Chief (or authorized designee) will be filed at Step 4. A grievance shall be processed as follows:

Step 1:

Any sergeant and/or Steward who has a grievance shall submit the grievance in writing to the sergeant's Division Deputy Chief, specifically indicating that the matter is a "grievance" under this Agreement. The grievance shall contain a general statement of the 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 seven (7) calendar days from the date of the occurrence of the matter giving rise to the grievance or within seven (7) calendar days after the sergeant, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The immediate supervisor shall render a written response to the grievant within seven (7) calendar days after the grievance is presented or at a mutually agreed upon time between the sergeant and his supervisor within seven (7) calendar days.

Step 2:

If the grievance is not settled at Step 1 and the sergeant, 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 Police Chief within seven (7) calendar days of receipt of the answer in Step 1. 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 Police Chief or his designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within seven (7) calendar days with the grievant and an authorized Union representative if one is requested by the sergeant at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Police Chief or designee shall provide a written answer to the grievant, or to the Union if a Union grievance, within seven (7) calendar days following their meeting.

Step 3:

If the grievance is not settled at Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the Village Manager within seven (7) calendar days after receipt of the Village's answer in Step 2. Thereafter, the Village Manager or his designee and the Police Chief or other appropriate individual(s) as desired by the Village Manager, shall meet with the grievant, the Steward involved and an outside, non-sergeant representative of the Union within seven (7) calendar days of receipt of the Union's appeal, if at all possible. If no agreement is reached, the Village Manager or designee shall submit a written answer to the Union within seven (7) calendar days following the meeting.

Step 4:

If the Grievance is not settled at Step 3, the dispute shall be submitted to mediation through the Federal Mediation and Conciliation Service (FMCS). The Village and the Union shall voluntarily submit a mutual request within seven (7) days after denial of the grievance in Step 3. Both parties shall attempt to reach a mediated agreement to resolve the dispute. This Step 4 mediation process may be waived by mutual agreement of the Parties.

Section 6.3 Grievance Arbitration

If the grievance is not settled at Step 3 or 4 and the Union wishes to appeal the grievance, the Union may refer the grievance to arbitration, as described below, within ten (10) calendar days of receipt of the Village's written answer as provided to the Union at Step 3 or within ten (10) calendar days after unsuccessfully reaching a mediated agreement at Step 4 (unless waived by mutual agreement):

The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said seven (7) day period, the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of seven (7) arbitrators all of whom shall be members of the National Academy of Arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. A "coin toss" shall determine the order of striking of names from the arbitration panel. The winner of the coin toss shall have the choice of taking the first or second turn in the striking sequence. Both the Village and the Union shall strike names alternately. The person remaining on the arbitration panel shall be the arbitrator.

The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Village representatives.

The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union retain the right to employ legal counsel.

The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.

More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

The fees and expenses of the arbitrator and the cost of a written transcript, if mutually agreed to, shall be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 6.4 Interest Arbitration

For interest arbitration only, the procedures of the ILRB shall be followed, except that the panel of arbitrators shall be provided by FMCS and not AAA, all of whom shall be members of the National Academy of Arbitrators residing in the state of Illinois, Indiana, or Wisconsin.

Section 6.5 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 be empowered to determine the issue raised by the grievance as submitted in writing at Step 2 (except merit pay grievances which begin at Step 4). The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. Any decision or award of the arbitrator rendered within the limitations of this Section 6.5 shall be final and binding upon the Village, the Union and the sergeants covered by this Agreement.

Section 6.6 Time Limit for Filing

If a grievance is not presented by the sergeant or the Union within the time limits set forth above, it shall be considered "waived" and may not be further pursued by the sergeant 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 Village's last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limit, the aggrieved sergeant and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

ARTICLE VII NO STRIKE – NO LOCKOUT

Section 7.1 No Strike

Neither the Union nor any of its sergeants or agents, or members of the bargaining unit, will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work to the rule situations, mass resignations, mass absenteeism, picketing or any other intentional interruption or disruption of the operations of the Village. Any or all sergeants who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. 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 7.2 No Lockout

The Village will not lockout any employees during the term of this Agreement as a result of an actual labor dispute with the Union.

Section 7.3 Penalty

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 7.4 Judicial Restraint

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

ARTICLE VIII HOLIDAYS

Section 8.1 Holidays

The following days shall be designated as paid holidays for all sergeants:

- New Year's Day
- Martin Luther King Jr. Day

- President's Day
- Easter Sunday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving Day
- Christmas Eve
- Christmas Day

The exact date to be observed for a holiday shall be as determined pursuant to the terms of 205 ILCS 630/17.

Section 8.2 Holiday Pay and Work Requirements

Sergeants shall receive eight (8) hours' pay in addition to their regular pay rate for each holiday. Sergeants who actually work on a holiday shall be paid at two (2) times their regular pay rate for all hours actually worked. Sergeants may use up to two (2) hours compensatory time, as provided for in Section 5.6 of this Agreement, to complete their regular work shift on a holiday as listed in Section 8.1 of this Agreement and still receive pay at the rate of two (2) times their regular pay rate for the compensatory time used.

Unless on otherwise excused leave status, an employee who fails to work a full shift on the day before or after a holiday when scheduled may be required to demonstrate proof of a valid reason for the absence when requested by the Chief or designee.

Section 8.3 Detective Holiday Pay

Detective Sergeants shall continue to receive holiday time off with no loss of pay for recognized holidays that fall on a regular scheduled workday.

ARTICLE IX LAYOFF AND RECALL

Section 9.1 Layoff

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

Except in an emergency, no layoff will occur without at least twenty-one (21) calendar days notification to the Union and the affected sergeants. The Village agrees to consult the Union, upon request, and afford the Union an opportunity to propose alternatives to the layoff for discussion, though such discussion shall not be used as a reason to delay the layoff. The Village further agrees that it will not change the duties of auxiliary sergeants or pay part-time sergeants to perform the regular duties of any bargaining unit member who is on layoff.

Section 9.2 Recall

Any sergeant who has been laid off shall be placed on the appropriate reinstatement list for three (3) years and shall be recalled on the basis of seniority in the Police Department, as provided in this Agreement, prior to any new sergeants being hired, subject to the remaining provisions of this Section 9.2.

Notice of recall shall be sent to the sergeant by certified or registered mail with a copy to Metropolitan Alliance of Police. The sergeant must notify the Police Chief or his designee of his intention to return to work within three (3) workdays after receiving notice of recall and shall be given fourteen (14) calendar days after receipt of notice of recall to make arrangements to return to work. The Village 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 sergeant, it being the obligation and responsibility of the sergeant to provide the Police Chief or his designee with his latest mailing address. If a sergeant who has not received actual notice fails to timely respond to a recall notice, his name shall be placed at the bottom of the recall list for the first failure and shall be eliminated for any subsequent failure to respond. If a sergeant who has received actual notice of his recall fails to timely respond, his name shall be removed from the recall list.

ARTICLE X VACATIONS

Section 10.1 Eligibility and Allowance

All sergeants shall become eligible for vacation in accordance with the schedule listed below:

Years of continuous service completed	Vacation hours
1 year	80
2 years	88
3 years	104
4 years	112
5 years	120
6 years	136
7 years	144
8 years	152
9 years	160
10 years	168
11 years	176
12 years	184
13 years	192
14 years	200
15 plus years	240

Sergeants shall receive their annual vacation leave allowances in advance on their anniversary date of employment. If a sergeant separates from employment before completing the year for which he has received a vacation leave accrual, his vacation leave accrual shall be reduced by 1/12 for each month or portion of a month not worked. In the event such reduction results in a negative vacation leave balance, the difference will be deducted from the sergeant's final paycheck. If a sergeant is compensated for less than one hundred twenty (120) hours of work in a month, his vacation leave accrual shall be reduced by 1/12.

Section 10.2 Vacation Pay

The rate of vacation pay shall be the sergeant's regular straight-time rate of pay in effect for the sergeant's regular job classification on the payday immediately preceding the sergeant's vacation. Sergeants may request their vacation pay no later than three (3) days prior to the start of a vacation period exceeding five (5) days.

Section 10.3 Scheduling and Accrual

Sergeants shall be awarded vacation time by the Village in accordance with Village service needs and, if practical, the sergeant's desires. Subject to the preceding sentence, vacation requests for the period beginning January 1st shall be received by October 1st in any calendar year. Vacation selection shall occur as follows:

More than one (1) bargaining unit sergeant per shift per day may be scheduled for vacation with the written permission of the Chief or his designee.

Initial vacation selections shall be made by seniority order. Up to two (2) weeks' vacation may be selected, and selections must be in one-week increments.

Once all bargaining unit members have made those initial selections, then a second round of vacation selections shall occur as described above. A third round of selection shall thereafter occur for those sergeants who have more than four (4) weeks' vacation.

After all weekly selections have been made as described above, sergeants may, on a seniority basis, by November 1st, select any remaining individual one-day (8-hour) vacations with the approval of the Chief or his designee. Thereafter, one-day (8-hour) selections may be made on a first-come - first served basis with the approval of the Chief or his designee. The Village further agrees that one (1) sergeant per shift will be allowed to utilize a one-day (8-hour) vacation or eight (8) hours of compensatory time per shift when staffing falls to one (1) below the set minimum staffing level, if such request is made at least forty-eight (48) hours in advance.

