

**POLICE COMMITTEE
AGENDA
RESCHEDULED FROM JUNE 3, 2010
June 10, 2010
6:00 P.M.
City Council Chambers
1702 Plainfield Road**

1. Call to Order
2. Approval of Minutes
3. Communication
4. New Business
5. Old Business
 - a. Towing & Booking Fees
 - b. Parking & Traffic Enforcement in Private Residential Developments
6. Department Report
 - a. Overview of Monthly Statistics/Memorial Day Weekend Traffic Enforcement Statistics
 - b. Monthly Purchases
 1. DUMEG Dues
 - c. Review of FYE10 Final Expenses
 - d. Department Highlight – Review of Collective Bargaining Agreement
7. Public Comment
8. Next Meeting Date
Thursday July 1, 2010
9. Adjournment

**POLICE COMMITTEE
MEETING MINUTES
May 6, 2010**

1. Call to Order

Chairman Sylvia McIvor called the meeting to order at 6:00 p.m. in the City Hall Conference Room of the Darien City Hall. Committee members in attendance: Alderman John Galan and Alderman John Poteraske.

Staff members in attendance: Chief of Police Robert Pavelchik, Deputy Chief David Skala and Deputy Chief of Police John Cooper

Elected officials in attendance: Alderman Halil Avci (arrived at 6:08 p.m.)

Others in attendance: Steve Kowynia 7121 Emerson, Sgt. Gregory Cheaure, Matt Goodwin 1118 Tamarack

2. Approval of Minutes

Alderman Galan made a motion to approve the minutes of the April 8, 2010 meeting; the motion was seconded by Alderman Poteraske and approved by a voice vote of 3 ayes.

3. Communication

There was no communication directed toward the Committee.

4. New Business

a. Sale of Property

The Committee was requested by Chief Pavelchik to approve the sale of surplus property owned by the City as outlined in the Agenda Memo. The property is three seized vehicles and numerous items from the evidence room. Motion by Galan, seconded by Poteraske to recommend City Council approval. Motion approved by a voice vote of 3 ayes.

b. Fourth of July Parade

Chief Pavelchik has been working with the Lions Club for the Fourth of July Parade. The Chief asked that the City Council legislate a temporary closure of roadways so that the Lions Club can conduct the parade. Motion by Galan, seconded by Poteraske to recommend City Council approval. Motion approved by a voice vote of 3 ayes.

c. Building Automation System-Budgeted Replacement

(Alderman Avci arrived as this discussion began.) Deputy Chief John Cooper explained to the committee that there are budgeted funds for replacement of the automated control system that directs the heating and air conditioning system in the police facility. The current system is 15 years old and has begun to fail; it cannot be repaired and must be replaced. Deputy Chief Cooper obtained three competitive bids for this project and is recommending a bid of \$41,080.00 to Automated Logic.

Alderman Galan questioned why the police department is handling this project that clearly should fall to the Public Works Department. Staff explained that the research for this project had begun prior to May 1st involving the former facilities manager, Phil Robinson. Deputy Chief Cooper is merely following up and closing this project. Deputy Chief Cooper also explained that there will also need to be a maintenance contract into the future for this system. Alderman Poterasko questioned if the Automated Logic's bid for the replacement/install will still be the low bid once we determine what the annual maintenance contract will be going forward. The Aldermen generally agreed on the need to replace the building automation system, but would like to see how the future maintenance contracts will affect the costs.

Alderman McIvor also asked that the proposals for this project be sent to her so that she could research potential grants for this type of project.

Motion by Alderman Galan, second by Alderman Poterasko to tentatively approve the low bidder, Automated Logics, for this project based on staff preparing a comparison of all here bids that includes both the installation of the new system and the cost of a multi-year maintenance contract going forward. Motion by Galan, seconded by Poterasko to recommend City Council approval. Motion approved by a voice vote of 3 ayes pending review of future maintenance costs.

5. Old Business

There was no old business to discuss.

6. Department Report

a. Overview of Monthly and YTD Statistics

Chief Pavelchik provided the Committee with the Illinois Uniform Crime Report (IUCR). At a previous Committee meeting this report was provided, but missing one month's data. The Chief explained that this annual report represents the City's crime rate.

Alderman Poterasko wanted to know where the expense and budget review is. The Chief explained that the expense review will be presented at the June Committee Meeting as was directed by the Committee at the April meeting (refer to April 8, 2010, Police Committee Minutes, Item 6).

Alderman Poterasko also wanted to know what other statistical reports could be viewed for department activity. Chief Pavelchik explained that in the Records Management System there are "canned reports" that represent certain types of data and that he will attempt to review more of these reports.

The Committee then had a discussion on vehicle lock outs and whether or not the City should be providing this service at all, or just charge for it.

b. Public Safety

Chief Pavelchik told the Committee that the authorized strength of the Police Department is at 37 officers due to the retirement of Sgt. Menzione and the termination of a

Probationary Police Officer. Alderman Poteraske questioned if the department went back to the testing companies to tell them that the officer has failed and asked them why they approved him. A discussion was conducted on the hiring testing and training process for police officers.

c. Monthly Purchases

There was no discussion to this specific topic.

d. Monthly Expenses

There was no discussion to this specific topic.

7. Public Comment

Steve Kowynia asked the Committee to stop allowing police officers to carry over their comp time banks. The Committee explained that this is an issue for contract negotiations. Mr. Kowynia also commented that he thought the police department should stop doing vehicle lock outs.

Matt Goodwin commented that Federal Labor law allows for 440 hours of comp time to be accumulated in Public Safety and that the City's lesser cap of 160 hours may be a good thing in that comparison. He further added that he thought vehicle lock outs was a good service to provide to the community no matter where people live. In response to Alderman Poteraske's comments criticizing police testing, Goodwin informed him that there was a recent Supreme Court decision regarding public service testing where a municipality threw out a test that they thought was unfair and the court ruled against the city. He added that the testing services regularly update their tests as to not impose a disparate impact on potential applicants.

Goodwin also commented that he was concerned that recent violent criminal activity is not just a fluke, but a trend in our area and that reducing police officers to thirty-seven is a questionable practice. Goodwin and the Committee discussed how the reduction from thirty-nine to thirty-seven was reviewed with the Chief and as Alderman Galan put it, it was about money. Alderman Galan and the Committee also reaffirmed that they may direct a total number of officers to the department, but they will never tell the police department how to allocate those officers.

Alderman Poteraske commented on a newspaper article where the Hinsdale Police Department touted a tightening of post shift overtime. Chief Pavelchik informed Alderman Poteraske that the Darien Police Department has had a regular practice of monitoring post shift overtime. Alderman Poteraske then announced that the Woodridge Police Department had cut five people and he would like to know what their criteria was for that reduction. He then questioned why the Darien Police Department has five detectives. After a short discussion it was decided by all that these issues will be addressed in future meetings as a monthly department highlight.

8. Next Meeting Date

The Committee will reschedule the June 3rd meeting to June 10, 2010, due to conflicts.

9. Adjournment

Alderman Galan made a motion to adjourn the meeting; the motion was seconded by Alderman Poteraske and approved by a voice vote of 3 ayes. Meeting adjourned at 7:32 p.m.

Minutes Submitted by: Chief Robert Pavelchik

Approved: _____
Date

Alderman: _____
John Galan

Chairman: _____
Sylvia McIvor

Alderman: _____
John Poteraske

AGENDA MEMO
POLICE COMMITTEE
June 10, 2010

ITEM 5(9)

ISSUE STATEMENT

Consideration of establishing administrative service fees.

BACKGROUND/HISTORY

Many neighboring municipalities collect administrative service fees for services that their police departments provide. These fees include the towing of vehicles, non-criminal fingerprinting, false alarms and vehicle lockouts.

In calendar year 2009, the Darien Police Department arrested and booked approximately 300 individuals which could have generated administrative fees. We also towed approximately 186 vehicles that would qualify for an administrative tow fee in other municipalities. Darien currently charges for fingerprinting; \$5.00 per fingerprint card for residents and non-residents. Darien also charges a fee for police response to false alarms and in FYE10, approximately \$10,000.00 in revenue was collected from those false alarms.

STAFF/COMMITTEE RECOMMENDATION

Staff recommends that the Committee authorizes the implementation of an administrative service fee for the towing of vehicles and the booking of arrestees. The recommended fee structure is \$500.00 per tow and \$50.00 for booking.

Vehicles would be subject to the administrative tow fee when the driver is arrested for D.U.I., driving while license suspended/revoked, no valid driver's license when the vehicle is uninsured and any other violations of the Illinois Vehicle Code that dictates mandatory towing. Individuals would be subject to a booking fee only when arrested and booked at the Darien Police facility for violations of State and local statutes.

The Committee needs to be aware that this process will involve the expenditure of funds for an administrative law judge that will be based on the number of cases heard and the length of the hearings. Additionally, police staff will have additional duties regarding the paper work involved in the process. The amount of time that will be delegated to this task is unknown at this time.

The attached spreadsheet shows fee projection using the last three years of vehicle tows.

ALTERNATE CONSIDERATION

The alternate consideration would be not to adopt an administrative service fee for towing and or booking.

DECISION MODE

If recommended by Committee than Staff will prepare an ordinance establishing this program.

**ADMINISTRATIVE TOW FEE PROJECTION
BASED ON NUMBER OF TOWS FOR TRAFFIC ARRESTS**

6/3/2010

| | 2007 | 2008 | 2009 |
|------------|-------------|-------------|-------------|
| JAN | 22 | 22 | 14 |
| FEB | 14 | 13 | 23 |
| MAR | 21 | 36 | 17 |
| APR | 18 | 27 | 11 |
| MAY | 21 | 26 | 23 |
| JUN | 26 | 18 | 13 |
| JUL | 32 | 23 | 15 |
| AUG | 25 | 32 | 19 |
| SEP | 25 | 8 | 20 |
| OCT | 30 | 15 | 18 |
| NOV | 19 | 11 | 15 |
| DEC | 18 | 6 | 12 |

| | | | |
|----------------------------------|-----------|-----------|----------|
| TOTAL | 271 | 237 | 200 |
| Held for Possible Seizure | 27 | 16 | 14 |
| Vehicles Eligible for Fees | 244 | 221 | 186 |
| \$250 Admin Fee | \$61,000 | \$55,250 | \$46,500 |
| \$500 Admin Fee | \$122,000 | \$110,500 | \$93,000 |
| Vehicles Awarded to City | 13 | 11 | 14 |

ITEM 5(b)

AGENDA MEMO
POLICE COMMITTEE
June 10, 2010

ISSUE STATEMENT

The Police Committee is requested to discuss a request from Werk Management Company for three parking agreements on private residential properties that Werk manages.

BACKGROUND/HISTORY

Werk Management Company had made a written request to enter into contractual agreements with the City for police services on three properties (March 10, 2008 AdminFinance Committee). The properties are all residential developments: Darien Pointe, Woodmere Townhomes and Woodmere Condominiums. Werk cites in their request Darien City Ordinance 0-43-96 from 1996, as guidance for this type of agreement.

STAFF/COMMITTEE RECOMMENDATION

The Staff brings this issue to the Police Committee with a recommendation to **deny** any and all parking agreements in private residential developments. Private residential developments have homeowners' associations and rules for those associations. Enforcement of vague parking guidelines and eventually disputes between neighbors is an issue for the homeowners' association to decide without using the City and its police department as the enforcement method.

Since this request was first made in March, 2008, Chief Pavelchik has had several meetings and discussions with Jack Mancione of WERK Management. Initial discussions focused on emergency situations where a vehicle might have to be moved to facilitate a fire or ambulance response; a parking ticket will not move a car in this situation, but current police policy authorizes an emergency relocate. Subsequent discussions focused on the option of a homeowners' association board to pick and choose the type of enforcement they wanted for their development. This type of position makes enforcement difficult for the line officers, as the rules will be different for each subdivision and also subject to frequent change.

A survey of the police staff indicates that the current enforcement agreements have not generated any calls for service in recent memory.

ALTERNATE CONSIDERATION

The alternate consideration would be to continue entering into private residential traffic and parking agreements and ordinances.

DECISION MODE

The Staff will act in accordance with the direction of the Committee. If the Committee agrees with Staff, three similar agreements will need to be terminated (see March 10, 2008 AdminFinance Committee Minutes).

AGENDA MEMO

Administrative Finance Committee Meeting March 10, 2008

ISSUE STATEMENT

The Administrative Finance Committee is requested to discuss a request from Werk Management Company for three parking agreements on properties that Werk manages.

BACKGROUND/HISTORY

Werk Management Company has made a written request to enter into contractual agreements with the City for police services on three properties. The properties are all residential developments: Darien Pointe, Woodmere Townhomes and Woodmere Condominiums. Werk cites in their request Darien City Ordinance 0-43-96 from 1996, as guidance for this type of agreement.

STAFF/COMMITTEE RECOMMENDATION

The Staff brings this issue to the Committee for discussion purposes, with a recommendation to **deny** any parking agreements in private residential developments. Private residential developments have homeowners' associations and rules for those associations. Enforcement of vague parking guidelines and eventually disputes between neighbors is an issue for the homeowners' association to decide without using the City and its police department as the enforcement method.

ALTERNATE CONSIDERATION

N/A

DECISION MODE

The Staff will act in accordance with the direction of the Committee.

City of Darien
Minutes of the Administrative Finance Committee
March 10, 2008

The meeting was called to order by Chairman John Poteraske at 6:30 p.m. and a quorum was declared.

Committee Members in attendance: Alderman Carolyn Gattuso and Alderman Halil Avci

Item 4B

Chairman John Poteraske opened the discussion of a written request from Werk Management Company for contracted police services on three private residential developments that Werk manages. Chairman Poteraske indicated that three similar agreements are currently in place: The Woodlands (1996), Darien Lake Town Homes (1994) and Hinswood Patio Homes (1991). Chief Pavelchik recommends no longer entering into enforcement agreements in private residential developments. He indicated that the homeowners association, through their rules and regulations, should handle enforcement of association rules within their subdivision. No representative of Werk Managements was present at this meeting to discuss their request.

Alderman Poteraske raised several other questions that were answered: Do neighboring communities, such as Willowbrook and Downers Grove, have these types of agreements? Answer, they do not. He asked if we, the City, recover any fees from these contracts? Answer, we do not. The Chief of Police also explained to Alderman Poteraske and Alderman Avci the difference between private roadway and public roadway traffic law enforcement. Most traffic laws apply only on a public road. Alderman Poteraske indicated that since the committee might be recommending termination of the three current agreements and no additional agreements, that the parties in the current agreements should be contacted for discussion at a future Administrative Finance Meeting. A motion was made by Alderman Gattuso and seconded by Alderman Avci to table today's Werk Management request and reschedule to an Administrative Finance meeting where representatives of the Woodlands, the Darien Lake Town Homes and the Hinsdale Patio Homes could be present and discuss their agreements too. The motion was carried unanimously by voice vote. The Chief was instructed to contact representatives of the Woodlands, Darien Lake Townhomes and Hinswood Patio homes and ask them to attend a future meeting of the Administrative Finance Committee.

Item 5A

Alderman Poteraske shared with the community an article he had reviewed from the January 24, 2008, *Chicago Tribune* regarding a Kentucky community that was assessing fees to parties involved in traffic crashes. Alderman Poteraske would like this item reviewed as a possible revenue source for the City. Chief Pavelchik informed the committee of the following volume of traffic crashes handled by the Darien Police Department:

2007 758 Crashes
2006 655 Crashes



Werk Management

~A Division of Mancione Inc~
 6S670 VanDustrial Drive Suite 1 ~ Westmont IL 60559
 Phone 630-241-0001 ~ Fax 630-241-0002 ~ WerkManagement@comcast.net

February 25, 2008

Chief Robert Pavelchik
 1710 Plainfield Road
 Darien, Illinois 60561
 F: 630.971.4326

Re: General Police Services at Properties

Dear Chief Pavelchik,

The Darien Police Department and the Woodlands of Darien entered into an agreement in 1996, ordinance number 0-43-96, in which the Darien Police was given the authority to enforce parking and traffic rules on the property.

Werk Management would like to adopt the same law enforcement for the other properties we manage: Darien Pointe, Woodmere Townhomes, and Woodmere Condominiums. You will notice we have already created the agreements for those three properties. Please look over the agreements and let us know what you think.

Thank you for your time.

Sincerely,

Werk Management

4

Ordinance No.

AGREEMENT FOR THE REGULATION OF PARKING OF MOTOR VEHICLES, THE ENFORCEMENT OF CERTAIN TRAFFIC PROVISIONS, AND THE FURNISHING OF GENERAL POLICE SERVICES AT DARIEN POINTE HOMEOWNERS' ASSOCIATION

This agreement is made and entered into this _____ day of _____, _____, between the City of Darien, a municipal corporation of the State of Illinois ("City") and Darien Point Homeowners' Association ("Owner").

RECITALS

A. Owner holds legal title to certain property within the City legally described on Exhibit "A" attached hereto and made a part hereof. The Subject Property is commonly referred to as the "Darien Pointe". The property owned by Darien Pointe Homeowners' Association is hereinafter referred to as the "Subject Property".

B. Pursuant to a certain Annexation Agreement entered into between the City and Owner's predecessors, the parties now desire to enter into an Agreement, pursuant to 625 ILCS 5/11-209, to provide for the enforcement of certain regulations relating to the parking of motor vehicles and the enforcement of traffic laws on the Subject Property.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO, as follows:

Section 1: Owner hereby authorizes and empowers the city to enforce the following regulations within the Subject Property:

- A. All vehicles shall be parked within designated parking areas, in a garage, or on a drive apron in front of a garage. No part of any vehicle shall extend beyond the drive apron or guest parking area.
B. No person shall stop, stand or park a vehicle where it can obstruct traffic.

5

Ordinance No.

- C. No person shall stop, stand or park a vehicle where parking is prohibited (access roadways, etc.).
- D. No person shall park any vehicle requiring truck license plates such as semi-trailers, pickup trucks, trailers, boats, boat trailers, or commercial vehicles overnight within the Subject Property.
- E. No truck traffic is permitted with the Subject Property between the hours of 10:00 p.m. and 6:00 a.m.

SECTION 2: Owner agrees, at its cost, to erect and maintain two (2) signs relating to the aforesaid regulations.

SECTION 3: This Agreement shall run for twelve months from _____, _____ to and including _____, _____. The Agreement shall be self-renewing for periods of one(1) year thereafter. Either party may rescind this Agreement upon sixty (60) days notice. Whenever notice is required to the Municipality, it shall be addressed to:

_____, Chief of Police
Darien Police Department
1710 Plainfield Road
Darien, IL 60561

When notice to the Owner is required, it shall be addressed to:

President, DPHOA
C/O Werk Management Services
6S670 Vandustrial Drive
Westmont, IL 60559

In either case, the party may designate, in writing, a different location at which notice is received.

Ordinance No.

SECTION 4: The Owner agrees To release and hold harmless the City, its officers and agents in connection with any claims for injuries or damage occurring as a result of the performance of this Agreement, except where such action results from the negligence or willful or wanton conduct of the City. Owner shall maintain liability insurance during the term of this Agreement, naming the City as an additional insured. Owner shall provide the City with a current Certificate of Insurance upon request of the City, evidencing compliance with this provision.

SECTION 5: The cost of enforcement of the parking and traffic regulations pursuant to this Agreement shall be borne by the City. The City shall be entitled to the recovery of all fines and penalties resulting from the enforcement of this Agreement.

SECTION 6: the City shall cause a true and correct copy of this Agreement to be recorded in the Office of the DuPage County Recorder of Deeds.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals as of the date and year first written above.

Darien Pointe Homeowners' Association

By: _____

Title: _____

ATTEST:

By: _____

Mayor

ATTEST:

City Clerk

Ordinance No.

AGREEMENT FOR THE REGULATION OF PARKING OF MOTOR VEHICLES, THE ENFORCEMENT OF CERTAIN TRAFFIC PROVISIONS, AND THE FURNISHING OF GENERAL POLICE SERVICES AT WOODMERE CONDOMINIUM

This agreement is made and entered into this ____ day of _____, _____, between the City of Darien, a municipal corporation of the State of Illinois ("City") and Woodmere Condominium Association ("Owner").

RECITALS

A. Owner holds legal title to certain property within the City legally described on Exhibit "A" attached hereto and made a part hereof. The Subject Property is commonly referred to as the "Woodmere". The property owned by Woodmere Condominium Association is hereinafter referred to as the "Subject Property".

B. Pursuant to a certain Annexation Agreement entered into between the City and Owner's predecessors, the parties now desire to enter into an Agreement, pursuant to 625 ILCS 5/11-209, to provide for the enforcement of certain regulations relating to the parking of motor vehicles and the enforcement of traffic laws on the Subject Property.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO, as follows:

Section 1: Owner hereby authorizes and empowers the city to enforce the following regulations within the Subject Property:

- A. All vehicles shall be parked within designated parking areas, in a garage, or on a drive apron in front of a garage. No part of any vehicle shall extend beyond the drive apron or guest parking area.
B. No person shall stop, stand or park a vehicle where it can obstruct traffic.

8

Ordinance No.

- C. No person shall stop, stand or park a vehicle where parking is prohibited (access roadways, etc.).
- D. No person shall park any vehicle requiring truck license plates such as semi-trailers, pickup trucks, trailers, boats, boat trailers, or commercial vehicles overnight within the Subject Property.
- E. No truck traffic is permitted with the Subject Property between the hours of 10:00 p.m. and 6:00 a.m.

SECTION 2: Owner agrees, at its cost, to erect and maintain two (2) signs relating to the aforesaid regulations.

SECTION 3: This Agreement shall run for twelve months from _____, _____ to and including _____, _____. The Agreement shall be self-renewing for periods of one(1) year thereafter. Either party may rescind this Agreement upon sixty (60) days notice.

Whenever notice is required to the Municipality, it shall be addressed to:

_____, Chief of Police
Darien Police Department
1710 Plainfield Road
Darien, IL 60561

When notice to the Owner is required, it shall be addressed to:

President, WCHOA
C/O Werk Management Services
6S670 Vandustrial Drive
Westmont, IL 60559

In either case, the party may designate, in writing, a different location at which notice is received.

Ordinance No.

SECTION 4: The Owner agrees To release and hold harmless the City, its officers and agents in connection with any claims for injuries or damage occurring as a result of the performance of this Agreement, except where such action results from the negligence or willful or wanton conduct of the City. Owner shall maintain liability insurance during the term of this Agreement, naming the City as an additional insured. Owner shall provide the City with a current Certificate of Insurance upon request of the City, evidencing compliance with this provision.

SECTION 5: The cost of enforcement of the parking and traffic regulations pursuant to this Agreement shall be borne by the City. The City shall be entitled to the recovery of all fines and penalties resulting from the enforcement of this Agreement.

SECTION 6: the City shall cause a true and correct copy of this Agreement to be recorded in the Office of the DuPage County Recorder of Deeds.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals as of the date and year first written above.

Woodmere Condominium Association

By: _____

By: _____
Mayor

Title: _____

ATTEST:

ATTEST:

City Clerk

Ordinance No.

AGREEMENT FOR THE REGULATION OF PARKING OF MOTOR VEHICLES, THE ENFORCEMENT OF CERTAIN TRAFFIC PROVISIONS, AND THE FURNISHING OF GENERAL POLICE SERVICES AT WOODMERE TOWNHOME

This agreement is made and entered into this ____ day of _____, ____ between the City of Darien, a municipal corporation of the State of Illinois ("City") and Woodmere Townhome Association ("Owner").

RECITALS

A. Owner holds legal title to certain property within the City legally described on Exhibit "A" attached hereto and made a part hereof. The Subject Property is commonly referred to as the "Woodmere". The property owned by Woodmere Townhome Association is hereinafter referred to as the "Subject Property".

B. Pursuant to a certain Annexation Agreement entered into between the City and Owner's predecessors, the parties now desire to enter into an Agreement, pursuant to 625 ILCS 5/11-209, to provide for the enforcement of certain regulations relating to the parking of motor vehicles and the enforcement of traffic laws on the Subject Property.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO, as follows:

Section 1: Owner hereby authorizes and empowers the city to enforce the following regulations within the Subject Property:

- A. All vehicles shall be parked within designated parking areas, in a garage, or on a drive apron in front of a garage. No part of any vehicle shall extend beyond the drive apron or guest parking area.
B. No person shall stop, stand or park a vehicle where it can obstruct traffic.

Ordinance No.

- C. No person shall stop, stand or park a vehicle where parking is prohibited (access roadways, etc.).
- D. No person shall park any vehicle requiring truck license plates such as semi-trailers, pickup trucks, trailers, boats, boat trailers, or commercial vehicles overnight within the Subject Property.
- E. No truck traffic is permitted with the Subject Property between the hours of 10:00 p.m. and 6:00 a.m.

SECTION 2: Owner agrees, at its cost, to erect and maintain two (2) signs relating to the aforesaid regulations.

SECTION 3: This Agreement shall run for twelve months from _____, _____ to and including _____, _____. The Agreement shall be self-renewing for periods of one(1) year thereafter. Either party may rescind this Agreement upon sixty (60) days notice.

Whenever notice is required to the Municipality, it shall be addressed to:

_____, Chief of Police
 Darien Police Department
 1710 Plainfield Road
 Darien, IL 60561

When notice to the Owner is required, it shall be addressed to:

President, WTHOA
 C/O Werk Management Services
 6S670 Vandustrial Drive
 Westmont, IL 60559

In either case, the party may designate, in writing, a different location at which notice is received.

Ordinance No.

SECTION 4: The Owner agrees To release and hold harmless the City, its officers and agents in connection with any claims for injuries or damage occurring as a result of the performance of this Agreement, except where such action results from the negligence or willful or wanton conduct of the City. Owner shall maintain liability insurance during the term of this Agreement, naming the City as an additional insured. Owner shall provide the City with a current Certificate of Insurance upon request of the City, evidencing compliance with this provision.

SECTION 5: The cost of enforcement of the parking and traffic regulations pursuant to this Agreement shall be borne by the City. The City shall be entitled to the recovery of all fines and penalties resulting from the enforcement of this Agreement.

SECTION 6: the City shall cause a true and correct copy of this Agreement to be recorded in the Office of the DuPage County Recorder of Deeds.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals as of the date and year first written above.