Vacation selections may be modified upon written request to the Chief or his designee upon thirty (30) days' notice prior to the requested vacation date.

Sergeants will be required to take vacation days within two (2) years from the date they are accrued. The Village shall grant vacation leave requests in an increment not less than a two (2) consecutive hour block of time.

Section 10.4 Emergencies

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

ARTICLE XI SICK LEAVE

Section 11.1 Purpose

Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses or medical needs 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 health of the employee or fellow employees for them to work while sick. To the extent permitted by law, sick employees are expected to utilize sick leave only when medically necessary for illness and/or injury, visiting their doctor (when it cannot reasonably be scheduled outside the workday) or acting pursuant to reasonable instructions for care or caring for a sick member of the immediate family (as defined in Section 11.2 below).

Section 11.2 Allowance

Any sergeant contracting or incurring any non-service-connected sickness or disability, or if such sickness or disability occurs involving an individual of the sergeant in the sergeant's immediate family (defined as an employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent) the sergeant may use accrued sick leave with pay pursuant to the remaining terms of this Article.

Section 11.3 Days Earned in Accumulation

Sergeants shall accrue one (1) day of sick leave for each full month of service worked. Sick leave shall be earned by a sergeant for any month in which the sergeant is compensated for more than eighty (80) hours of work. Sick leave cannot be taken before it is actually earned.

Section 11.4 Notification

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

Section 11.5 Medical Examination

The Village may, at its discretion and expense, require sergeant to submit a physician's verification of illness from a physician designated by the Village. If the sergeant is using sick leave

for a family member who is sick (or has a medical appointment), the Employer may require a doctor's verification of the illness or appointment. In all circumstances, a physician's verification of the need to take time off will be required when a sergeant is absent for four (4) or more consecutive workdays due to an illness of a sergeant or a family member, except if the absence is due to a highly contagious disease and proper notice of the absence is provided by the sergeant to their supervisor. If a sergeant is diagnosed with a highly contagious disease, a physician's verification that the sergeant is no longer contagious and confirmation that the sergeant is cleared to return to work will be required in all instances and for any period of time the sergeant is absent. Such verifications must be provided upon the sergeant's return to work. All verifications required by this Article shall be on a form prescribed by the Village.

Section 11.6 Sick Leave Utilization and Buy-Back

Sick leave shall be used in no less of an increment than one (1) hour. Any sergeant discharged for just cause forfeits all sick leave accrued benefits and unused sick leave is not subject to buy back at the end of the calendar year.

Section 11.7 Non-use of Sick Leave Bonus

Any sergeant who in the previous full calendar year of full-time employment with the Village has used zero (0) sick leave days shall receive one (1) additional day off with pay. The day off with pay shall be taken within one year after the day off is earned and with the approval of the Chief of Police.

Section 11.8 Catastrophic Sick Leave Bank

Any sergeant may participate in the Catastrophic Sick Leave Bank policy attached as Appendix D on a voluntary basis.

Section 11.9 Retirement Health Savings Plan Sick Leave Contribution

The Village shall offer a Retirement Health Savings Plan through the Mission Square Retirement Corporation beginning on a date within a reasonable period of time after the Ratification Date of this Agreement through April 30, 2028. Participation in the RHS is mandatory for all employees. The Village shall annually contribute, on a calendar year basis, a portion of the employee's unused sick leave from the most recently concluded year, as follows:

Unused Sick Hours As of December 31	Approximate Percent Contribution	Hours Contributed
Less than 48	0%	0
48-55	20%	10
56-63	20%	11
64-71	20%	13
72-79	20%	14
80-87	30%	24
88-95	40%	35
96	50%	48

The monetary value of the sick leave hours contributed shall be the product of the number of hours contributed from the table above and the employee's hourly rate of pay as of December 31 of the calendar year for which the unused sick leave balance is determined. The hours of unused sick leave contributed to an employee's RHS account shall be deducted from the employee's sick leave balance as of December 31 for such year. The Village shall deposit said contribution into the employee's RHS account no later than January 31 of the following year. Hours contributed shall be in whole hours as listed in the table above. The Village shall not contribute partial, fractional or prorated hours.

As a condition to any contribution of unused sick leave hours, employees must attain and maintain a balance of one hundred sixty (160) hours of sick leave at all times. The Village shall not contribute any unused sick leave into an employee's RHS account if the employee's sick leave balance is one hundred sixty (160) hours or less as of December 31 or if the amount of the allowable contribution for the calendar year would reduce the employee's sick leave balance to an amount which is at or below one hundred sixty (160) hours as of December 31. The Village shall not contribute any portion of unused hours from the table above which would reduce the total down to one hundred sixty (160) hours; rather, the Village will make the contribution of only the total hours from the table above where the balance left would be equal to or in excess of one hundred (160) hours. No partial hours from the table above shall be contributed at any time.

When an employee retires from the Village the monetary value of his unused sick leave hours to be contributed shall include the sick leave hours actually earned less the hours actually used between January 1 and the date of the employee's last day of work. Unused sick leave contributions shall be based on the table above without any proration for partial year employment and shall be deposited into the employee's RHS account no later than thirty (30) days after the employee's last day of work. The hours of unused sick leave contributed to an employee's RHS account shall be deducted from the employee's sick leave balance.

Upon retirement from the Village, with twenty (20) years of service and aged fifty (50) or older, the Village shall contribute the retiring employee's unused sick leave balance in an amount not to exceed four hundred (400) hours into the employee's RHS account, or paid out to the employee, no later than thirty (30) days after the employee's last day of work. The amount of unused sick leave contributed shall be calculated after any partial year contributions have been deducted from the employee's sick leave balance as provided for in the preceding paragraph. Retired employees can be reimbursed from their RHS account for all qualifying medical expenses as defined in Internal Revenue Code Section 213.

After December 31, 2019 the Village shall evaluate the cost effectiveness of the RHS plan. If the Village determines that the RHS plan is cost effective, the plan shall remain in effect. If the Village determines that the program has not been cost effective, the Village shall not continue to make deposits into employees' RHS accounts and the Village and Union shall meet to attempt to reach agreement to redesign the plan. Any plan redesign agreed to by both parties shall take effect as of January 1, 2020. Nothing in this Section requires the Village to continue making contributions to the plan beyond December 31, 2019 if the parties are not able to reach agreement on a plan redesign that makes the plan cost effective in the determination of the Village.

Section 11.10 Paid Leave Time Waiver

The Village and the Union agree that the terms and provisions of paid time off available in this Agreement meet and exceed the requirements of the State and County paid leave laws and therefore any conflicting provisions are waived by mutual agreement.

ARTICLE XII ADDITIONAL LEAVES OF ABSENCE

Section 12.1 Discretionary Leaves

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

Section 12.2 Application for Leave

Any request for a leave of absence shall be submitted in writing via Department memorandum or by email, by the sergeant to the Police Chief or his designee as far in advance as practicable. The request shall state the reason for the leave of absence with supporting documentations (when based on medical need) and the approximate length of time off the sergeant desires. Authorization for leave of absence shall, if granted, be furnished to the sergeant by his immediate supervisor and it shall be in writing.

The sergeant must be reasonably expected to return to work within a reasonable period of time in order to be considered for a leave of absence, except as required by law.

Section 12.3 Military Leave

A sergeant who requires leave from employment for purposes of military service shall be entitled to compensation, benefits, restoration rights, and other rights as provided by applicable federal and/or state statute (e.g., ISERRA and USERRA).

Section 12.4 Jury Leave

Sergeants covered by this Agreement who are required to serve on a jury or are called for jury duty on days they are scheduled to work shall sign their jury duty checks over to the Village, excluding any payments for incidental expenses such as travel, meals, and parking. The Village shall compensate such sergeants, at their regular rate of pay, for the regularly scheduled workday (up to 8 hours per day). Sergeants who serve on a jury or are called for jury duty for less than their regularly scheduled work day in a given day may be excused from further work for the Village that day at the discretion of the Chief of Police or his designee(s) after considering the actual number of hours the sergeant spent on jury duty that day and the sergeant's work schedule.

Section 12.5 Paid Funeral Leave

In the event of death in the immediate family (defined as the sergeant's legal spouse, domestic partner, children, stepchildren, adopted children, parents, brothers, sisters, grandparents,

grandchildren, parents-in-law, brothers-in-law, sisters-in-law, step brothers, step sisters, and step-parents) an sergeant shall be granted up to three (3) consecutive workdays off work (up to 8 hours per day) if the sergeant was normally scheduled to work those days to attend the funeral or memorial service if the sergeant attends the funeral. Leave beyond such three (3) days may, upon approval of the Police Chief or his designee, be extended on a day-to-day basis if charged to the sergeant's sick leave accrual account.

The days must be taken within the timeframe specified by the Illinois Family Bereavement Leave Act (FLBA) or at the discretion of the Chief of Police or designee.

In the event of a death in the sergeant's extended family (defined as the sergeant's or their spouse's aunts, uncles, nephews, nieces, cousins within the third degree of consanguinity (defined as "of the same blood or origin" or "descended from the same ancestor"), and the sergeant's spouse's grandparents), the sergeant may take a maximum of three (3) work days' funeral leave if the sergeant attends the funeral, which days shall be charged against the sergeant's sick leave account if the sergeant has that many days in the sergeant's account.