Woodmere Townhome
Association

By: _____

By: _____
Mayor

Title: _____

ATTEST:

ATTEST:

City Clerk

City of Darien
Minutes of the Administrative Finance Committee
April 14, 2008

The meeting was called to order by Chairman John Poteraske at 6:30 p.m. and a quorum was declared.

Committee Members in attendance: Alderman Carolyn Gattuso and Alderman Halil Avci

The following staff members were present: Chief of Police Robert Pavelchik, City Administrator Bryon Vana and Assistant to the City Administrator, Scott Coren.

The following members of the community were also in attendance:

Jack Mancione (Werk Management), 6S670 Vandustrial Drive, Westmont, 60559, 630-241-0001

Gloria Jiskra 1100 Bristlecone Ct., Darien, 630-963-0953

Patrick Murphy, 1121 Lacebark Ct., Darien, 630-810-9043

Ed Tomei, 1032 Oakfern Ln., Darien, 630-971-1739

Jack Krug, 1156 Bristlecone Ct., 630-852-1819

Janet Tunget, 1041 Bob-O-Link, Darien, 630-341-6885

Mayor Weaver,

Item 4A – Sale of Personal Property

Chairman Poteraske asked the committee to approve the sale of two motor vehicles (1998 Ford Taurus and a 1994 Pontiac Grand Am). These vehicles were forfeited to the City by the Circuit Court of DuPage County as a result of drunk driving accidents. Motion made by Alderman Gattuso and seconded by Alderman Avci to approve the sale of the vehicles. Voice vote, unanimous approval.

Item 4B – Fireworks

Scott Coren Notes

Item 4C – Cleaning Contract

Scott Coren Notes

Item 5A – Police Service-Parking and Traffic Enforcement Agreements in Private Residential Developments

Alderman Poteraske opened the discussion with a summary of three existing police service contracts that are currently in place (Woodlands, Patio Homes, Darien Lake Town Homes). He further explained that Werk Management has made a request for three more such contracts and the potential exists for approximately twenty (20) agreements within the City. Alderman Poteraske expressed a concern that if the City is going to continue with these police service agreements, that they should be clear and specific in their scope so that the police officers will easily know what actions to take.

Chief Pavelchik expressed his opinion that the City should not be in the business of enforcing the rules and regulations of a private homeowners association. He further explained to the committee that the contracts and ordinance as currently written are extremely vague and have the potential for being used as ammunition in a neighbor dispute.

Alderman Avci questioned the need for such agreements and the Chief explained that many traffic regulations cannot be enforced on private roadways without a written agreement. Janet Tunget questioned if overnight parking would still be allowed on private streets. Alderman Poteraske again expressed a concern that the agreements be consistent for a uniform enforcement. Alderman Avci requested that a standard format of these agreements be researched. Alderman Poteraske asked the audience if overnight parking is currently allowed on their private streets and the answer was yes, for both the Woodlands and the Hinswood Patio Homes.

Gloria Jiskra gave a brief history of the agreement for the Woodlands. This ordinance was passed in 1996 and took over two years to finalize. She explained that the concern of the residents is parking along the "access" roadways that lead into each of the courts. She further that the residents pay taxes and assessments and provide separate insurance to indemnify the police department and that they would like the same services and feeling of safety that all other residents enjoy.

Jack Mancione agreed with Chief Pavelchik that the current agreements are vague. He also agreed that the police and his management company do not want to be in the middle of a neighbor dispute. He suggested that all enforcement under these agreements be channeled through the homeowner association boards and a point-person to facilitate the police interaction. He concluded his remarks by supporting the need for these types of agreements.

Resident Ed Tomei asked that whatever form these agreements take they be kept simple for all to understand. Alderman Gattuso asked Janet Tunget what the issues were in the Patio Homes subdivision. Ms. Tunget explained that there are some "No Parking/Tow Zones" on the private streets to facilitate fire department access. She indicated that the neighbors are allowed to park overnight and expressed a concern that fire hydrants be marked and enforced. Mayor Weaver (as a resident of the Woodlands), expressed her concern that all private subdivisions have proper emergency access paths.

Alderman Poteraske asked City Administrator Vana to have staff work on consolidating and clarifying these police service agreements. There was then a group discussion of enacting a "master ordinance" with common enforcement activities for all private subdivisions.

Motion by Alderman Gattuso to table this item until the June meeting, seconded by Alderman Poteraske. Staff was directed to research a "master ordinance" for police services in private residential subdivisions and to update the existing agreement to eliminate vagueness. Tabling motion carried by unanimous voice vote of the committee.

Motion by Alderman Gattuso to adjourn the committee meeting, seconded by Alderman Poteraske. Unanimous voice vote, meeting adjourned at _____.

AGENDA MEMO

Administrative Finance Committee Meeting March 10, 2008

January 12, 2009 For Committee Update

ISSUE STATEMENT

The Administrative Finance Committee is requested to discuss a request from Werk Management Company for three parking agreements on properties that Werk manages. *This issue returns to the Committee on January 12, 2009 for a staff update.*

BACKGROUND/HISTORY

Werk Management Company has made a written request to enter into contractual agreements with the City for police services on three properties. The properties are all residential developments: Darien Pointe, Woodmere Townhomes and Woodmere Condominiums. Werk cites in their request Darien City Ordinance 0-43-96 from 1996, as guidance for this type of agreement.

STAFF/COMMITTEE RECOMMENDATION

The Staff brings this issue to the Committee for discussion purposes, with a recommendation to **deny** any parking agreements in private residential developments. Private residential developments have homeowners' associations and rules for those associations. Enforcement of vague parking guidelines and eventually disputes between neighbors is an issue for the homeowners' association to decide without using the City and its police department as the enforcement method.

ALTERNATE CONSIDERATION

N/A

DECISION MODE

The Staff will act in accordance with the direction of the Committee.

2. Ric Myles, also as a homeowner association board member, citing safety and children as a reason to keep the stop signs.
3. Nelva Rot
4. Michelle Huang
5. April Alvarado
6. Mrs. Dziukala
7. Steve Hiatt stated that Lakeview Drive is a major street servicing the community and that cars are constantly, "flying by".
8. Ken Abraham suggested that the City consult with the traffic engineer to see if in exchange for leaving the stop sign at Wildwood perhaps the Sawmill Creek and Lakeview stop sign could be removed. Mr. Abraham also suggested that curve warning signs be posted southbound on Lakeview where the road curves near his residence.

Chairman Poteraske and Alderman Avci both spoke in support of leaving the signs.

Motion by Chairman Poteraske, second by Alderman Avci to leave the stop signs on Lakeview Drive at its intersections with Wildwood & Oakley; voice vote 2 "ayes", motion carried. After this discussion and vote, all of the residents listed above left the meeting, as did Alderman Marchese.

Item 6c – Private Traffic/Parking Enforcement

Chief Pavelchik updated the Committee on this item. In December letters were sent to several property management companies and homeowner associations indicating that the Committee had reviewed a draft ordinance on the issue of police enforcement of private residential properties. To date, none of the properties have contacted the Chief. The Chief informed the Committee that this issue will be on a back burner until after the budget process and after the cold weather breaks.

JAN 12-09
MINUTES

AGENDA MEMO

Administrative Finance Committee Meeting October 12, 2009

ISSUE STATEMENT

In 2008, the Administrative Finance Committee was requested to discuss a request from Werk Management Company for three parking agreements on properties that Werk manages. This memo serves to update the Committee on this issue.

BACKGROUND/HISTORY

Werk Management Company made a written request to enter into contractual agreements with the City for police services on three properties. The properties are all residential developments: Darien Pointe, Woodmere Townhomes and Woodmere Condominiums. Werk cites in their request Darien City Ordinance 0-43-96 from 1996, as guidance for this type of agreement.

STAFF/COMMITTEE RECOMMENDATION

Staff has met several times with representatives of Werk Management. As a result of those discussions and property visits, Staff and Werk have almost whittled this issue down to its proper core. Staff anticipates a final resolution before the end of the year as this has not been an urgent issue.

ALTERNATE CONSIDERATION

N/A

DECISION MODE

Staff anticipates a final resolution before the end of the year.

agreement to this particular case. Motion to proceed with land transfer process, pending approval of the final intergovernmental agreement, was approved by unanimous vote. Alderman Poterakse asked staff to place this on the Council agenda under new business. Administrator Vana advised that items receiving unanimous vote are typically placed on the consent agenda.

Replace Tornado Siren & Pole

Staff advised the City of Darien maintains a tornado siren located at the water plant at 1834 Manning Road. During a routine test, it was identified that one of the motors on the siren is no longer functioning. The siren was installed in 1980 at the latest. It was considered to have a life of 30 years, so it is at the end of its useful life. The cost to repair the broken blower assembly is \$4,835. It has also been identified that the pole that holds the siren has cracks through to the middle of the pole and it should also be replaced at a cost of \$6,050. Staff recommends instead of repairing the broken blower assembly, we purchase a new tornado siren for \$11,275.25. This item was not brought forward during the budget; however the concrete pad at the gas pumps will not be replaced this year for \$25,000 in budgeted savings in line item 30-4223. Alderman Avci requested that staff review the location of the siren to make sure it is located at a good place. Motion to purchase a new tornado siren for \$17,325.25 was approved by unanimous vote.

Private Residential Parking Enforcement-Update

Staff advised that Werk Management Company previously made a written request to enter into contractual agreements with the City for police services on three properties. Staff has met several times with representatives of Werk Management. As a result of those discussions and property visits, Staff and Werk have almost whittled this issue down to its proper core. Staff anticipates a final resolution before the end of the year as this has not been an urgent issue.

The meeting was adjourned at 7.21 p.m. Next scheduled meeting date is Monday, November 9th, 2009.

Approved:

John Poteraske, Chairman

Halil Avci, Member

Carolyn Gattuso, Member

[Handwritten signatures of John Poteraske, Halil Avci, and Carolyn Gattuso]

OCT 12 - 09
MINUTES-

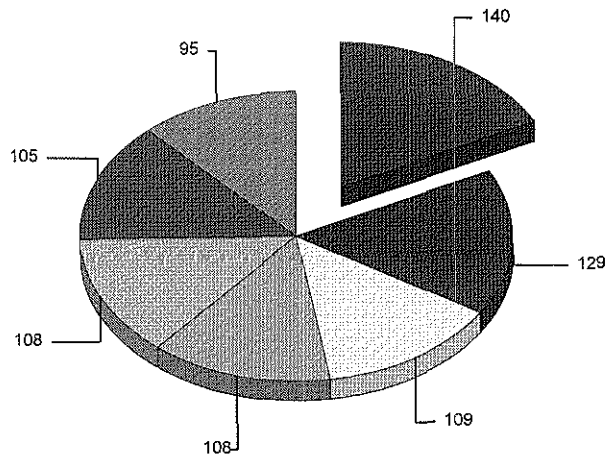
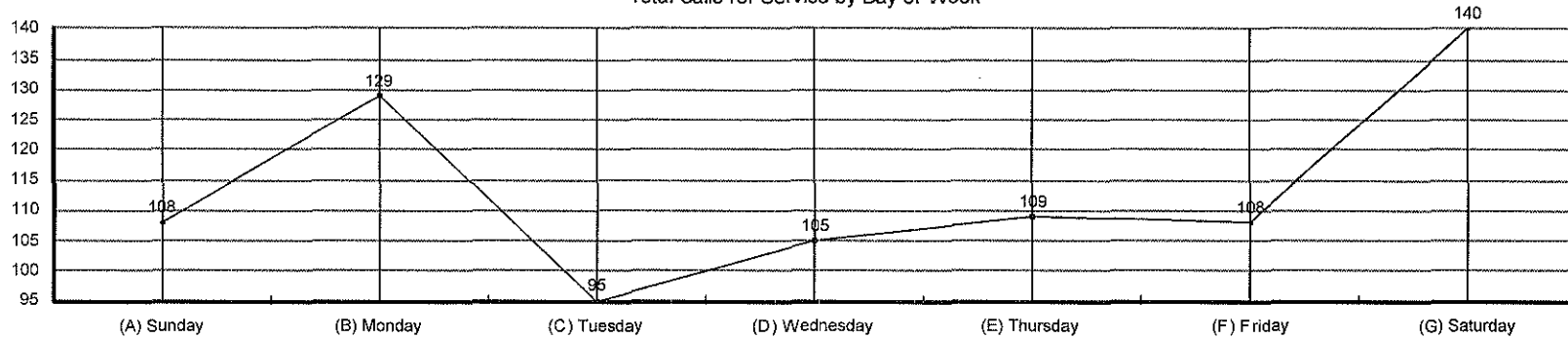
June 03, 2010

Calls for Service

Offenses by Day of Week

This data represents Calls for Service in relation to day of week and offense. It is an analysis of offenses reported to police, and not a representation of actual crime. Report Includes Calls for Service from (5/1/2010) to (5/31/10)

Total Calls for Service by Day of Week



Total: 794

| | | |
|---------------|------------|---------------|
| (G) Saturday | 140 | 17.6% |
| (B) Monday | 129 | 16.2% |
| (E) Thursday | 109 | 13.7% |
| (A) Sunday | 108 | 13.6% |
| (F) Friday | 108 | 13.6% |
| (D) Wednesday | 105 | 13.2% |
| (C) Tuesday | 95 | 12.0% |
| Total: | 794 | 100.0% |

Calls for Service

Offenses by Day of Week Grouped by Offense - Detail

| | (A) Sunday | (B) Monday | (C) Tuesday | (D) Wednesday | (E) Thursday | (F) Friday | (G) Saturday | Total |
|--|------------|------------|-------------|---------------|--------------|------------|--------------|-------|
| - | 2 | 18 | 1 | 2 | 1 | 0 | 0 | 24 |
| 0260 - CRIMINAL SEXUAL ASSAULT (NON-AGGRAVATED) | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| 0320 - ROBBERY | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 |
| 0460 - BATTERY | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| 0486 - DOMESTIC BATTERY | 1 | 0 | 0 | 0 | 1 | 1 | 1 | 4 |
| 0610 - BURGLARY | 0 | 2 | 1 | 0 | 0 | 0 | 2 | 5 |
| 0650 - HOME INVASION | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 |
| 0760 - BURGLARY FROM MOTOR VEHICLE | 0 | 0 | 0 | 0 | 0 | 3 | 0 | 3 |
| 0810 - THEFT OVER \$300 | 0 | 0 | 1 | 0 | 0 | 1 | 1 | 3 |
| 0820 - THEFT \$300 AND UNDER | 0 | 1 | 2 | 0 | 0 | 1 | 0 | 4 |
| 0860 - RETAIL THEFT - SHOPLIFTING | 1 | 1 | 0 | 0 | 0 | 1 | 1 | 4 |
| 0910 - MOTOR VEHICLE THEFT | 0 | 0 | 3 | 1 | 0 | 0 | 0 | 4 |
| 1010 - ARSON | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 |
| 1110 - DECEPTIVE PRACTICES - INSUFFICIENT OR NON-EXISTENT FUNDS CHECK | 0 | 5 | 4 | 3 | 4 | 2 | 2 | 20 |

Calls for Service

Offenses by Day of Week Grouped by Offense - Detail

| | (A) Sunday | (B) Monday | (C) Tuesday | (D) Wednesday | (E) Thursday | (F) Friday | (G) Saturday | Total |
|---|------------|------------|-------------|---------------|--------------|------------|--------------|-------|
| 1310 - CRIMINAL DAMAGE TO PROPERTY | 1 | 1 | 2 | 4 | 1 | 0 | 4 | 13 |
| 1310E - CRIMINAL DAMAGE TO VEHICLE | 2 | 1 | 0 | 0 | 0 | 0 | 0 | 3 |
| 1410 - UNLAWFUL USE OF WEAPON | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 |
| 1425 - UNLAWFUL POSSESSION OF FIREARMS AND FIREARM AMMUNITION | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| 1811 - POSSESSION OF CANNABIS 30 GM AND UNDER | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 2 |
| 2020 - POSSESSION OF CONTROLLED SUBSTANCE | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 2 |
| 2410F - ZERO TOLERANCE | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 |
| 2411 - DUI OVER | 0 | 1 | 0 | 0 | 2 | 2 | 2 | 7 |
| 2412 - DUI, DRUGS/ALCOHOL | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| 2440 - RECKLESS DRIVING | 1 | 0 | 0 | 2 | 0 | 0 | 0 | 3 |
| 2445 - HIT AND RUN | 1 | 0 | 1 | 0 | 2 | 3 | 0 | 7 |
| 2470 - NO DRIVER'S LICENSE | 1 | 1 | 1 | 0 | 1 | 2 | 0 | 6 |
| 2480 - SUSPENDED OR REVOKED DRIVER'S LICENSE | 1 | 3 | 1 | 1 | 2 | 1 | 2 | 11 |
| 2820 - TELEPHONE THREAT | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |

Calls for Service

Offenses by Day of Week Grouped by Offense - Detail

| | (A) Sunday | (B) Monday | (C) Tuesday | (D) Wednesday | (E) Thursday | (F) Friday | (G) Saturday | Total |
|--|------------|------------|-------------|---------------|--------------|------------|--------------|-------|
| 2825 - HARASSMENT BY TELEPHONE | 0 | 2 | 0 | 0 | 1 | 1 | 0 | 4 |
| 2890 - DISORDERLY CONDUCT | 0 | 0 | 0 | 1 | 0 | 2 | 0 | 3 |
| 3000 - FIREWORKS | 1 | 0 | 0 | 0 | 0 | 0 | 2 | 3 |
| 4650 - SEX OFFENDER REGISTRATION | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| 5081 - IN-STATE WARRANT | 0 | 1 | 1 | 1 | 2 | 0 | 1 | 6 |
| 5081D - WARRANT SERVICE/OTHER JURISDICTION | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| 5082 - OUT OF STATE WARRANT | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| 6513 - MOTORIST ASSIST | 0 | 2 | 4 | 3 | 2 | 3 | 4 | 18 |
| 6519 - ABANDONMENT OF MOTOR VEHICLE | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 |
| 6525 - SPEEDING AUTOS | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 2 |
| 6561 - AUTO ACCIDENT/FATAL | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| 6562 - AUTO ACCIDENT/INJURY | 0 | 1 | 1 | 1 | 0 | 1 | 0 | 4 |
| 6563 - AUTO ACCIDENT/PDO | 4 | 6 | 4 | 0 | 3 | 6 | 5 | 28 |
| 6569 - ACCIDENT PRIVATE PROPERTY | 3 | 1 | 2 | 2 | 4 | 5 | 1 | 18 |

Calls for Service

Offenses by Day of Week Grouped by Offense - Detail

| | (A) Sunday | (B) Monday | (C) Tuesday | (D) Wednesday | (E) Thursday | (F) Friday | (G) Saturday | Total |
|---|------------|------------|-------------|---------------|--------------|------------|--------------|-------|
| 6589 - PARKING COMPLAINT | 3 | 2 | 4 | 3 | 5 | 2 | 8 | 27 |
| 6589U - PARKING VIOLATION UNFOUNDED | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 |
| 7325 - Ordinance Violation | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 |
| 7701 - DOMESTIC TROUBLE | 2 | 4 | 3 | 2 | 0 | 0 | 2 | 13 |
| 7741 - JUVENILE RUNAWAY | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 |
| 9001 - ASSISTANCE RENDERED FIRE DEPT. | 1 | 1 | 2 | 0 | 0 | 2 | 3 | 9 |
| 9004 - ASSISTANCE RENDERED OTHER P.D. | 2 | 1 | 3 | 1 | 0 | 3 | 7 | 17 |
| 9021 - SECURITY CHECK RESIDENTIAL-OFFICER DISPATCHED | 0 | 0 | 0 | 2 | 1 | 0 | 0 | 3 |
| 9031 - LOCKOUT | 7 | 6 | 2 | 8 | 11 | 8 | 7 | 49 |
| 9033 - EXTRA PATROL - BUSIN | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 2 |
| 9039 - ASSISTANCE RENDERED OTHER PUBLIC SERVICE | 1 | 3 | 1 | 2 | 2 | 0 | 2 | 11 |
| 9040 - Check Well Being | 3 | 3 | 1 | 4 | 0 | 2 | 3 | 16 |
| 9046 - ALARM CALLS INDUSTRY AND COMMERCIAL | 2 | 3 | 3 | 1 | 5 | 1 | 4 | 19 |
| 9046D - ALARM CALLS RESIDENTIAL | 4 | 1 | 3 | 1 | 6 | 3 | 3 | 21 |

Calls for Service

Offenses by Day of Week Grouped by Offense - Detail

| | (A) Sunday | (B) Monday | (C) Tuesday | (D) Wednesday | (E) Thursday | (F) Friday | (G) Saturday | Total |
|--|------------|------------|-------------|---------------|--------------|------------|--------------|-------|
| 9046J - ALARM VEHICLE | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 |
| 9047 - ALARM CALLS HOLD UP | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 2 |
| 9050 - WIRES DOWN | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 |
| 9052 - Customer Dispute | 0 | 0 | 0 | 2 | 0 | 1 | 0 | 3 |
| 9056 - SOLICITORS/SALESMAN VIOLATION | 2 | 1 | 2 | 2 | 3 | 1 | 2 | 13 |
| 9058 - LOUD NOISE | 3 | 2 | 1 | 2 | 2 | 0 | 5 | 15 |
| 9061 - LOST ARTICLE | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 2 |
| 9062 - FOUND PROPERTY | 3 | 2 | 1 | 0 | 1 | 1 | 2 | 10 |
| 9064 - MISSING PERSON-17 AND OVER MALE | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| 9066 - MISSING PERSON-UNDER 17 MALE | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 |
| 9067 - MISSING PERSON-UNDER 17 FEMALE | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 |
| 9070 - Traffic Complaint | 2 | 0 | 2 | 2 | 4 | 2 | 2 | 14 |
| 9083 - ASSISTANCE RENDERED AMBULANCE | 14 | 17 | 6 | 9 | 13 | 10 | 16 | 85 |
| 9088 - Theft | 0 | 2 | 2 | 1 | 1 | 3 | 4 | 13 |

Calls for Service

Offenses by Day of Week Grouped by Offense - Detail

| | (A) Sunday | (B) Monday | (C) Tuesday | (D) Wednesday | (E) Thursday | (F) Friday | (G) Saturday | Total |
|--|------------|------------|-------------|---------------|--------------|------------|--------------|-------|
| 9089 - Vandalism | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 2 |
| 9091 - REPOSSESSION | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 |
| 9101 - SUSPICIOUS AUTO REPORTED | 3 | 2 | 0 | 1 | 2 | 0 | 3 | 11 |
| 9102 - SUSPICIOUS NOISE | 2 | 2 | 1 | 0 | 0 | 2 | 0 | 7 |
| 9102D - SUSPICIOUS INCIDENT | 2 | 1 | 1 | 3 | 2 | 2 | 2 | 13 |
| 9103 - SUSPICIOUS PERSON REPORTED | 2 | 0 | 0 | 3 | 3 | 0 | 4 | 12 |
| 9105 - NEIGHBORHOOD TROUBLE | 2 | 1 | 2 | 0 | 1 | 1 | 1 | 8 |
| 9110 - disturbance | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 2 |
| 9118E - E911 DEAD CALL-INVESTIGATED | 0 | 2 | 2 | 0 | 1 | 0 | 0 | 5 |
| 9119 - Other Investigations/Quasi-Criminal | 1 | 0 | 0 | 2 | 0 | 2 | 0 | 5 |
| 9122 - Juvenile Problem | 2 | 3 | 0 | 1 | 2 | 4 | 0 | 12 |
| 9123 - Remove Unwanted | 1 | 0 | 2 | 0 | 2 | 0 | 0 | 5 |
| 9124 - Traffic Altercation | 0 | 0 | 2 | 1 | 0 | 0 | 0 | 3 |
| 9208 - ANIMAL CALL/BITE | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 2 |

Calls for Service

Offenses by Day of Week Grouped by Offense - Detail

| | (A) Sunday | (B) Monday | (C) Tuesday | (D) Wednesday | (E) Thursday | (F) Friday | (G) Saturday | Total |
|--|------------|------------|-------------|---------------|--------------|------------|--------------|-------|
| 9209 - STRAY DOGS | 1 | 1 | 3 | 3 | 1 | 2 | 0 | 11 |
| 9211 - BARKING DOG | 2 | 0 | 0 | 2 | 0 | 0 | 0 | 4 |
| 9219 - ANIMAL CALL/OTHER COMPLAINT | 4 | 3 | 4 | 3 | 0 | 3 | 2 | 19 |
| 9307 - DAMAGE TO PROPERTY | 0 | 0 | 0 | 1 | 1 | 0 | 0 | 2 |
| 9905 - PROPERTY CODE VIOLATION - OTHER | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 2 |
| 9906 - OPEN BURNING (TRASH OR LEAF) | 0 | 1 | 1 | 1 | 0 | 0 | 0 | 3 |
| 9915 - Civil Assist | 1 | 1 | 2 | 2 | 1 | 1 | 2 | 10 |
| 9916 - NOTIFICATION | 0 | 1 | 0 | 0 | 2 | 1 | 0 | 4 |
| 9917 - CANINE DUTIES | 0 | 2 | 1 | 5 | 1 | 3 | 5 | 17 |
| 9918 - FIGHT RIOT BRAWL NO ASSAULT | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 2 |
| 9920 - PARTY (WILD) | 6 | 0 | 0 | 0 | 0 | 4 | 8 | 18 |
| 9922 - Information Only | 0 | 3 | 2 | 4 | 1 | 1 | 1 | 12 |
| 9925 - Road Hazard | 0 | 0 | 0 | 1 | 0 | 0 | 2 | 3 |
| 9928 - Citizen Assist | 1 | 3 | 1 | 1 | 0 | 2 | 3 | 11 |

Calls for Service

Offenses by Day of Week Grouped by Offense - Detail

| | (A) Sunday | (B) Monday | (C) Tuesday | (D) Wednesday | (E) Thursday | (F) Friday | (G) Saturday | Total |
|---------------------------------|------------|------------|-------------|---------------|--------------|------------|--------------|-------|
| 9941 - Officer Stand-By | 1 | 0 | 0 | 0 | 0 | 1 | 0 | 2 |
| 9952 - Harassment | 2 | 2 | 0 | 1 | 0 | 1 | 0 | 6 |
| 9958 - Inoperable Motor Vehicle | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 |
| 9967 - Intoxicated Subject | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 |
| Total | 108 | 129 | 95 | 105 | 109 | 108 | 140 | 794 |

10

Darien Police Department
2010 Memorial Day Weekend
Traffic Enforcement Statistics

| | Traffic Stops | Moving Violations | Non-Moving Violations | Speeding | DUI | Warning | Seat Belt Violation |
|------------|---------------|-------------------|-----------------------|----------|-----|---------|---------------------|
| Midnights | 40 | 15 | 4 | 12 | 4 | 24 | 1 |
| Days | 23 | 1 | 4 | 6 | 0 | 11 | 5 |
| Afternoons | 23 | 3 | 3 | 4 | 0 | 10 | 12 |
| | | | | | | | |
| TOTAL | 86 | 19 | 11 | 22 | 4 | 45 | 18 |

Item 6(b)

AGENDA MEMO
Police Committee
June 10, 2010

ISSUE STATEMENT

The Police Committee is requested to review and recommend City Council approval for the annual dues payment for Darien Police Department participation with the DuPage Metropolitan Enforcement Group (DUMEG).