A sergeant shall provide satisfactory evidence of the death of a member of the immediate or extended family and the sergeant's attendance at the funeral if so requested by the Village. The sergeant may have the right to request additional unpaid leave to a maximum of five (5) consecutive days, subject to the Village's right to refuse such leave for operational or related business reasons.

The Village also complies with the Illinois Family Bereavement Leave Act for eligible sergeants with one year of service (and 1,250 hours worked during the preceding 12-month period) who seek to take additional unpaid time off pursuant to that Act for covered reasons.

Section 12.6 Leave for Illness or Injury

In the event an sergeant is unable to work by reason of illness, or injury (including those compensable under workers' compensation or PEDA), the Village may grant a leave of absence without pay during which time seniority shall not accrue for so long as the sergeant is unable to work, except that for a work-related injury compensable under workers' compensation, an sergeant shall accrue seniority for the first one (1) year of leave.

To qualify for such leave, the sergeant must report the illness or injury as soon as the illness or injury is known and thereafter furnish to the Chief of Police or his designee a physician's written statement showing the nature of the illness or injury and the estimated length of time that the sergeant will be unable to report for work, together with a written application for such leave. Thereafter, during such leave, the sergeant shall furnish a current report from the attending doctor at the end of every forty-five (45) day interval or at some other reasonable interval as determined by the Village and the sergeant.

Before returning from leave of absence for injury or illness, or during such leave, the sergeant at the discretion of the Village may be required to have a physical examination by a doctor designated by the Village to determine the sergeant's capacity to perform the essential job functions of the work assigned (with or without reasonable accommodation if disabled or experiencing a medical condition related to pregnancy or childbirth). A leave of absence for illness, non-job-

related injury or pregnancy will be granted with the sergeant having the option of using accrued sick leave or taking an otherwise unpaid leave of absence.

Section 12.7 Benefits While on Leave

Unless otherwise stated in this Article or otherwise required by law, length of service shall not accrue for a sergeant 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 sergeant returns to work on a pay status. Unless otherwise stated in this Article, and sergeant returning from leave will have his seniority continued after the period of his leave. Upon return the Village will place the sergeant in his or her previous job if the job is vacant; if not vacant, the sergeant will be placed in the first available opening in his classification or in a lower-rated classification according to the sergeant's seniority, where skill and ability to perform the work without additional training are relatively equal.

If, upon the expiration of a leave of absence and provided the sergeant is released to return to work, there is no work available for the sergeant or if the sergeant would have been laid off according to his seniority except for his leave, he shall go directly on layoff.

During the approved leave of absence or layoff under this Agreement, the sergeant shall be entitled to coverage under applicable group and life insurance plans to the extent provided in such plan(s), provided the sergeant makes arrangements for the change and arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the Village.

Section 12.8 Temporary Light Duty

The Chief of Police or designee may, at his discretion, offer or assign temporary light duty work with a physician's approval to an sergeant if the Chief determines there is meaningful work to be performed, the sergeant is qualified to perform such light duty work and the sergeant is unable to perform full duty responsibilities (essential job functions) because of injury or disability (including medical conditions related to pregnancy or childbirth). Sergeants assigned to approved light duty after sustaining a work-related injury shall be assigned based on the following guidelines:

When released to do so and provided work is available, Sergeants normally will be scheduled to work a light duty work assignment Monday through Friday, with weekends and holidays scheduled off. While on temporary light duty status, Sergeants will normally be assigned to workday or afternoon shift when work is available on those shifts.

Schedule restrictions or schedule notification requirements in this Agreement and specifically in Article VI, shall not apply when scheduling light duty work. However, the Village will attempt to notify the Sergeant at least forty-eight (48) hours in advance of a change of his scheduled workday while on light duty work assignment. Light duty work assignments are temporary in nature and the Village does not provide permanent light duty work assignments. A light duty work assignment request may be denied where a sergeant is not reasonably expected to return to their normal job within a reasonable period of time. There is nothing in this Section 12.8

that requires the Village to create temporary light duty work assignments where there is no need to have the work performed.

Section 12.9 Non-Employment Elsewhere

A leave of absence will not be granted to enable a sergeant to try for or accept employment elsewhere or for self-employment. Sergeants who engage in employment (including self-employment with or without compensation) elsewhere during such leave may immediately be terminated by the Village.

Section 12.10 Line of Duty Injury

The parties agree that nothing in this Agreement shall supersede the provisions of the Illinois Workers' Compensation Act, 820 ILCS 305/1, et seq.

Section 12.11 Family and Medical Leave

Sergeants shall be covered by the Village's Family and Medical Leave Policy that is then in effect, including revisions thereto that are adopted by the Village Board as applicable to other Village sergeants. A copy of this policy is attached to this Agreement as Appendix C. In the event this policy conflicts with the Family and Medical Leave Act of 1993, as amended, the Family and Medical Leave Act of 1993 shall govern. **See Appendix H.**

ARTICLE XIII TUITION REFUND PROGRAM

Section 13.1 Tuition Reimbursement Program

When a full-time sergeant is enrolled in an accredited university, college or adult education program and the course and/or degree program being undertaken is related to his duties with the Village, the following tuition reimbursement plan shall apply when prior written approval for such reimbursement has been received from the Department Head and the Village Manager.

Section 13.2 Payment

The Village shall, upon receiving a payment receipt consistent with the requirements of Section 13.1, reimburse the sergeant one hundred percent (100%) contingent upon a grade of "B" or better. There shall be no reimbursement for grades below "B". The Village shall also pay fifty percent (50%) of the cost for all books required for such course work contingent upon the sergeant receiving a grade of "B" or better. The maximum reimbursement a sergeant may receive during his employment with the Village shall not exceed fifteen thousand dollars (\$15,000). The Village will budget ten thousand dollars (\$10,000) per year for this program. The Village will not reimburse sergeants seeking degrees higher than a Master's Degree.

Sergeants who leave the employment of the Village within three (3) years of having received a tuition reimbursement check shall be obligated to pay back to the Village the amount of such reimbursement.

Section 13.3 Courses During Working Hours

The Village Manager may, in his discretion, grant a sergeant time off from work to attend a school course during working hours. A request for time off must be in writing and will not be considered unless it is shown that it is necessary to take the course during regular working hours and that the course(s) will not cause a manpower shortage or detract from the sergeant's work. If the Village Manager grants the requested time off, the sergeant may be required to compensate the Village for any such time off taken.

ARTICLE XIV WAGES

Section 14.1 Wage Schedule

Sergeants shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix A. The wage schedule attached as Appendix A shall be considered part of this Agreement.

Section 14.2 Longevity Pay

All sergeants will receive longevity pay on the following schedule:

<u>Length of Continuous Service</u>	<u>Amount</u>
At least 6 years, but less than 10	\$800
At least 10 years, but less than 15	\$1,100
At least 15 years, but less than 19 years	\$1,500
Over 19 years	\$2,000

Longevity payments shall be paid out in the first paycheck in December of each year to all sergeants who have completed the required service time.

Section 14.3 Merit Pay

The Village may award merit pay increases (i.e., step advancement(s) on Appendix A) to sergeants who have performed satisfactorily as reasonably determined by the Village at least annually. The failure to award a merit pay increase shall be accompanied by a written explanation to the sergeant. Any grievance involving merit pay shall begin at Step 4 of the grievance procedure where the issue presented to an arbitrator is whether the denial of a merit pay adjustment is arbitrary or capricious.

Section 14.4 Responder Compensation

The Village may, at its discretion, require sergeants assigned to the Investigation Division to carry a cell phone on nights, weekends, and holidays for the purpose of allowing the Village to contact those sergeants to report for unscheduled work. Any sergeant assigned to the investigation division who is directed to carry a cell phone over a weekend shall receive the equivalent of five (5) hours of overtime pay as responder compensation for that weekend for carrying the cell phone.

No responder compensation shall be due for nights, holidays, or where the sergeant doesn't carry the cell phone for the entire weekend. Actual hours worked in response to a call shall be compensated as provided for in this Agreement.

The Parties agree that any enhancements to the Police Chapter 621 Responder Compensation will be applicable to all sergeants covered by this Agreement. Can we incorporate the terms here or as a side letter?

Section 14.5 Employee Health Savings Plan Contributions

The Village will contribute from each paycheck three percent (3%) of the salary, excluding overtime compensation, to an account in the Employee Health Savings Plan for each sergeant in the bargaining unit who is eligible for participation in the Employee Health Savings Plan as identified in Section 11.9 and 20.15 of this Agreement. The annual rates of salary set forth in Appendix A of this Agreement are reduced by an equivalent amount of three percent (3%), to make those contributions non-taxable to eligible sergeants.

ARTICLE XV UNIFORM ALLOWANCE

Section 15.1 Uniforms upon Promotion

Uniforms shall be supplied by the Village to newly promoted sergeants upon promotion as specified in Administrative Order -- Quartermaster System – Promotion Purchases. However, newly promoted sergeants will be required to purchase their own approved duty weapon. Sergeants shall be responsible for properly cleaning and maintaining their uniform items.

Section 15.2 Uniform Replacement

The Village will provide necessary and required uniforms to all existing sergeants as described below at no expense to sergeants. Sergeants shall be responsible for properly cleaning and maintaining their uniform items.

The Village shall provide a quartermaster system for use by sergeants to replace worn or damaged uniform items and weapons, and to purchase new items in an amount not to exceed one thousand twelve hundred fifty dollars (\$1,250.00) per sergeant per fiscal year. It is understood that the sergeant has discretion in how to use the funds provided that the sergeant is in compliance with the Village's applicable SOP's regarding uniforms and appearance guidelines. Any sergeant also may use the uniform allowance to purchase written department promotional materials or any items that are required for wear/use while on duty, including court and training. The purchase of an authorized weapon through the quartermaster system must be pre-approved by the Deputy Chief of Operations and shall not be approved for more than one weapon during each two calendar year period (available in alternating calendar years). The sergeant also has the discretion to be reimbursed for items purchased out of pocket that are not available from an approved vendor provided that the items purchased are in compliance with the Village's applicable SOP's regarding uniforms and appearance guidelines. Quartermaster funds do not carry over from year to year.

Uniform items purchased must be selected from the uniform specification sheet approved by the Village and must be purchased from an approved vendor. Items purchased that are not on the approved specification sheet will not be paid for by the Village and will become the responsibility of the sergeant that purchased the item(s). The sergeant must submit to the Village a valid original receipt(s) for the items purchased within seven (7) business days of said purchase.

If a sergeant reaches his one thousand dollar (\$1,000) annual uniform amount and needs additional uniform replacement, said replacement shall be at the sergeant's expense.

ARTICLE XVI INSURANCE

Section 16.1 Coverage

The Village shall continue to try to make available to non-retired sergeants and their dependents substantially similar group health and hospitalization insurance, and life insurance coverage and benefits as existed prior to the signing of this Agreement. In the event the Village is unable to provide substantially similar group health and hospitalization insurance, the parties agree to re-open Section 16.1. Further, the Village will try to make available to sergeants who are under the age of sixty-five (65) and who retire during the life of this Agreement, individual and dependent coverage (where the dependent(s) are under the age of sixty-five (65)) at group rates, with such premiums to be paid by the retired sergeants, for the life of this Agreement.

Sergeants who retire with a minimum of twenty (20) years' full-time service to the village and who are at least fifty (50) years of age and less than sixty-five (65) years of age, and their dependents who are under age sixty-five (65), can remain as participants in the Village's health insurance plan. The Village shall pay the same portion of that retiree's insurance premium as they do for other Village sergeants. Sergeants who retire with a minimum of twenty (20) years' full-time service to the village but who are not at least fifty (50) years of age at the time of their retirement, and their dependents who are under age sixty-five (65), can remain as participants in the Village's health insurance plan provided the retiree is not eligible for insurance by some other employer or covered by a federal or state government health plan and provided the village's health insurance plan allows such participation. Such retiree shall pay one hundred percent (100%) of the premiums for as long as he is eligible to participate in the group insurance. Dependents of deceased retirees can remain covered to the extent required by applicable federal law. Arrangements for reimbursement of premiums to the Village should be made with the Finance Director. The Village reserves the right to change insurance carriers or benefit levels or to self-insure as it deems appropriate, so long as the new coverage and benefits are substantially similar to those which predated this Agreement.

All full-time sergeants hired after May 1, 1996 will be responsible for payment of 100% of premium for both individual and dependent health and hospitalization insurance coverage under the Village's group policy, upon fulfillment of the terms of retirement as outlined in Section 17.1 of this Agreement.

Section 16.2 Cost

The Village will pay eighty percent (80%) of the cost of the premiums for full-time sergeants' group health and hospitalization insurance and the sergeant will contribute twenty percent (20%) of the premium through a payroll deduction.

Section 16.3 Cost Containment

The Village 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. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 16.4 Life Insurance

The Village shall provide, at no cost to the sergeant, life insurance coverage in the amount of fifty thousand dollars (\$50,000) or one year's base salary, whichever is greater up to a maximum of one hundred thousand dollars (\$100,000).

Section 16.5 Line of Duty Death Benefit

The family of a sergeant whose death is the result of action taken within the line of duty shall be entitled to a funeral death benefit in the amount of seven thousand five hundred dollars (\$7,500).

Section 16.6 Health Insurance Opt-Out Program

The Village of Homewood shall offer a program where eligible sergeants may voluntarily "opt out" of participation in the Village's group health insurance plan and the affected sergeant will receive a stipend in lieu of such participation. If those eligible sergeants can provide proof that they have alternate health coverage available to them through another source, the Village will deposit \$125 per paycheck (up to three thousand two hundred fifty dollars (\$3,250) annually) into the sergeant's 457 deferred compensation account as offered by the Village. The opt-out benefit is the same for all eligible sergeants regardless of current Village health plan participation status, and regardless of whether a sergeant carries single or family coverage. Medicare eligible employees and employees covered by the Village's insurance plan through a family member are not eligible to receive payment pursuant to this Opt Out Program.

To be eligible, sergeants must be an active full-time Village sergeant, must sign and submit an opt-out plan participation agreement, along with documented evidence from the administrator of another group health plan demonstrating that they have health insurance coverage outside of the Village, and the sergeant cannot also be a covered dependent on a Village Health Plan.

The Village will review this program on an annual basis in order to determine if it will be continued and the Village reserves the right to discontinue this program at any time. In the event of any conflict between any portion of this policy and the applicable law, the law will govern in all cases.

ARTICLE XVII IMPASSE RESOLUTION

Upon the expiration of this Agreement, or upon a proper reopener pursuant to Section 15.4, or other mid-term bargaining as provided in Articles XXII and XXIII, the remedies for the resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended (5 ILCS 315/14, as it existed on October 1, 1990).

ARTICLE XVIII DISCIPLINE

Section 18.1 Discipline

The Village may discipline sergeants only for just cause (sergeant with or without just cause). The parties agree that written warnings may be expunged from the sergeant's personnel file at the Chief's discretion.

The Chief of Police shall have the power and authority to impose such disciplinary actions as oral or written warnings and suspensions without pay up to five (5) shifts/workdays. Any disciplinary actions which the Chief may impose (or the filing of charges with the Board of Fire and Police Commission, when applicable) will commence within thirty (30) days of the Village's completion of its investigation concerning the violation.

A sergeant may request a status report of a disciplinary investigation pending against him every fifteen (15) days.

The parties agree that nothing in this Agreement shall supersede the provisions of the Uniform Peace Officers' Disciplinary Act, 50 ILCS 725/1, et. seq.

Section 18.2 Employee Election of Forum

The parties recognize that the Board of Fire and Police Commission of the Village of Homewood has certain statutory authority over sergeants covered by this Agreement as defined by the Illinois Municipal Code, 65 ILCS 5/10-2.1-1, et. seq. The Agreement is nevertheless intended to supplement the authority of the Fire and Police Commission by providing non-probationary sergeants with the right to choose between having a dispute as to disciplinary action resolved through the grievance/arbitration procedure of this Agreement (with the Union's consent) or by hearing conducted by the Board of Fire and Police Commission.

The filing of a notice with the Village by the Union to refer the grievance to arbitration, as described in Section 6.3, shall constitute notice of the sergeant's election to appeal the disciplinary dispute through the grievance arbitration procedure and to waive any hearing before the Board of Fire and Police Commission. Conversely, the failure to timely file such notice shall constitute a waiver of the grievance appeal and an election by the sergeant to have the dispute heard by the Board of Fire and Police Commission.

Following the pre-disciplinary meeting within seven (7) days, the Sergeant may file a grievance beginning at Step 4 of the grievance procedure. Should the grievance not be resolved at Step 4, the Union shall elect whether to proceed to arbitration or have the matter resolved by the

Board of Fire and Police Commissioners. If the matter is to be resolved via arbitration, the Employer may immediately impose discipline. If the Commission is selected, the Municipal Code and Rules of the Commission shall control imposition of discipline.

In the event of any conflicts between this procedure and any Village ordinances or the Board of Fire and Police Commission rules, the provisions of this Agreement shall take precedence.

The administration of discipline by the Village in other respects shall be carried out as stated in the sections which follow.

Section 18.3 Disciplinary Action

Disciplinary action (i.e., oral, or written reprimand, suspension, or discharge) may be imposed upon a post-probationary sergeant only for just cause.

Section 18.4 Pre-Disciplinary Meeting

Once a tentative decision to impose or recommend a suspension without pay, or a discharge, is reached by the Chief of Police, prior to implementing the intended disciplinary action, the Chief or his designee shall notify the Union and meet with the sergeant involved, and the sergeant's Union representative if requested by the sergeant. The Chief shall inform the sergeant of the reasons for such contemplated disciplinary action. The sergeant, and the Union representative if present, shall be given the opportunity to rebut or clarify the reasons for such discipline.

Section 18.5 Notification and Measure of Disciplinary Action

In the event disciplinary action of suspension is taken against a sergeant, the Department shall promptly furnish the sergeant a statement in writing that summarizes the reasons, therefore. The measure of discipline and the statement of reasons may be modified but not increased by the Village as a result of any grievance meetings. The previous sentence shall not preclude the Chief from initiating additional charges if new facts become known to the Employer, nor shall it affect the legal authority of the Village's Board of Fire and Police Commission.