BACKGROUND/HISTORY

The City, through its police department, participates in a county-wide drug enforcement task force managed by the Illinois State Police. The DuPage Metropolitan Enforcement Group (DUMEG) is staffed and funded by its member agencies within the county. The Darien Police Department is not a manpower contributor to DUMEG, but rather a fair share contributor. The fair share calculation is \$520 per authorized officer (39) for a total financial contribution of \$20,280. This expense will be divided between the General Fund (01-40-4337, \$13,280) and the Drug Asset Forfeiture Fund (11-40-4337, \$7,000).

STAFF/COMMITTEE RECOMMENDATION

The Staff recommends continued participation in DUMEG.

ALTERNATE CONSIDERATION

The alternate consideration would be to not participate in the county-wide drug enforcement task force.

DECISION MODE

If approved by the Committee, this item will be placed on the June 21, 2010, agenda for formal City Council consideration and approval,



DU PAGE METROPOLITAN

Narcotics and Dangerous Drugs

ENFORCEMENT GROUP

May 10, 2010

Chief Robert J. Pavelchik
Darien Police Department
1710 Plainfield Road
Darien, IL 60559

Dear Chief Pavelchik:

As approved by the DuPage MEG Policy Board your "Fair Share" contributions for FY2011 to DuPage MEG is \$20,280.00.

This figure is based upon \$520 per authorized officer, as approved by the DuPage MEG Policy Board.

Please send your contribution directly to DUMEG by July 15, 2010 so that proper budgeting for FY11 may be implemented.

If you have any questions regarding your contribution, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert J. Pavelchik".

Chief Robert J. Pavelchik
Chairman, DuPage MEG

DUMEG

P.O. BOX 162 • CLARENDON HILLS, ILLINOIS 60514-0162

630 - 325 - 4784

FAX: 630 - 325 - 4762

ITEM 6 (c)
REVIEW ONLY

| General Fund | | FYE '10 | | Current Year | | Explanation |
|-------------------------------|------|--------------|------------------|--------------|--------------|---|
| Police Department | | Total Budget | Estimated Actual | Actual | (Over)/Under | |
| Expenditures | | | | | | |
| Salaries | | | | | | |
| Salaries | 4010 | 464,918 | 464,918 | 463,706 | 1,212.04 | |
| Salaries - Officers | 4020 | 3,491,537 | 3,275,537 | 3,329,261 | (53,724.34) | Retired officer. sick/vacation payout plus general salary accrual |
| Overtime | 4030 | 510,224 | 540,000 | 525,092 | 14,907.99 | |
| Total Salaries | | 4,466,679 | 4,280,455 | 4,318,059 | (37,604.31) | |
| Benefits | | | | | | |
| Social Security | 4110 | 28,000 | 28,000 | 27,039 | | |
| Medicare | 4111 | 52,000 | 52,000 | 48,257 | | |
| I.M.R.F. | 4115 | 47,000 | 47,000 | 38,913 | | |
| Medical/Life Insurance | 4120 | 372,000 | 440,000 | 439,423 | | |
| Police Pension | 4130 | 939,778 | 939,778 | 948,960 | | |
| Suppl Pensions | 4135 | 56,400 | 56,400 | 47,488 | | |
| Total Benefits | | 1,495,178 | 1,563,178 | 1,550,079 | 13,098.53 | |
| Materials and Supplies | | | | | | |
| Animal Control | 4201 | 2,000 | 2,000 | 1,290 | 710.00 | |
| Auxiliary Police | 4203 | 4,000 | 2,000 | 692 | 1,308.05 | No additions of Auxiliary Officers |
| Boards/Commissions | 4205 | 22,000 | 22,000 | 13,421 | 8,578.55 | (2) officers not hired |
| Dues and Subs | 4213 | 6,800 | 5,500 | 4,899 | 600.91 | |
| Investigation/Equip | 4217 | 60,275 | 60,000 | 32,269 | 27,731.36 | Ammunication invoices not received |
| Liability Insurance | 4219 | 269,460 | 229,000 | 218,225 | 10,774.98 | Anticipated deductibles not paid |
| Maintenance - Building | 4223 | 40,600 | 40,000 | 28,063 | 11,936.87 | |
| Maint - Equipment | 4225 | 54,540 | 36,000 | 30,324 | 5,676.34 | |
| Maint - Vehicles | 4229 | 42,280 | 48,000 | 49,240 | (1,240.23) | Expired warranty coverage |
| Postage/Mailings | 4233 | 4,200 | 2,940 | 2,633 | 306.67 | |
| Printing and Forms | 4235 | 5,000 | 5,000 | 1,998 | 3,002.03 | |
| Public Relations | 4239 | 5,500 | 7,500 | 7,290 | 210.23 | |
| Rent - Equipment | 4243 | 11,200 | 4,000 | 2,867 | 1,133.12 | |
| Supplies - Office | 4253 | 10,000 | 7,650 | 7,367 | 282.85 | |
| Training/Education | 4263 | 57,610 | 46,700 | 43,436 | 3,264.50 | |
| Travel/Meetings | 4265 | 17,450 | 11,000 | 13,139 | (2,139.28) | Kramer homicide costs/meals |
| Telephone | 4267 | 13,080 | 13,080 | 10,686 | 2,394.47 | |
| Uniforms | 4269 | 89,150 | 51,000 | 43,265 | 7,734.63 | |
| Utilities | 4271 | 21,000 | 13,000 | 11,170 | 1,829.73 | |
| Vehicle (Gas and Oil) | 4273 | 132,000 | 100,000 | 100,285 | (284.72) | |
| Total Materials and Supplies | | 868,145 | 706,370 | 622,559 | 83,811.06 | |
| Contractual | | | | | | |
| Consulting/Prof | 4325 | 7,000 | 3,000 | 3,600 | (600.00) | EOP billing-\$3600/under budget |
| Darien Area Dispatch | 4335 | 420,624 | 420,624 | 419,135 | 1,488.69 | |
| Dumeg/Fiat/Child | 4337 | 7,000 | 7,000 | 7,000 | 0.00 | |
| Total Contractual | | 434,624 | 430,624 | 429,735 | 888.69 | |
| Capital Outlay | | | | | | |
| Equipment | 4815 | 20,000 | 30,000 | 29,254 | 745.93 | Grant reimbursed in-car printers |
| Total Capital Outlay | | 20,000 | 30,000 | 29,254 | 745.93 | |
| Total Expenditures | | 7,284,626 | 7,010,627 | 6,949,687 | 60,939.90 | Under estimate by \$60,939.60 |

ITEM 6 (d)

AGENDA MEMO
POLICE COMMITTEE
June 10, 2010

ISSUE STATEMENT

At the direction of the Police Committee, Staff has chosen a departmental topic to review at this meeting. The topic chosen is the negotiated agreement between the Metropolitan Alliance of Police/Darien Police Chapter #48 and the City of Darien. This particular contract has been in effect since May 1, 2007, and will expire on the start date of the next negotiated contract.

BACKGROUND/HISTORY

The Darien Police Department has been under the regulations of a negotiated contract for approximately twenty years. The purpose of the contract is to provide a written document that dictates the benefits and working conditions of its members that both the Police Chapter and the City Administration is obligated to follow.

STAFF/COMMITTEE RECOMMENDATION

The Staff recommends that the Committee review the contract so that there is a better understanding of how it interacts with the operations of the department. The purpose of this presentation is for the education of the Committee and not designed for discussion regarding any future negotiations. Negotiations for the upcoming contract will be addressed by the entire Council in an Executive Session.

ALTERNATE CONSIDERATION

None.

DECISION MODE

None to be made.

ITEM 6 (d)

**NEGOTIATED AGREEMENT BETWEEN THE
METROPOLITAN ALLIANCE OF POLICE
DARIEN POLICE CHAPTER #48**

AND

THE CITY OF DARIEN

5-1-2007 through 4-30-2010

Table of Contents

| | |
|---|----|
| PREAMBLE | 1 |
| ARTICLE I | 2 |
| RECOGNITION | 2 |
| Section 1.1. Recognition..... | 2 |
| Section 1.2. Probationary Period..... | 2 |
| Section 1.3. Fair Representation..... | 2 |
| Section 1.4. Gender..... | 2 |
| Section 1.5. Chapter Officers..... | 2 |
| ARTICLE II..... | 3 |
| MANAGEMENT RIGHTS | 3 |
| Section 2.1. Management Rights..... | 3 |
| ARTICLE III..... | 4 |
| LAYOFF | 4 |
| Section 3.1. Layoff..... | 4 |
| Section 3.2. Recall..... | 4 |
| ARTICLE IV | 5 |
| NO STRIKE CLAUSE | 5 |
| Section 4.1. No Strike Clause..... | 5 |
| Section 4.2. No Lockout..... | 5 |
| Section 4.3. Judicial Restraint..... | 5 |
| Section 4.4. Discipline of Strikers..... | 5 |
| ARTICLE V..... | 6 |
| COMPENSATION AND HOURS OF WORK..... | 6 |
| Section 5.1. Compensation and ICMA..... | 6 |
| Section 5.2. Longevity..... | 6 |
| Section 5.3. Normal Work Hours..... | 6 |
| Section 5.3 (a) Schedule Committee..... | 7 |
| Section 5.4. Call Back..... | 8 |
| Section 5.5. Overtime..... | 8 |
| Section 5.5 (a). Non-scheduled Overtime..... | 8 |
| Section 5.5 (b). Scheduled Overtime – Patrolman..... | 8 |
| Section 5.5 (c). Acceptance of Overtime Assignment..... | 8 |
| Section 5.5 (d). Overtime Assignments – Sergeants..... | 9 |
| Section 5.5 (e). Hours Worked..... | 9 |
| Section 5.5 (f). Overtime Assignments: Specialty Details and Assignments..... | 9 |
| Section 5.5 (g). Overtime Eligibility List..... | 9 |
| Section 5.6. Court Time..... | 9 |
| Section 5.7. Work Breaks..... | 10 |

| | |
|---|----|
| Section 5.8. Shift Assignments..... | 10 |
| Section 5.9. Meetings..... | 10 |
| Section 5.10. Acting Shift Commander/Field Training Officer Compensation..... | 10 |
| Section 5.11. Compensatory Time..... | 11 |
| ARTICLE VI..... | 12 |
| UNION SECURITY AND DUES CHECK-OFF..... | 12 |
| Section 6.1. Fair Share..... | 12 |
| Section 6.2. Dues Deductions..... | 12 |
| Section 6.3. Indemnity..... | 12 |
| Section 6.4. Revocation of Dues..... | 12 |
| Section 6.5. Bulletin Boards..... | 12 |
| Section 6.6. Labor-Management Meetings..... | 12 |
| ARTICLE VII..... | 14 |
| VACATION..... | 14 |
| Section 7.1. Eligibility and Allowances..... | 14 |
| Section 7.2. Vacation Pay..... | 14 |
| Section 7.3. Scheduling..... | 14 |
| Section 7.4. Accrual Schedule..... | 15 |
| Section 7.5. Accumulation..... | 15 |
| Section 7.6. City Emergency..... | 16 |
| ARTICLE VIII..... | 17 |
| HOLIDAY AND PERSONAL TIME..... | 17 |
| Section 8.1. Holiday..... | 17 |
| Section 8.2. Holiday Pay..... | 17 |
| Section 8.3. Personal Days..... | 17 |
| ARTICLE IX..... | 18 |
| LEAVE OF ABSENCE..... | 18 |
| Section 9.1. Absence from Work..... | 18 |
| Section 9.2. Sick Leave..... | 18 |
| Section 9.3. Sick Leave Accrual and Usage..... | 18 |
| Section 9.4. Funeral Leave..... | 19 |
| Section 9.5. General Leave of Absence..... | 19 |
| Section 9.6. Military Leave..... | 19 |
| Section 9.7. Jury Duty..... | 20 |
| Section 9.8. Maternity Leave..... | 20 |
| ARTICLE X..... | 21 |
| EDUCATION BENEFITS..... | 21 |
| Section 10.1. On-Duty Training..... | 21 |
| Section 10.2. Scheduling of On-Duty Training..... | 21 |
| Section 10.3. Educational Incentive..... | 21 |
| Section 10.4. Travel and Meeting Expense Allowances..... | 22 |
| ARTICLE XI..... | 23 |
| GRIEVANCE PROCEDURE..... | 23 |