ARTICLE XIX MISCELLANEOUS

Section 19.1 Non-Discrimination

Neither the Village nor the Union shall not discriminate against sergeants in a manner that would violate state or federal law, and employment-related decisions within the bargaining unit will be based on qualifications and predicted performance in a given position without regard to race, color, sex, religion, age or national origin of the sergeant, or any other status protected by law. Additionally, neither the Village nor the Union will discriminate against sergeants as a result of membership in the Union. Sergeants shall not be transferred, assigned, or reassigned for reasons prohibited by this Section, nor for reasons unrelated to performance, skill, ability, or the objective needs of the Department.

Any alleged violation of this Section 19.1 may be pursued through Step 4 of the Grievance Procedure only when a sergeant has a pending claim related to the same or similar issues in another forum or administrative agency.

Section 19.2 Union Business Leave

To the extent that there is no disruption of service, increase in costs or interference with operations, leaves of absence without pay shall with prior advance notice be granted annually a total of up to two (2) bargaining unit members for one day each or one bargaining unit member for two (2) days who are selected, delegated or appointed by the Union to attend Union meetings, conventions or educational conferences.

Section 19.3 Fitness Examinations

If there is a justifiable concern or other business reason to verify a sergeant's mental or physical fitness for duty or medical fitness to return to duty, the Village may require that the sergeant have an examination by a qualified and licensed physician or other appropriate medical professional selected and paid by the Village. The sergeant shall be furnished a copy of any medical report upon request.

Section 19.4 Take-Home Vehicles

On-call detective sergeant(s) and canine sergeant(s) will be provided with a vehicle, and the sergeant may use the vehicle on duty and while on-call within a fifty (50) mile radius of the Village Hall.

Section 19.5 Drug And Alcohol Testing

- (a) **Submit To Testing** The Village may require a sergeant to submit to a urine test where there is reasonable, individualized suspicion based on objective consideration of improper drug or alcohol use. The Village shall provide any sergeant who is ordered to submit to any such test with a preliminary written statement of the basis for the Village's reasonable suspicion prior to referring the sergeant to a testing facility.
- (b) **Laboratory Testing** The Village shall use only laboratories which are certified by the State of Illinois to perform drug and/or alcohol testing for such testing and shall be responsible for maintaining the identity and integrity of the sample. The passing of urine will not be directly witnessed unless there is reasonable suspicion to believe that the sergeant may tamper with the testing procedure. If the first test results in a positive finding based upon the cut-off standards utilized by the laboratory, a GC/MS confirmatory test shall be conducted. An initial positive screening test result shall not be submitted to the Village; only GC/MS confirmatory test results will be reported to the Village. The Village shall provide a sergeant with a copy of any test results which the Village receives with respect to such sergeant along with such other information as is required to assure the tests were properly conducted.

- (c) **Sample Retention** A portion of the test sample, if positive, shall be retained by the laboratory for six months so that the sergeant may arrange for another confirmatory test (GC/MS) to be conducted by a laboratory certified by the State of Illinois to perform drug and/or alcohol testing of the sergeant's choosing and at the sergeant's expense.
- (d) **Blood Sample** At the time a urine sample is taken, a blood sample will also be taken if a warrant was obtained. If the GC/MS test results are positive and a blood sample was taken, the blood sample will be tested with the results reported to the Village. The Village shall then share these results with the sergeant.
- (e) **Cause For Discipline** Use of unlawful drugs at any time while employed by the Village, use of prescribed drugs beyond recommended dosages, as well as having alcohol of .03% or above or unlawful drugs in the body while on duty shall be cause for discipline, including termination. Any issues relating to the drug and alcohol testing process (e.g., whether there is reasonable suspicion for ordering a sergeant to undertake a test, whether a proper chain of custody has been maintained, etc.) shall be raised under the grievance procedure. Voluntary requests for assistance with drug and/or alcohol problems shall be held strictly confidential and the Chief of Police and Village Manager shall be the only ones informed of any such request or any treatment that may be given and they shall hold such information strictly confidential.
- (f) **Disciplinary Action** Except in more serious or extreme cases, the Village will not discharge a sergeant who tests positive a first time but may suspend such sergeant up to thirty (30) calendar days or impose a lesser discipline as reasonably determined to be appropriate by the Village, so long as the sergeant complies with the following requirements. In order to avoid the penalty of termination, the sergeant must:
 - 1. agree to undergo appropriate treatment as determined by the physician(s) involved;
 - 2. discontinue use of illegal drugs or abuse of alcohol;
 - 3. agree to authorize persons involved in counseling, diagnosing, and treating the sergeant to disclose to the Chief of Police and the Village Manager the sergeant's progress, cooperation, drug and alcohol use and any dangers perceived in connection with performing job duties and completion or non-completion of treatment;
 - 4. complete the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;
 - 5. submit to random testing during working hours during the period of "after-care" treatment and for a period of twenty-four (24) months following the period of "after-care"; and

6. agree that during the last chance time period in (e) above, if the sergeant tests positive again the sergeant may be terminated.

Sergeants who do not agree to or act in accordance with the foregoing shall be subject to discipline, up to and including discharge. This Section shall not be construed as an obligation on the part of the Village to retain a sergeant on active status throughout the period of rehabilitation if it is appropriately determined that the sergeant's current use of alcohol or drugs prevents such individual from performing his duties or whose continuance on active status would constitute a direct threat to the property and safety of others. Such sergeant shall be afforded the opportunity, at his option, to use accumulated paid leave or take an unpaid leave of absence pending treatment.

- (a) Right to Contest. The Union and/or the sergeant, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement. Any evidence concerning test results which is obtained in violation of the standards contained in this Article shall not be admissible in any disciplinary proceeding involving the sergeant.
- (b) Voluntary Request for Assistance. The Village shall take no adverse employment action against any sergeant who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Village may require reassignment of the sergeant with pay if he is unfit for duty in his current assignment. The foregoing is conditioned upon:
 1. the sergeant agreeing to undergo appropriate treatment as determined by the physician(s) involved;
 2. the sergeant discontinues use of illegal drugs or abuse of prescribed drugs or alcohol;
 3. the sergeant agreeing to authorize persons involved in counseling, diagnosing and treatment of the sergeant to disclose to the Chief of Police and the Village Manager the sergeant's progress, cooperation, drug and alcohol use and any dangers perceived in connection with performing job duties and completion or non-completion of treatment;
 4. the sergeant completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months; and
 5. the sergeant agrees to submit to random testing during working hours during the period of "after-care."
- (c) Employee Assistance Program. The Village shall provide to sergeants covered by this Agreement the benefits of the Employee Assistance program offered to the Village through the South Suburban Mayors and Managers Association.

Section 19.6 Officer Involved Shootings and Deaths

50 ILCS 727/1-25 mandates the Employer enact a policy requiring all sergeants involved in an “officer involved shooting” (“OIS”) to be subject to drug and alcohol testing prior to the end of his or her shift. 50 ILCS 727/1-25 defines an “officer involved shooting” as any instance when a law enforcement officer discharges his or her firearm, causing injury or death to a person or persons, during the performance of his or her official duties or in the line of duty. (See Side Letter at Appendix K.)

Section 19.7 Visit By A Union Representative

The Village agrees that one (1) accredited representative of the Union, whether Chapter Union representative or MAP representative, shall have reasonable access to the Police Department training room to meet with an off duty bargaining unit sergeant(s). The outside representative shall call the Chief, or designee, before arrival and obtain prior approval, which approval may be reasonably denied, from the Department Head before entering upon the premises of the Department. The representative shall not in any way disturb sergeants who are working or other Village personnel.

Section 19.8 Confidentiality

To the extent permitted by law, any and all complaints filed against any sergeant shall remain confidential and shall not be revealed to any person not in the chain of command within the Police Department other than MAP, Chapter #622, the Board of Fire and Police Commissioners, the Village Manager, the Assistant to the Village Manager, the Village President and Trustees, the Village Attorney, the State's Attorney, and other law enforcement agencies involved in the investigation. The only exception is as required by law.

Section 19.9 Benefits Re-Opener

Except as otherwise provided in this Agreement, if the Village grants other Village sergeants a significant improvement in a major fringe benefit, and if said improvement is universally applicable to all Village sergeants and exceeds the overall level of said fringe benefit set forth in this Agreement, the Union may give notice of its desire to reopen this Agreement and negotiate concerning a change in said benefit. The Union shall not request the Village to bargain or negotiate with respect to any other matter and the Village shall not have any obligation to negotiate or bargain concerning any other matter. The provisions of this Section 20.9, shall at all times remain in effect. If and when an agreement is reached concerning the fringe benefit in question, the then applicable collective bargaining agreement, together with such fringe benefit changes as shall have been agreed upon, as so modified, shall be in full force and effect.

Section 19.10 Employee Health Savings Plan

The Village shall offer an Employee Health Savings Plan to eligible sergeants pursuant to the Employer Vantage Care Employee Health Savings Plan Adoption Agreement and Employee Health Savings Plan documents.