| | |
|---|----|
| Section 11.1. Definition..... | 23 |
| Section 11.2. Fees and Expenses of Arbitration..... | 24 |
| Section 11.3. Forms..... | 25 |
| Section 11.4. General Rules..... | 25 |
| Section 11.5. Notice of Union Representation..... | 25 |
| Section 11.6. Rights of Chapter..... | 25 |
| ARTICLE XII..... | 26 |
| NON-DISCRIMINATION..... | 26 |
| Section 12.1. Non-Discrimination..... | 26 |
| Section 12.2. Chapter Activity..... | 26 |
| ARTICLE XIII..... | 27 |
| DISCIPLINE..... | 27 |
| Section 13.1. Procedure of Discipline..... | 27 |
| Section 13.2. Jurisdiction of Police and Fire Commission..... | 27 |
| Section 13.3. Written Reprimand..... | 27 |
| Section 13.4. Purge of Personnel File..... | 27 |
| Section 13.5. Personnel File..... | 27 |
| ARTICLE XIV..... | 28 |
| INVESTIGATIONS CONCERNING OFFICERS..... | 28 |
| Section 14.1. Right to Investigate..... | 28 |
| ARTICLE XV..... | 29 |
| HOSPITALIZATION, DENTAL, OPTICAL AND LIFE INSURANCE..... | 29 |
| Section 15.1. Hospitalization..... | 29 |
| Section 15.2. Life Insurance..... | 29 |
| Section 15.3 Continuation of Benefit..... | 29 |
| Section 15.4. Wellness Program..... | 29 |
| Section 15.5 Death Benefits..... | 29 |
| ARTICLE XVI..... | 30 |
| DISABILITY AND RETIREMENT BENEFITS..... | 30 |
| Section 16.1. Employee Disability..... | 30 |
| ARTICLE XVII..... | 31 |
| ARTICLE XVII..... | 31 |
| UNIFORM BENEFITS..... | 31 |
| Section 17.1. Benefits..... | 31 |
| ARTICLE XVIII..... | 32 |
| OFF DUTY EMPLOYMENT..... | 32 |
| Section 18.1. Employment Outside Department..... | 32 |
| Section 18.2. Extra Duty Details..... | 32 |
| ARTICLE XIX..... | 33 |
| SENIORITY..... | 33 |
| Section 19.1. Seniority..... | 33 |
| Section 19.2. Determination of Seniority..... | 33 |
| Section 19.3. Maintenance of Seniority List..... | 33 |

| | |
|--|----|
| Section 19.4. Forfeiture of Seniority..... | 33 |
| ARTICLE XX..... | 34 |
| BOARD OF POLICE COMMISSIONERS | 34 |
| Section 20.1. Board of Police Commissioners..... | 34 |
| ARTICLE XXI..... | 35 |
| SAVINGS CLAUSE..... | 35 |
| Section 21.1. Savings Clause..... | 35 |
| ARTICLE XXII..... | 36 |
| MAINTENANCE OF ECONOMIC BENEFITS | 36 |
| Section 22.1. Maintenance of Economic Benefits..... | 36 |
| ARTICLE XXIII..... | 37 |
| ENTIRE AGREEMENT..... | 37 |
| Section 23.1. Entire Agreement..... | 37 |
| Section 23.2. Ratification and Amendment..... | 37 |
| ARTICLE XXIV..... | 38 |
| LIGHT DUTY | 38 |
| Section 24.1. Work Schedule for Light Duty..... | 38 |
| ARTICLE XXV..... | 39 |
| TERMINATION..... | 39 |
| Section 25.1. Termination..... | 39 |
| APPENDIX A..... | 40 |
| Wage Schedule..... | 40 |
| APPENDIX B..... | 41 |
| SENIORITY LIST | 41 |
| APPENDIX C..... | 42 |
| ISSUED EQUIPMENT | 42 |
| APPENDIX D..... | 43 |
| LOCAL TRAINING SESSION/TRAVEL TIME AND COMPENSATION GUIDELINES | 43 |

**NEGOTIATED AGREEMENT
BETWEEN THE CITY OF DARIEN
AND
THE METROPOLITAN ALLIANCE OF POLICE DARIEN CHAPTER #48**

PREAMBLE

This Agreement entered into by the City of Darien, DuPage County, Illinois, hereinafter referred to as the Employer, and the Metropolitan Alliance of Police Darien Chapter, hereinafter referred to as the Chapter, is intended to promote harmonious and mutually beneficial relations between the Employer and the Chapter, and is set forth herein the basic and full agreement between the parties concerning rates of pay, wages and other conditions of employment for full-time police officers, full-time police sergeants, and probationary police officers of the City of Darien, as defined herein below and hereinafter referred to as "Officers" or "employees", or when the context requires a singular noun, as "Officer" or "employee".

ARTICLE I **RECOGNITION**

Section 1.1. Recognition.

Pursuant to an election and certification by the Illinois Labor Relations Board under Case No. S-RC-9013 dated December 27, 1989, and the certification issued thereon to the Chapter by the State of Illinois Labor Relations Board, the Employer recognizes the Chapter as the exclusive bargaining agent for the purpose of establishing wages, hours, and other conditions of employment for all sworn full-time, and probationary officers within the police department of the City of Darien, below the rank of lieutenant, as certified, as described herein above. None of the provisions of this Agreement shall be construed to require either the Employer or the Chapter to violate any Federal or State Laws. In the event any provisions hereof or hereinafter stated shall conflict with any such law, such provision shall be modified to the extent necessary to conform to said laws.

Section 1.2. Probationary Period.

As established by the City's Board of Fire and Police Commission, the probationary period for Officers is twelve (12) months in duration from the date of appointment. Nothing herein shall be construed to modify the Commission's authority to set or modify probationary periods, provided that set probationary periods shall not exceed eighteen (18) months from the date the officer completes his academy training. During the probationary period, an officer is subject to discipline, including discharge, without cause and with no recourse to the grievance procedure or any other forum. It is further agreed that probationary officers shall be entitled to all other rights, privileges, and benefits conferred by this agreement except as previously stated.

Section 1.3. Fair Representation.

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

Section 1.4. Gender.

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

Section 1.5. Chapter Officers.

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

ARTICLE II
MANAGEMENT RIGHTS

Section 2.1. Management Rights.

Except as specifically limited by the express provisions of this Agreement, the City retains all traditional rights to manage and direct the affairs of the City in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, services and missions of the City; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish specialty positions; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to contract out for goods and services; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders, policies and procedures; to evaluate employees; to establish performance standards for employees; to discipline, suspend and discharge non-probationary employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities or introduce new ones; to determine training needs and assign employees to training; to determine work hours (shift hours); to determine internal investigation procedures; to take any and all actions as may be necessary to carry out the mission of the City and the Police Department in the event of civil emergency as may be declared by the Mayor, Police Chief, or their authorized designees, it is the sole discretion of the Mayor to determine that civil emergency conditions exist which may include, but not be limited to, riots, civil disorders, tornado conditions, floods or other catastrophes. In the event of such emergency action, the provisions of this Agreement, other than compensation provisions, may be suspended, if necessary, provided that all provisions of the Agreement shall be immediately reinstated once the local disaster or emergency condition ceases to exist; and to carry out the mission of the City.

ARTICLE III
LAYOFF

Section 3.1. Layoff.

The City in its reasonable discretion shall determine when and whether lay-offs are necessary. If the City so determines that these conditions exist employees covered by this agreement will be laid off in accordance with their length of service with the City as provided in Ill. Rev. Stat. Chapter 24 Section 10-2.1-18. All officers shall receive notice in writing of the layoff at least fifteen (15) days in advance of the effective date of such layoffs.

Section 3.2. Recall.

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

Employees who are eligible for recall shall be given fifteen (15) calendar days' notice of recall. Notice of recall shall be sent to the employee by certified or registered mail, return receipt requested, with a copy to the Chapter. The employee must notify the Police Chief or his designee of his intention to return to work within seven (7) days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Police Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list.

ARTICLE IV
NO STRIKE CLAUSE

Section 4.1. No Strike Clause.

Neither the Chapter nor any officers, agents or employees will instigate, promote, sponsor, engage in or condone any strike, sympathy strike, secondary boycott, slowdown, speed-up, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass resignations, mass absenteeism, or picketing which in any way results in the interruption or disruption of the operations of the City, regardless of the reason for so doing. Each employee who holds the position of officer or steward of the Chapter occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Chapter agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 4.2. No Lockout.

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

Section 4.3. Judicial Restraint.

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

Section 4.4. Discipline of Strikers.

Any officer who violates the provisions of Section 4.1 of this Article shall be subject to disciplinary action and statutory penalties. Any action taken by the Employer against any officer who participates in any action prohibited by Section 4.1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure.

ARTICLE V
COMPENSATION AND HOURS OF WORK

Section 5.1. Compensation and ICMA.

Compensation of the Police Officers of the City of Darien shall be paid according to Appendix A attached hereto and by reference incorporated herein. Said compensation shall be effective May 1, 2007 and any and all retroactive pay shall be distributed to the officers in a lump sum on or before 30 days after the date of execution of this agreement.

Effective January 1, 2002 all employees covered by this Agreement, including patrol officers and sergeants, shall be allowed to participate in the City provided ICMA program. All employees shall be given matching funds up to twelve hundred dollars (\$1,200.00) per year.

Section 5.2. Longevity.

All patrol officers shall receive an automatic increase of two percent (2%) to their yearly base salary on the eleventh (11th) through the eighteenth (18th) anniversary of their date of employment by the City. All patrol officers shall receive an automatic increase of six percent (6%) to their yearly base salary on the nineteenth (19) and all subsequent anniversaries of their date of employment by the city. The dates of employment for all employees covered by this agreement are listed in Appendix B which is attached hereto and made part hereof.

Officers promoted from the rank of Patrolman to the rank of Sergeant shall be paid at the Sergeant's salary step closest to but greater than the officer's last Patrolman salary step.

Section 5.3. Normal Work Hours.

All officers covered by this agreement will work an eight (8) hour day, including a forty-five (45) minute paid meal period. Any hours worked in addition to the above shall constitute overtime and shall be paid at the rate of one and one-half (1 ½) times the Officers current rate of pay. All Officers covered by this Agreement will be compensated at the rate of one and one-half (1 ½) times the Officers current rate of pay for any days that Officer works in excess of the dates scheduled for regular shift.

Officers assigned to the Patrol Division shall work a twenty-eight (28) day shift with eight (8) scheduled days off per shift. Patrol Division will rotate from day shift (0700-1500 hours) to midnight shift (2300-0700 hours) to afternoon shift (1500-2300 hours). A Power Shift will work such hours as are assigned by the Chief of Police from time to time in accordance with the needs of the Department. Sergeant's shifts will rotate with the patrolman's shifts. All shift schedules shall be posted no later than ten (10) days prior to the commencement of that schedule.

Any medical testing or evaluations required by the Darien Police Department or City of Darien shall be arranged during the officer's normal work hours. If the medical evaluation cannot be arranged during the Officer's normal work hours, the officer will be allowed to switch shifts to accomplish the medical evaluation. The officer shall be allowed to accomplish the

medical evaluation on the officer's off time or during allotted court time and any expenses incurred by the officer shall be reimbursed by the City of Darien. The eye exam shall be at an optometrist located within the City limits or one who has been previously approved by the Chief of Police.

The annual eye exam currently required by the City of Darien can be complied with at any time during the calendar year. The City agrees to schedule at least three (3) health fairs scheduled to accommodate shift hours and to allow all covered officers to exchange shifts to take advantage of the exams offered at these health fairs.

The City of Darien shall be responsible for all costs of required tests and/or evaluations and the officers shall not be required to pay any co-payment or deductibles, nor shall the officers be required to use any of their health insurance benefits unless the affected officer chooses to have the test done on his own personal time at which the City shall reimburse the officer only the co-pay amount.

Officers with approved vacation will be given first consideration for weekends off in conjunction with their vacation. The scheduling officer will then make every reasonable attempt to provide each officer with at least one (1) weekend off per shift and then will make every reasonable attempt to satisfy as many specific day off requests as possible. Consideration for days off will be given to the request of individual officers by seniority, provided specific requests are made no later than ten (10) days prior to the start of the affected shift. Requests for specific days off submitted later than ten (10) days prior to the start of the shift will not enjoy the priority of seniority. Sergeants shall have the schedule posted no later than (7) seven days prior to the start of the upcoming shift. All requests for days off are subject to the manpower requirements of the Department.

If in the discretion of the Chief the Sergeants are required to select shift that selection shall be done on a seniority basis utilizing first time in rank and if that results in a tie, then start date with the employer.

The parties agree that scheduled shifts shall not be changed to avoid the payment of overtime.

Section 5.3 (a) Schedule Committee.

The parties agree that they shall form a committee to evaluate and implement a new schedule. Said committee shall be comprised of the Chief of Police, The Deputy Chief of Police, one (1) Sergeant and Two (2) Patrolmen (the Sergeant and the two Patrolmen shall be selected by officers covered by members of the bargaining unit). Said committee's decision shall be by unanimous vote.

Section 5.4. Call Back.