In the event the Village acts to amend or terminate the Employee Health Savings Plan, the Village agrees to meet with the Union to negotiate a similar benefit providing for sergeant contributions, if and to the extent such benefits are permitted under applicable law and regulations, available from third party providers, for post-employment health costs. In the event the parties are unable to agree upon such a benefit after a sixty (60) day period of negotiations, either party may invoke interest arbitration to resolve their dispute as provided under the proceedings of §14(H) of the Illinois Public Labor Relations Act. The arbitrator shall be selected pursuant to the procedures set forth in Article VII of the parties' Collective Bargaining Agreement.

Section 19.11 Replacement of Personal Property

The Village agrees to repair or replace uniforms that are damaged while in the performance of assigned duties. The item is required to be worn by the sergeant to perform their assigned work tasks. This includes, but is not limited to, prescription glasses and sunglasses, hearing aids, and watches of those sergeants who are required to wear watches to perform their duties.

The item must be lost or damaged as a direct result of performing work duties. Items lost or damaged as a result of improper care or protection, or other sergeant negligence, even though the loss or damage may occur during work, will not be replaced by the Village. The Village also will not replace items because of normal wear and tear, even though such wear and tear may be a direct result of performing work duties.

The cost of reimbursement for items other than medically required items (i.e., prescription glasses, hearing aids) will be limited to one hundred dollars (\$100.00). Uniforms will be replaced through a quartermaster system.

Sergeants who apply for reimbursement under this policy must provide a statement that the item was damaged or lost as a direct result of performing work duties and must furnish a receipt verifying the cost of the replacement item. Generally, this statement must be provided within ten (10) business days of the incident which led to the request for reimbursement.

In the event that the sergeant received restitution for any item replaced from any other source, the employer shall be reimbursed for any amounts paid to the sergeant in accordance with this section.

ARTICLE XX 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 Village and the Union agree to immediately begin negotiations on a substitute for the invalidated Article, section or portion thereof. If any provision of this Agreement or its application is held contrary to law, the remainder of this Agreement shall not be affected thereby. If the parties are unable to reach agreement, the impasse procedure of the Illinois Public Labor Relations Act shall be used.

ARTICLE XXI ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties and concludes collective bargaining between the parties for its term except as stated in the paragraph which follows. 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 Employer as provided in the management rights clause, Article

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 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.

The Union and the Village shall have the right to impact or effects bargaining as provided in the Illinois Public Labor Relations Act. The Village shall have the right to temporarily implement management decisions in emergency situations, or upon seven (7) calendar days' notice to the Union, pending final resolution of any impact or effects bargaining as timely presented (within seven (7) calendar days of receipt of notice) by the Union, unless specifically provided otherwise in this Agreement.

**ARTICLE XXII
TERMINATION**

This Agreement shall be effective beginning May 1, 2025 and shall remain in full force and effect until 11:59 p.m. on the April 30, 2028. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least two hundred forty (240) 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 two hundred ten (210) days prior to the anniversary date. The provisions are construed on a prospective basis only unless expressly stated otherwise in this Agreement.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

Executed this 8th day of July 2025

VILLAGE OF HOMEWOOD

**METROPOLITAN ALLIANCE OF
POLICE
CHAPTER 622**

Richard Hofeld -- Village President
Village of Homewood

Keith George – President
Metropolitan Alliance of Police

Nakina Flores – Village Clerk
Village of Homewood

Steve Brandenburger – President
Metropolitan Alliance of Police, Chapter 622

Denise McGrath – Chief of Police
Village of Homewood

Nathan Bruni – Vice President
Metropolitan Alliance of Police, Chapter 622

**APPENDIX A
WAGE SCHEDULE**

POLICE SERGEANT	05/01/2024 to 04/30/2025	05/01/2025 to 04/30/2026	05/01/2026 to 04/30/2027	05/01/2027 to 04/30/2028
<i>Annual Increase</i>		<i>3.50%</i>	<i>3.50%</i>	<i>4.00%</i>
Step 1	\$123,430.00	\$127,750.00	\$132,221.00	\$137,510.00
Step 2	\$126,244.00	\$130,662.00	\$135,235.00	\$140,645.00
Step 3	\$129,122.00	\$133,641.00	\$138,318.00	\$143,851.00

APPENDIX B

INVESTIGATION OF EMPLOYEE

A sergeant may request that a union representative be present at any meeting called by command or supervisory personnel in which the sergeant reasonably believes that discipline may result from such meeting. Provided, however, the request for the presence of a union representative may not unreasonably delay an investigatory meeting.

APPENDIX C

CATASTROPHIC SICK LEAVE BANK

Policy

The Sick Leave Bank serves as a depository into which participating employees may donate accrued sick leave time for allocation to other participating employees. The purpose of this bank is to alleviate the hardship caused if catastrophic illness or injury forces the employee to exhaust all sick leave time (including non-accumulative and extended illness sick leave) earned by that employee and thereby lose compensation. Patrol union member and Sergeant union members will contribute and withdraw from the same bank.

Sick Leave Bank Administration

A sick leave bank committee shall be established to administer the sick leave bank. The committee shall consist of five (5) individuals; the Chief of Police or his/her designee; one (1) individual appointed by the Village Manager; one (1) individual appointed by the Union of the requesting member; two (2) individuals appointed by the Chief of Police who have contributed sick leave to the sick leave bank in the past, one from each Union Chapter. In the event there are not two (2) individuals who have contributed to the sick leave bank in the past, the Chief of Police will appoint two (2) individuals that are eligible to contribute, one from each Union Chapter.

The committee shall convene within five (5) business days upon receipt of a withdrawal request to consider the request. A quorum of members or their alternates must be present for a meeting to take place. A withdrawal request shall be granted upon majority affirmative vote of all members present at the meeting. The committee shall notify the requestor of the committee's decision within one (1) day after the meeting. If a request is denied, the committee shall inform the requestor as to the reasons for the denial.

Eligibility & Limitations

- (1) Catastrophic injury or illness is defined as a non-work-related severe condition or combination of conditions affecting the mental or physical health of an employee that results in the disability of the employee for a continuous period of fourteen (14) days or longer, or that requires intermittent treatment for more than three (3) non-consecutive days. The catastrophic illness or injury must require the continuing services of a physician, psychologist, or psychiatrist.
- (2) This sick leave bank is available to those employees who have completely exhausted all sick leave time and who are not receiving temporary disability benefits under workers' compensation.
- (3) Employees who have accumulated a minimum of three hundred twenty (320) hours of sick leave after November 11, 1984, in accordance with 12.3 are eligible to donate to the sick leave bank. Eligibility for participation in the bank will discontinue upon termination of employment or death of the employee.

- (4) Benefits from the bank are not available retroactively. Once benefits are donated, they are no longer available to the employee, unless the employee is designated to receive benefits under this policy.
- (5) Use of benefits from the sick leave bank is considered under the provisions of the Family and Medical Leave Act (FMLA) and any use is included in the twelve weeks of leave provided under this Act, if applicable.
- (6) Days remaining in the sick leave bank at the end of a fiscal year will be carried over to the next fiscal year.

Donations

Any employee who wishes to transfer a portion of his/her sick leave must sign a statement indicating the number of days to be transferred. Employees will be given an opportunity to donate accrued sick leave to the bank after a request to withdraw sick leave from the bank has been received by the committee and the committee determines that the requestor meets all the eligibility requirements to participate in the program. All donations shall be voluntary.

- (1) The minimum amount of sick leave an employee may contribute is one (1) day. Donations to the bank must be in one (1) day increments. The donating employee must retain a minimum of twelve (12) days of sick leave in their personal account. Once sick leave has been donated to the bank, it cannot be returned to the donating employee.
- (2) Donations are to be taken from the employee's non-compensable sick leave balance earned after November 11, 1984, and will be transferred on a ratio of 1/1. No transfer of funds occurs, but the contributing employee's sick leave balance is reduced by the number of days donated.

Withdrawals

- (1) An employee or his/her designee must request sick leave from the bank in writing to the committee on a sick leave withdrawal form prescribed by the Village.
- (2) Request for sick leave may be used by the catastrophically ill employee for the treatment of his/her ill or the treatment of a catastrophically ill family member (as defined in Section 13.5)
- (3) All requests must be accompanied by a physician's statement that includes the beginning date of the catastrophic condition, a description of the illness or injury, and a prognosis for recovery. All requests should also indicate the estimated number of sick leave days required and information related to any pending disability claims.
- (4) Requests for withdrawal must be made by the employee or his/her designee no later than five (5) working days after all accrued sick leave time has been exhausted.
- (5) No employee may withdraw more than twenty (20) sick leave days in one (1) calendar year. Employees may submit multiple requests per calendar year.

- (6) If the recipient returns to work before the received hours have been expended, all unused hours shall be returned to the sick leave bank.
- (7) All grants and denials withdrawal requests shall be submitted to the accounting office for processing, with a copy in the requestor's personnel file.
- (8) The Police Chief may overturn the decision of the committee where there is demonstrable evidence of a pattern of abuse of sick leave by the recipient which evidence shall be submitted to the committee in writing prior to overturning the decision.
- (9) Final decisions of the committee or the Police Chief (if applicable) shall not be subject to the grievance procedure of their agreement.
- (10) The parties reserve their rights to reconsider this provision in connection with negotiations related to successor agreements effective May 1, 2006 or thereafter and the terms of this Agreement including the union's waiver in this Agreement of the right to grieve adverse decisions by the committee or the Police Chief shall be without prejudice to their positions on those issues in such negotiations.