Any Officer covered by this Agreement who is called back to work on an assignment which does not continuously precede or follow an Officers regularly scheduled working hours shall be compensated a minimum of two (2) hours for each call back or the actual time worked, whichever amount is greater.

Section 5.5. Overtime.

The Chief of Police or his designee shall have the right to require overtime work. Except in emergencies, such overtime assignments shall be as follows:

Section 5.5 (a). Non-scheduled Overtime.

Any overtime work requested in the Patrol Division with less than eight (8) hours notice before said overtime is actually worked shall be considered non-scheduled overtime. The watch commander shall be responsible for filling the shortage with overtime, and shall first offer part or all of the overtime assignment to the on duty shift. If it is necessary to hold an officer over from a prior shift, or to call an officer in early from the next shift, selection will first be requested by seniority. If no officer volunteers, and it should be necessary to order an officer to stay or report in early, then overtime will be ordered in the basis of reverse seniority. Officers on vacation need not be requested to work non-scheduled overtime, except in case of emergencies.

Section 5.5 (b). Scheduled Overtime – Patrolman.

Any overtime work requested in the Patrol Division with eight (8) hours (or more) notice prior to the working of said overtime shall be considered scheduled overtime. Scheduled overtime shall be offered by seniority first to the officers on a regular day-off status assigned to the affected shift. In the event that no officer volunteers, the overtime shall be offered to officers on the other shifts, according to the following procedure:

Day Shift shortage - day, midnight, afternoon
Afternoon Shift shortage - afternoon, day, midnight
Midnight Shift shortage - midnight, afternoon, day

In the event that no patrol division officer accepts the overtime assignment, the supervisor may then offer the assignment to officers assigned outside the patrol division. For purposes of these Section, Officers assigned to the power shift shall be considered as working the afternoon shift, working the regular patrol shift with the closest matching hours (if the power shift starts halfway through or earlier it shall be attached to the prior shift, if the power shift starts after the halfway point it shall be attached to the following shift). If no patrol division or patrol officer assigned outside of the patrol division accepts the overtime assignment, then overtime will be ordered on the basis of reverse seniority IN THE PATROL DIVISION.

Section 5.5 (c). Acceptance of Overtime Assignment.

In order to accept an overtime assignment, officers must be available for the length of the assignment. Officers on a definite court call (i.e. traffic court, summary suspension hearing,

subpoena, or motion to suppress hearing) shall not be able to accept the assignment. Officers on a Court stand-by shall be eligible for overtime assignments.

Section 5.5 (d). Overtime Assignments – Sergeants.

When overtime assignments are on a shift where a sergeant is on duty, the overtime will be offered to patrolmen first as prescribed above. When overtime assignments are on a shift where no sergeant is on duty, the overtime will be offered to the sergeants first, as prescribed above.

Section 5.5 (e). Hours Worked.

"Hours worked" as mentioned above shall include all hours actually worked and any paid leave of absence which shall include but shall not be limited to SICK LEAVE, VACATION LEAVE, HOLIDAY LEAVE, and authorized paid time off.

Section 5.5 (f). Overtime Assignments: Specialty Details and Assignments.

The parties recognize that, from time to time, the department may offer or require overtime assignments outside the regularly scheduled patrol shifts, and that these assignments may require special training, designation or knowledge (e.g., D.A.R.E. instruction, overweight truck enforcement, public speaking and demonstration, training assignments, canine officer). Assignments of this nature shall be assigned by seniority to the officers designated as qualified in the specialty by the Chief of Police.

If the overtime assignment does not require special training or qualifications it shall be offered to officers by date of hire starting with the officer with the earliest date of hire and working down towards the officers with the latest date of hire.

Section 5.5 (g). Overtime Eligibility List.

It shall be the duty of the senior union representative to prepare a single roster of Patrol Officers' overtime eligibility on each of the patrol shifts incorporating all conditions of this contract. The list shall be made available to the Chief of Police or his designee 24 hours in advance of the first shift of each new 28 day shift period.

Section 5.6. Court Time.

Officers required to attend court on off-duty time shall be compensated with a minimum of two (2) hours overtime pay per day or the actual time worked at overtime rate, whichever is greater, for such court appearance.

Any employee covered by this Agreement who is required to standby for court appearance on off-duty time shall receive as compensation one (1) hour overtime pay per day for said standby. The standby hour shall be designated as from 11:30 a.m. to 12:30 p.m. Hours compensated as standby shall not be counted as hours worked and further, the Officer is not entitled to said compensation unless the standby is authorized by the Chief or his designee.

Section 5.7. Work Breaks.

Breaks may be taken at the discretion of the supervisor, for reasonable intervals, at reasonable times, and with such other units as the supervisor may deem reasonable. The supervisor shall ensure that adequate coverage exists at all times during break periods. The break period is considered on-duty time, and personnel are considered to be available for any assignment during any break period, including all routine calls within their beat.

Section 5.8. Shift Assignments.

An Officer shall be permitted to exchange shifts with another Officer subject to the approval of the Chief of Police or his designee. Officers shall be permitted to change shifts provided:

1. The change does not result in additional overtime compensation being paid to any of the Officers involved in the shift change.
2. The Officer requesting said change provides the Chief or his designee with the reason for the request.
3. The Officer changing shifts will forfeit seniority for vacation picks only on the new shift.

If either Officer involved in a shift change fails to report for duty without cause, and his failure to report for duty results in overtime being paid to any Officer, the Chief of Police shall have the discretion to address this conduct in the following manner:

| | |
|-----------------|--|
| First Offense: | Written Warning |
| Second Offense: | Written warning or suspension of the right to exchange shifts for no longer than six (6) months. |
| Third Offense: | Written warning or suspension of the right to exchange shifts for no longer than twelve (12) months. |

THE ABOVE OFFENSES MUST ALL OCCUR WITHIN ONE (1) YEAR AND THE CHIEF MUST APPLY ANY CORRECTIVE MEASURES ON A CONSISTENT BASIS.

Section 5.9. Meetings.

Any Officer required to be at a departmental meeting during off hours shall be compensated for actual time attending said meeting with a minimum of Two hours (2) of compensation.

Section 5.10. Acting Shift Commander/Field Training Officer Compensation.

Patrol Officers assigned as Acting Shift Commander shall receive an additional three dollars and **sixty cents (\$3.60/hr.)** effective the date of the arbitration award (12/10/08), three dollars and **seventy-five cents (\$3.75/hr.)** effective May 1, 2009 for each hour worked as Acting

Shift Commander, with a minimum assignment length of two (2) hours. The parties agree that Acting Shift Commander Officers shall be selected first in order of rank from the last available sergeants promotional list whether said list is expired or not and second to be selected by the on duty Sergeant

Effective date of signing, all Field Training Officers shall receive one (1) hour at the officer's overtime rate of pay (one and one-half times the officer's regular hourly rate of pay) for each eight (8) hour shift when acting as a Field Training Officer.

Section 5.11. Compensatory Time.

In lieu of overtime pay, an employee may earn compensatory time at a rate equal to one and one-half (1 ½) hours for each overtime hour worked in accordance with the provisions of Section 5.5. Employees may accumulate up to one-hundred and sixty (160) hours of compensatory time. Any other overtime worked will be paid in accordance with Section 5.5. Upon termination of employment, an employee shall be paid all accumulated compensatory time at the Officer's then current rate of pay. Requests for use of compensatory time will be subject to approval by the Officer's supervisor taking into account work needs of the Department. Requests for compensatory time must be made at least three (3) days in advance, unless approved by the Officer's supervisor. The Chief or the Chief's designee will not unreasonably withhold permission for the utilization of compensatory time off. Requests for payment of accumulated compensatory time shall be submitted in writing to the Chief of Police or his designee.

ARTICLE VI
UNION SECURITY AND DUES CHECK-OFF

Section 6.1. Fair Share.

During the term of this Agreement, Police Officers who are not members of the Chapter shall, commencing thirty (30) days after the effective date of this Agreement, pay a fair share fee to the Chapter for collective bargaining and contract administration services tendered by the Chapter as the exclusive representative of the officers covered by this Agreement. Such fair share fee shall be deducted by the City from the earnings of non-members and remitted to the Chapter each month. The Chapter shall annually submit to the City a list of the officers covered by this Agreement who are not members of the Chapter and an affidavit which specifies the amount of the fair share fee, which shall be determined in accordance with the applicable law.

Section 6.2. Dues Deductions.

Upon receipt of proper written authorization from an employee, the Employer shall deduct each month's Chapter dues in the amount certified by the Treasurer of the Chapter from the pay of all officers covered by this Agreement who, in writing, authorize such deductions. Such money shall be submitted to the Metropolitan Alliance of Police and the Darien Police Association within thirty (30) days after the deductions have been made.

Section 6.3. Indemnity.

The Chapter hereby indemnifies and agrees to save the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of, any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article, and shall reimburse the City for all legal costs that shall arise out of, or by reason of action, taken or not taken by the City in compliance with the provisions of this Article. **There shall be no indemnification if the employer initiates a challenge to the payments made under Section 6.1 or 6.1.**

Section 6.4. Revocation of Dues.

A Chapter member desiring to revoke the dues checkoff may do so by written notice to the Employer at any time upon thirty (30) days' notice.

Section 6.5 Bulletin Boards.

The City shall provide the Chapter with designated space on available bulletin boards, upon which the Chapter may post its official notices.

Section 6.6. Labor-Management Meetings.

The Chapter and the Employer agree that, in the interest of efficient management and harmonious employee relations, meetings will be held if mutually agreed between no more than two (2) Chapter representatives and responsible administrative representatives of the Employer. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "labor-management conference" and expressly providing the

specific agenda for such conference. Such conferences, times 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; and
- c. safety issues.

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

Attendance at labor-management conferences shall be voluntary on the employee's part. Attendance at such conferences shall not interfere with required duty time and attendance, if during duty time, is permitted only upon prior approval of the employee's supervisor. The City in its sole discretion shall determine its representatives at such meetings.

ARTICLE VII **VACATION**

Section 7.1. Eligibility and Allowances.

All employees shall be eligible for paid vacation time after the completion of six months of continuous full-time employment.

Section 7.2. Vacation Pay.

The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job classification at the commencement of the vacation period.

Section 7.3. Scheduling.

Employees shall be awarded vacation time by the City in accordance with Police Department manpower requirements, and on the basis of their shift seniority. Sign-up for annual vacations will begin on November 1 and end on December 31 of each year. Prior to sign-ups, an annual work schedule shall be posted by October 15th of each year. A sign-up sheet will be posted providing each officer a date on which to select vacation. Dates will be assigned according to shift seniority, with the most senior officer on each shift being assigned the first date. Officers may not sign-up prior to their assigned date unless all officers ahead of them have either signed up or waived their selection. Officers who miss their sign-up date may sign-up at their earliest opportunity, however, no bumping will be allowed. Officers not selecting their vacation during the sign-up period may still request vacation at any time, however, no bumping will be allowed. No vacation days may be taken without prior notice to and approval of the Chief of Police.

After two (2) years of service, earned vacation days may be taken at any time during the calendar year in which they are earned. Subject to the approval of the Chief or his designee, a maximum of five (5) vacation days may be carried over to the following calendar year but the officer must use the vacation days or, where applicable, request to be reimbursed for those days, must be used in the first quarter of the year or the vacation days carried over shall be lost. If an employee does not work the entire time to earn the vacation days after he/she has taken them, the employee shall repay the City for those vacation days not earned. Subject to Chief's approval, Employees may take two (2) vacations, earned in different years, back to back. Employees eligible for more than one week of vacation may, at their option and with the approval the Chief or his designee, take one (1) week in daily increments. All other weeks due must be taken in weekly increments.

Vacations selected during the initial bid period shall have priority usage over all other leave time and scheduled activities including, but not limited to, training, meetings etc., except during Darien Fest. Vacations taken in week long intervals will be allowed to include the week-end before and after such vacation.

Officers who have earned three (3) weeks of vacation may, at their option and with the

approval of the Chief or his designee, may "sell" the third week back to the City and work during that time period for regular time compensation. Officers who have earned four (4) or more weeks of vacation may, at their option and with the approval of the Chief or his designee, may "sell" the third and/or fourth week(s) back to the City and work during that time period for regular time compensation. Vacation time may be canceled by an officer at any time by notifying his immediate supervisor in writing. Single personal days and vacation days cannot be taken on holidays unless:

1. The new schedule has been posted, and,
2. Manpower permits

A personal/vacation day or days or any combination thereof when taken on a holiday or holidays must be tied to an entire week of vacation that the holiday or holidays fall on.

Vacations selected pursuant to this section cannot be canceled after the effective shift schedule has been posted.

Section 7.4. Accrual Schedule.

Vacation leave shall be earned during the employment year, anniversary date to anniversary date, (anniversary date shall mean date of hire) at the following rates:

- One Week: Six (6) months of service to the City of Darien for a period of time prior to each officer's anniversary date in the year in which the vacation is to occur. After 12 months of service, one additional week is earned. (The first earned week may be held over and be taken after the additional week is earned.)
- Two Weeks: Two (2) or more full years of service to the City of Darien for a period of time prior to each officer's anniversary date in the year in which the vacation is to occur.
- Three Weeks: Five (5) or more full years of service to the City of Darien for a period of time prior to each officer's anniversary date in the year in which the vacation is to occur.
- Four Weeks: Ten (10) or more years of service to the City of Darien for a period of time prior to each officer's anniversary date in the year in which the vacation is to occur.
- Five Weeks: Twenty (20) or more full years of service to the City of Darien for a period of time prior to each officer's anniversary date in the year in which the vacation is to occur.