APPENDIX D

HOLIDAY PAY COMPUTATION

Example A

Sergeant's scheduled day off, sergeant does not work. Sergeant receives eight (8) hours of holiday pay for a total pay of eight (8) hours.

Example B

Sergeant's scheduled day to work, sergeant actually works eight (8) hour shift. Sergeant receives 8 hours of holiday pay plus sixteen (16) hours of pay for hours worked (2 x 8 hours of work). Total pay is twenty-four (24) hours.

Example C

Sergeant's scheduled day to work, sergeant actually works ten (10) hour shift. Sergeant receives eight (8) hours of holiday pay plus twenty (20) hours of pay for hours worked (2 x 10 hours of work). Total pay is twenty-eight (28) hours.

Example D

Sergeant's scheduled day off, sergeant called in to work eight (8) hour shift. Sergeant actually works eight (8) hour shift. Sergeant receives eight (8) hours of holiday pay plus sixteen (16) hours of pay for hours worked (2 x 8 hours of work). Total pay is twenty-four (24) hours.

Example E

Sergeant's scheduled day off, sergeant called in to work eight (8) hour shift. Sergeant actually works twelve (12) -hour shift. Sergeant receives 8 hours of holiday pay plus twenty-four (24) hours of pay for hours worked (2 x 12 hours of work). Total pay is thirty-two (32) hours.

APPENDIX E
BODY WORN CAMERAS
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made and entered into by and between METROPOLITAN ALLIANCE OF POLICE, Chapter #622 (Sergeants) and the VILLAGE OF HOMEWOOD and its Police Department (the “Employer or “Village”). The Parties agree:

- (1) The Employer has adopted a policy related to the use of officer-worn body worn cameras. The Employer’s body worn camera (BWC) policy shall not conflict with the terms of this MOU or the Illinois Officer Worn Body Camera Act (the “Act”), 50 ILCS 706/10 et seq..
- (2) After this MOU is signed by authorized representatives of both Parties, the Chief (or designee) will post or distribute the MOU and the BWC Policy to all addition to emailing a copy of the BWC Policy to all covered employees in the manner in which other policies are communicated.
- (3) Body Worn Camera footage may be used in performance reviews and other supervisory responsibilities but is not intended to replace the review of officer performance in the field. Employer’s review of covered employees BWC video shall not be conducted for discriminatory, retaliatory, arbitrary and capricious or illegal reasons.
- (4) Unless expressly prohibited by law, the recording officer shall have reasonable access and shall be permitted to review his or her recordings prior to completing incident reports or other documentation, provided that any such review is disclosed to the supervisor and documented in the report or documentation.
- (5) An officer who is subject to a Formal Investigation related to his own use of force or his own conduct shall have the right to review their own BWC footage following any “interrogation” as defined under the Uniform Peace Officer Disciplinary Act 50 ILCS 725/1 et seq. but prior to the imposition of disciplinary action arising out of the Formal Investigation. Provided, however, this review by the officer shall not occur unless (a) a member of management is present at the time of the viewing, ad (b) any written statement provided by the officer will reflect the fact that the officer reviewed the video on a given date/time before the statement was made.
- (6) Nothing in this Agreement or the Village’s BWC policy is construed as a waiver of an officer’s ability to claim that a portion of the recording contains a communication protected by a legally privileged relationship (e.g. spouse, attorney, labor representative, minister, etc.). Unless forbidden by law, an officer may turn off their BWC to engage in privileged communication for a reasonable period of time (after notifying the supervisor this exception applies) not to exceed 3 minutes. A privileged communication does not include a conversation with another officer or supervisor while still actively engaged in a call for service, investigation, community care taking function and/or law enforcement encounters or activities.

- (7) In the event of a breach of this MOU by either Party, the issue may be raised pursuant to the Grievance Procured in Article VI of the parties collective bargaining agreement and/or the applicable laws.
- (8) In the event of a conflict between an express provision of this Agreement and applicable law, the law will govern. In the event this Agreement conflicts with a change in law, either party may request bargaining pursuant to the CBA and IPLRA.
- (9) The Village agrees to provide employees with training related to the BWC Policy and this MOU at the Village's expense during working hours.
- (10) The Parties agree that the terms of this MOU satisfy any mandatory obligation to bargain the terms or effects of this MOU. There is nothing in this MOU that is construed as a waiver of the Village's rights to change or amend any terms of the BWC Policy that are not mandatory subject of bargaining.
- (11) The parties agree that BWC technology will be equipped with a minimum of 30-second buffer period (but not beyond 2 minutes), with exceptions as required by law. The buffer period will record video only, not audio.
- (12) Body worn cameras may be activated remotely or "live streamed" only if the Village has a good faith reason to do so for a legitimate safety and/or law enforcement reason. If an officer's body worn camera is remotely activated, the Village will make a good faith effort to notify the affected officer within a reasonable period of time thereafter if time is of the essence due to the circumstances involved.
- (13) Should any section or clause of this Agreement be declared illegal or invalid by a court of competent jurisdiction, or by reason of any existing or subsequently enacted legislation, all other provisions of this Agreement shall remain in full force and effect.

VILLAGE OF HOMEWOOD

METROPOLITAN ALLIANCE OF
POLICE HOMEWOOD CHAPTER 621

Napoleon Haney
Village Manager

Steven Brandenburger – President
Metropolitan Alliance of Police

Denise McGrath
Chief of Police

Nathan Bruni – Vice President
Metropolitan Alliance of Police

Kelly Strayer
Deputy Chief of Police

Thomas Johnson
Deputy Chief of Police

APPENDIX F
12 HOUR SHIFT
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is entered into by and between the Village of Homewood and its Police Department (collectively referred to as the “Village”) and the Metropolitan Alliance of Police, Chapter 622, Sergeants Unit (referred to as the “Union”). The Village and the Union are collectively referred to as the “Parties”. The Parties agree:

1. Background Information:

- a. Except as provided below, the terms of the 2025-2028 collective bargaining agreement between the Parties (“CBA”) will remain in full force and effect.
- b. The Parties agree and acknowledge that the terms of this MOA and the effects of the MOA were agreed to by the Parties following good faith bargaining and negotiations to the extent required by law.
- c. Unless otherwise expressly referenced in the CBA or this MOA, a “day” means an eight (8) hour period of time.

2. Twelve (12) hour Normal Shift: The normal shifts, workdays and hours to which Sergeants are assigned shall be construed as a twelve (12) hour period of time.

3. Normal Shift Hours: The normal working hours are 6 AM until 6 PM (day shift) and 6 PM-6 AM (night shift), subject to the remaining terms of the CBA as modified by this MOA.

4. Regular Day Off Patterns: While this MOA is in effect, there are two groups of regular day off patterns that will rotate and repeat in two-week intervals consistent with the applicable two-week pay period. They are:

(a) Two On/Two Off/Three On/Two Off/Two On/Three Off,

OR

(b) Two Off/Two On/Three Off/Two On/Two Off/Three On.

5. Short Day: The regular day off shift patterns referenced in Paragraph 3 above equate to eighty-four (84) hours of working time during each full two (2) week pay period. To account for the extra four (4) hours in each two-week pay period, each Sergeant will be scheduled for one “short day” of eight (8) hours instead of a normal twelve (12) hour shift bringing the time scheduled each pay period to eighty (8) hours per workweek.

6. Overtime Pay: For purposes of Section 5.5 Overtime Pay, overtime pay is triggered after 12-hours in a day when scheduled to work a normal 12-hour day and after 8 hours when scheduled to work a normal 8-hour day (short day).

7. **Training Time:** The Parties recognize that there will be certain pay periods throughout the year in which Sergeants will be assigned to attend in-service training program(s) on the Sergeant's regular day off, lasting eight (8) hours in a given day. When this occurs, the Sergeant's normally scheduled day off (12-hour shift) will be changed during the same pay period to ensure the total hours available to that Sergeant during the pay period remains at eighty (80) hours. [See Appendix G of the CBA for "Overtime Call-Out Procedures" when this applies.]
8. **Compensatory Time Use:** No covered officer will be scheduled to use compensatory time under circumstances that will cause any shift to go below minimum staffing standards established by the Village.
9. **Holiday Pay and Work Requirements:** For purposes of Section 8.2 of the CBA, Holiday Pay shall continue to be computed based on eight (8) hours' pay for each designated holiday regardless of whether the bargaining unit member actually works the holiday. As also provided in Section 8.2 "time worked" on a designated holiday listed shall be compensated at two (2) times the Sergeant's regular rate of pay.
10. **Comp Time Use on Holiday:** Covered Sergeants who are scheduled to work a twelve (12) hour shift on a holiday referenced in Section 9.1 may use up to three (3) hours of compensatory time, as provided for in Section 5.6 of the CBA, to complete their regular work shift hours. Covered Sergeants who are scheduled to work an eight (8) hour shift on a holiday may use up to two (2) hours of compensatory time, as provided in Section 5.6 of the CBA to complete their regular work shift hours.
11. **Vacation Selection:** As used in Section 10.3 of CBA, a Sergeant's "vacation selection" may be requested in one-week increments, defined as the seven (7) day period beginning on Monday and ending on Sunday.
12. **Sick Leave:** As used in Section 12.3 of the CBA, Sergeants shall accrue eight (8) hours of paid sick leave for each full month of service and the prior accrual schedule is no longer applicable. When using earned Sick Leave time, the Sergeant will be charged for the actual number of hours used in a given day. For example, an 8-hour day of sick time will involve the use of eight (8) hours of paid sick leave time whereas a 12-hour day of sick time will involve the use of twelve (12) hours of paid sick time.
13. **Field Training Officer Compensation** (Section 6.12) – Any Sergeant who is assigned to perform the regular duties of a Field Training Officer (FTO) shall receive a total premium payment of the officers overtime hourly rate for the performance of such work:
 - At least 2 hours but less than 4 hours = one half (.50) hour
 - At least 4 hours but less than 8 hours = One (1) hour
 - At least 8 hours up to 12 hours = One and one half (1.5) hour

There is no premium payment for less than 2 hours. The premium payment is based on scheduled hours, not hours that are a result of a late arrest or late call.

14. **Light Duty:** As used in Section 13.8 of the CBA, the normal work schedule for officers assigned to temporary light duty work assignments after sustaining a work-related injury or illness, shall be assigned by evaluating the following criteria;

- An officer's current schedule and assignment;
- Projected release to full-duty assignment; and,
- Departmental needs

Sergeants who are normally scheduled to work a 12-hour shift may remain on their current 12-hour normal work day or they may be assigned to a normal work day lasting eight-hours per day, Monday through Friday (with weekends and designated holidays scheduled as regular days off) at the choice of the bargaining unit member. In general, when assigned to a light duty work assignment pursuant to this Paragraph on the basis of an eight (8) hour scheduled day, the Sergeant's regular workday will be between the hours of 7 AM and 10 PM.

15. **Day Off Switches and Work Time Exchange:** Subject to the remaining terms of the CBA as modified by this MOA, Sergeants may make the following shift switches during each calendar year: (a) up to six (6) single-day off switches per calendar year, and (b) up to sixty (60) hours of work exchange time.

These day off switches (and/or work time exchanges) cannot cause the Village to incur or have a need to schedule overtime and all switches must be completed in the same pay period. If a Sergeant fails to work as scheduled (including switched/exchanged work days), this is just cause for disciplinary action like any other absence from work. No day off switch (and/or work time exchange) is in place unless approved in advance by the Deputy Chief of Operations or authorized designee. Unused day off Switches may not be carried over into subsequent calendar years.

16. **Management Rights** – Nothing in this MOA limits or restricts the Village's right under the CBA, including without limitations its management right to schedule work and return to a regular work shift of eight (8) hours (or an alternate shift). As in the past, the Village retains its right to change the work schedule of its covered employees to return to the eight (8) hour schedule (and prior related terms of the CBA) where, for example, the Village determines that such change is necessary for the proper operation of the Department. Stated further, the Village remains free to change the 12 hour shift schedule at any time and for any business reason notwithstanding the remaining provisions of this MOA.

17. **Notice of Change** – If the Village determines that it has a business need to change the normal patrol division schedule from the "12 hour shift schedule" to any other variation of a normal work schedule, including the "4-2 schedule", the Village agrees to provide the Union adequate notice as required by the remaining provisions of the CBA that were in effect as of the time of execution of this MOA.

18. **Application** – This MOA will be construed as if it was mutually drafted by both Parties and any ambiguity will not be construed in favor or against either party as the original drafter. This MOA may be changed only by written instrument signed by authorized

representatives of both parties and ratified by the Union membership and the authorized representatives of the Village Board.

19. **Good Faith Bargaining:** The Parties agree and represent that they have been given adequate time to review and consider these terms and the results of the MOA were the product of good faith bargaining by both Parties. Additionally, both parties represent and agree that their respective promises in the MOA are supported by adequate consideration. Finally, the terms of this MOA were freely and voluntarily entered by the individuals who sign below and those individuals are duly authorized to act on behalf of the respective members.

Agreed this 2nd day of July 2025.

VILLAGE OF HOMEWOOD

METROPOLITAN ALLIANCE OF
POLICE HOMEWOOD CHAPTER 621

Napoleon Haney
Village Manager

Steven Brandenburger – President
Metropolitan Alliance of Police

Denise McGrath
Chief of Police

Nathan Bruni – Vice President
Metropolitan Alliance of Police

Kelly Strayer
Deputy Chief of Police

Thomas Johnson
Deputy Chief of Police

APPENDIX G

OVERTIME CALL OUT PROCEDURE – SERGEANTS (MAP 622)

Part 1: Utilizing Training Sergeant for Coverage:

- Training sergeant coverage
 - The training sergeants will also be used to cover minimum shift numbers during the course of their regular scheduled shift
 - The training sergeants can have their shift moved to a regular patrol group schedule if it is determined that long term coverage is needed on a particular shift
 - The training sergeants can be utilized to cover open sergeant overtime that exists before or after their regularly scheduled shift
 - The training sergeants cannot be forced to work an open shift before or after their shift if they have already worked the opposite end open shift for overtime.
 - You will utilize part two of this section to cover any overtime that is not covered by a training sergeant
 - Training sergeant will not be utilized for street coverage on days where they are the training instructors for in house training

Part 2: No Training Sergeant Utilized in Coverage:

- Shift will be covered by an AWC if one is working on the shift and it does not create patrol overtime.
- If AWC is not working or able to cover it:
 - The shift will be offered to the RDO eligible sergeant for either the full 12 hours, 8 hours (6-2 or 10-6) or 6 hours (6-12 or 12-6).
 - All Call will go out for sergeants to work either the full 12 hours, 8 hours (6-2 or 10-6), or 6 hours (6-12 or 12-6).
- If shift is not covered by RDO sergeant or by the All Call and an AWC is working:
 - An open patrol shift will be offered for voluntary overtime and will follow the voluntary patrol overtime procedures except that the middle 4 hours has to be covered by patrol as provided in their procedure.
 - If the middle 4 hours is not covered by patrol, then no patrol overtime will be used at all and the outgoing and incoming sergeant will be forced to cover the shift by splitting it into 6 hour shifts for overtime.
- If shift is not covered by RDO sergeant, an all call, or voluntary patrol overtime:
 - The shift will split into 6 hour shifts and the incoming and outgoing sergeant will be forced to cover these shifts
 - A shift that was split and partially covered by the RDO sergeant or by an all call will have the remaining hours covered by the incoming or outgoing sergeant that is connected to the open hours not to exceed 6 hours
- Force Exceptions
 - A sergeant that worked overtime on the front half or back half of their shift cannot be forced to fill the opposite end of overtime.

- Overtime caused by a sergeant's short day
 - The sergeant that is on their short day will be the first eligible officer to volunteer for the 4 hours of overtime
 - If the short day sergeant doesn't want the shift, the shift will go to the regular overtime process for coverage.

APPENDIX H FAMILY AND MEDICAL LEAVE

Adopted by Resolution No. R-1453 – October 12, 1993

27.101 - Eligible employees shall be granted time off as required by the Family and Medical Leave Act (FLMA). The twelve (12) month period for the purpose of determining remaining FMLA leave balance shall be a rolling twelve (12) month period measured backward from the date an employee uses any FMLA leave.

27.102 - Employee requests for FMLA leave shall be made at least thirty (30) days in advance if the need for leave is foreseeable. If the need is unforeseeable, the employee shall provide such notice as is practicable. Employee requests shall provide sufficient facts demonstrating that the leave qualifies under the FMLA. A medical certification shall be required for family or personal medical leave. Requests for FMLA leave shall be forwarded to the Village Manager for approval.

27.103 - Employees requesting FMLA leave will be referred to the Accounting Department for information on their rights and responsibilities under the FMLA. Health insurance premiums for which the employee is responsible for paying shall be paid by the employee to the Village no later than the 15th day of the month prior to the month's coverage for which the premium is being paid. An employee requesting FMLA leave for personal medical, or family medical reasons shall first use any accrued sick leave which the employee has available. An employee requesting FMLA leave for personal medical, or family medical reasons shall first use any accrued sick leave which the employee has available. An employee requesting FMLA leave for childbirth or child placement reasons may, at his/her option, use accrued sick leave. Vacation leave may be used, at the employee's option, for any type of FMLA leave. If an employee uses paid leave for an FMLA-qualifying purpose, the paid leave shall be counted against an employee's 12-week FMLA leave entitlement. If an employee has insufficient accrued leave available, the FMLA leave period for which leave isn't available shall be unpaid. During an unpaid FMLA leave, the employee shall not accrue vacation leave, sick leave, or seniority and shall not be entitled to any benefits other than health insurance coverage.

27.104 - Employees desiring to return to work following a personal medical leave may be required to furnish a fitness for duty certification from their health care providers. Such certification must be provided prior to the employee's return to work and shall be forwarded to the Village Manager for approval of the employee's return to work.

27.105 - Nothing in this policy expands the Village's or an employee's rights and duties under the FMLA, except as specifically provided in this policy.