Section 7.5. Accumulation.

Vacation credit shall not be accumulated during any layoff period, nor shall vacation

credit be accumulated during an unpaid leave of absence.

Section 7.6. City Emergency.

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

ARTICLE VIII
HOLIDAY AND PERSONAL TIME

Section 8.1. Holiday.

The following ten (10) days are holidays with pay for all officers in the City service:

| | |
|------------------|----------------------------|
| New Years Day | Labor Day |
| Presidents' Day | Thanksgiving Day |
| Easter Sunday | Day after Thanksgiving Day |
| Memorial Day | Day before Christmas |
| Independence Day | Christmas Day |

Section 8.2. Holiday Pay.

Officers scheduled to work on a holiday shall do so. Any employee taking an unexcused absence on the day before or after a holiday shall not be paid for that holiday. All officers shall be guaranteed ten (10) paid holidays per year on the following basis:

- a. If an officer works on a holiday, either regularly scheduled hours or overtime, compensation will be at two (2) times the officer's hourly rate for each hour worked plus eight (8) hours pay for the holiday.
- b. If a holiday falls on an officer's regularly scheduled day off or vacation day, he will receive compensation equivalent to eight (8) hours at base rate pay in lieu of a day off.
- c. Officers assigned to the Administration Division (detective, school liaison, DARE, light duty) shall observe the City holiday schedule and shall receive paid days off on those dates.

Section 8.3. Personal Days.

All Officers shall receive two (2) personal days, which will **not** be deducted from that officer's sick leave bank. Any requests for personal leave must be approved at least 48 hours in advance and must not conflict with the manpower requirements of the Department. There shall be no carry-over of this benefit from year to year. If the personal days are not utilized by any covered Officer during any given year, then the unused personal days will be returned to that officer's sick leave bank.

ARTICLE IX
LEAVE OF ABSENCE

Section 9.1. Absence from Work.

All absences from work must be reported to the Supervisor in charge prior to assigned working shift.

Section 9.2. Sick Leave.

Leave with pay is provided as a benefit in recognition that people do contract various illnesses from time-to-time, that their financial resources may be diminished in such instances, if pay is discontinued, and that it may not be in their best interest or health or the health of fellow Police Officers for them to work while sick.

Only full-time Police Officers shall be eligible for the paid sick leave benefit defined herein.

The Chief of Police may require any Police Officer to submit physician verification of an illness of three days or more.

Any absence due to illness must be reported to Police Officer's immediate supervisor not less than one (1) hour before the start of the day shift and not less than two (2) hours before the start of the afternoon shift and the midnight shift. A late report of illness may be accepted and approved by the Chief. A failure to properly report an illness shall be considered as absence without pay.

An officer shall be entitled to sick leave due to any of the following:

- a. Personal illness or physical incapacity;
- b. Quarantine of an employee by a physician;
- c. Illness or injury of an immediate family member of the employee (an immediate family member shall be a spouse, parent, child, brother, sister, mother-in-law and father-in-law);
- d. Maternity as directed by a physician; and
- e. Any purpose within the guidelines of the Family Medical Leave Act.

Section 9.3. Sick Leave Accrual and Usage.

The sick leave benefit shall be accrued at a rate of one calendar day for each full month of service, with a maximum of one hundred and fifty (150) days. Sick pay shall begin to accrue from the date of employment but shall not be taken until after six (6) months of employment. That sick time may be used in increments of at least one-half (½) day. Officers may transfer credit of earned sick days to another officer with the approval of the Chief of Police, such approval shall not be unreasonably withheld and shall be allowed under the following conditions:

- a) the affected officer has exhausted all of his own sick leave, and

- b) the affected officer has a serious illness or injury as determined by the Chief or his designee.

Upon each five (5) consecutive years of perfect attendance, an employee shall be given a bonus of five (5) days salary. An employee shall be allowed up to five (5) excused absences during this period and still remain eligible for the bonus. Any transfer of sick day credit to another officer will not affect the eligibility for the bonus. The officer's date of hire anniversary is the start and finish date of the five (5) year periods.

Any Police Officer who retires from employment with the Darien Police Department after twenty (20) years of service shall be paid 50% one half (½) of his unused sick leave at his then current salary with a maximum payout of seventy-five (75) days.

The Chapter and the City shall agree upon the establishment of an account to permit the payout of sick time upon retirement into an account to pay for City Health insurance on a pre-tax status, per IRS regulations, to be established by the City.

Section 9.4. Funeral Leave.

Time lost from scheduled work due to a death in the Officer's immediate family shall be paid at the Officer's regular base rate. Such time off shall not exceed three (3) consecutive days, one of which days shall be the day of the funeral. The Officer must notify his immediate on-duty supervisor prior to taking any time off for funeral leave.

The immediate family is defined as a spouse, child (natural or adopted), mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle or grandparent, or any relative residing in the Officer's residence for at least ninety (90) days preceding death.

In the event of the death of a spouse, child or parent, the Officer may use up to two (2) of his accrued sick days to extend the funeral leave with approval of the Chief or his designee.

Section 9.5. General Leave of Absence.

A Police Officer, regardless of length of service or status, may be absent from work without pay and without losing fringe benefits for a period of thirty (30) days subject to written approval of Chief of Police. In no case shall benefits accrue to the Police Officer while he is on an extended leave of absence beyond thirty (30) days.

Unauthorized absence from work shall be caused for disciplinary action.

Section 9.6. Military Leave.

A full time Police Officer of the City shall be entitled to a military leave of absence without pay while serving with the Armed Forces of the United States. Such Police Officer

shall, upon honorable discharge from Military Service be returned to the same position or one of like seniority status and pay. Such person shall apply for re-employment within thirty (30) days after separation from active duty and shall report for work within sixty (60) days after separation from active duty. Should a Police Officer already on military leave voluntarily reenlist or voluntarily extend his or her period of military service, military leave for that Police Officer shall be terminated.

A Police Officer shall be entitled to military leave without pay as a member of an organized reserve unit of the Armed Forces of the United States should such unit be ordered to active duty in a time of National emergency or for training exercises. Such leave of absence for military reserve training exercises shall not exceed two (2) weeks in each calendar year without prior approval of the Chief of Police.

All military leave shall be subject to and in accordance with all applicable Federal Law and the Illinois Serviceman's Employment Tenure Act (Chap. 126 ½, Paragraph 32 et sec, Illinois Revised Statutes).

Section 9.7. Jury Duty.

Police Officers are granted regular compensation for their regular work days when serving on jury duty. Any compensation received as a result of servicing on Jury Duty shall be signed over to the City of Darien. Officers shall turn in notice of jury duty on the first working day scheduled after receipt of the notice to serve.

Section 9.8. Maternity Leave.

A pregnant Officer may work up until the birth of the baby as long as she has her physician's permission and as long as her condition does not interfere with her work. This permission must be in writing stating the date of beginning leave, and filed with Chief of Police. A pregnant Officer may use her sick leave, as for any illness, to give birth or she may take leave without pay if her sick leave, vacation and holidays are not available. Following the birth of the baby, the Officer shall return to work as soon as her physician's approval is obtained and is in a normal state of health such that she may carry a normal work load. Such approval should be in writing and filed with the Chief of Police of her intention to return.

ARTICLE X
EDUCATION BENEFITS

Section 10.1. On-Duty Training.

Police Officers attending required training sessions away from the Police Department shall either be offered transportation to and from the training location, if available, or shall be paid the prevailing rate mileage allowance for the use of their own vehicle. An officer who attends a police related seminar, upon the direction of the Chief, on his own time will receive one (1) hour pay for each hour spent in said seminar. Officers attending training away from the department shall be compensated for travel time for all hours traveled in accordance with the agreement in APPENDIX D when the location of the training is outside the city limits of the City of Darien. Officers attending special schools or training academies outside of the City shall be allowed to utilize a police department squad, when available, for travel to and from the school or academy.

Police Officers attending training which is not required by the Department but at the request of the Police Officer shall do so on their own time and shall not be entitled to any compensatory time. It is also agreed that the transportation to and from these training sessions will be the officers responsibility, transportation may be provided utilizing a police department squad but only with permission of the Chief of Police.

Section 10.2. Scheduling of On-Duty Training.

All Police Officers assigned to in-house training shall be given notice of such training with a posting of the shift schedules. When training outside the Department is scheduled for Officers covered herein, said Officers shall be given as much notice as possible as the City receives notice from the training facilities.

Section 10.3. Educational Incentive.

Any member covered by this Agreement with at least two (2) years full-time experience with the City who enrolls in an accredited course of studies, in a law enforcement related curriculum, Accounting, Business/Business Administration, Computers, Management, Finance, Public Administration, or Political Science, English, Foreign Language, or any other studies approved by the Chief shall have the tuition for such subjects or courses reimbursed in the following manner:

Grade of A or B - 50% reimbursement

Grade of C - 25% reimbursement

The maximum reimbursement is \$1,500.00 for the term of this contract.

All reimbursements to be made after completion of courses with no reimbursement for a grade less than C or failure to complete the course. The reimbursement maximum of \$1,500.00

for all grades received shall be the maximum benefit allowed for the term of this Agreement. Officers who seek reimbursement for a particular course must, prior to enrolling in said course, obtain the approval of the Chief that the course is eligible for reimbursement. In addition, any officer who does not remain in the employ of the City for at least two (2) years following the completion of the curriculum (except when terminated by the City for cause), shall reimburse the City's tuition expenditure.

Section 10.4. Travel and Meeting Expense Allowances.

The City shall, upon the Chief's approval, reimburse Police Officers for professional conferences and training seminars, providing such funds are available.

Conventions, seminars, workshops, and conferences, generally of a national scope or regional (multi-state), gathering of national groups may be attended by Officers if the gathering of national groups is specifically related to his technical area. In all cases, specific approval by the Chief of Police is necessary.

State-wide conventions, seminars, workshops and conferences may be attended by Officers or their specifically designated representatives.

Attendees may include Police Officers who can be shown to have an interest in the gathering which directly relates to his or her area of work with specific approval of the Chief of Police is necessary.

A Police Officer wishing to attend a conference or gathering at his expense must receive a specific approval of the Chief of Police to be away from his or her regular duties.

Any Police Officer attending any conferences, meeting, seminar or convention and being reimbursed by the City or on City payroll is expected to conduct themselves in a manner as if they were still at work. Any improper conduct will be treated as if it occurred during regular working hours. The Uniform and Appearance policy shall be applicable to training, meetings, conferences, etc. Unless required by the nature of the topic, full sweat suits are considered an inappropriate level of attire.

Any Police Officer attending any conference, meeting, seminar or convention and being reimbursed by the City is to submit paid receipts for reimbursable expenses. The City Treasurer will not reimburse expenses which are not documented or which are unreasonable.

ARTICLE XI
GRIEVANCE PROCEDURE

Section 11.1. Definition.

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. For the purposes of this Agreement, a grievance is any dispute or difference of opinion raised by an employee or the Chapter against the Employer involving the meaning, interpretation or application of the provisions of this Agreement. The parties agree that the discipline of oral or written reprimands shall be subject to the jurisdiction to the grievance procedure. Any time period provided for under the steps in the grievance procedure may be mutually extended or contracted.

STEP ONE: The employee, with or without a Chapter representative, may take up a grievance with the employee's immediate supervisor within ten (10) calendar days of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond within ten (10) calendar days after such discussion. If the grievance is adjusted at Step One, the supervisor shall notify the Chief and Chapter representative in writing within ten (10) days thereafter the nature of the grievance and its resolution.

STEP TWO: If not adjusted in Step One, the grievance shall be reduced to writing and presented by the Chapter to the Chief of Police within ten (10) calendar days following the receipt of the supervisor's answer in Step One. The Chief of Police shall attempt to adjust the grievance as soon as possible, and therefore will schedule a meeting with the employee, his immediate supervisor or Shift Commander, and Chapter Representative within ten (10) calendar days after receipt of the grievance from the Chapter. The Chief of Police shall then render a decision, based on the supplied information during the meeting, within ten (10) calendar days of the meeting. The meeting referenced herein shall be scheduled on the affected officer's duty time or reasonably before or after the officer's regularly scheduled shift.

STEP THREE: If the grievance is not adjusted in Step Two, the grievance shall be submitted to the Mayor or his designated representative within five (5) calendar days of the receipt from the Chief of Police his response to the Step Two procedure. A meeting shall be held at a mutually agreeable time and place and participants shall discuss the grievance and hopefully come to an equitable solution. If a grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the parties. If no settlement is reached, the Mayor, or his designated representative, shall give the Chapter the Employer's answer within ten (10) calendar days following their meeting. The meeting referenced herein shall be scheduled on the affected officer's duty time or reasonably immediately before or after the affected officer's scheduled shift at a time mutually convenient with the Mayor.

STEP FOUR:

- a. If the Chapter is not satisfied with the decision of the Mayor, the Chapter may appeal the grievance to arbitration by notifying the Mayor in writing within ten (10)

calendar days after receipt of the Mayor's response in Step 4. Grievances will not be submitted for arbitration unless it is sponsored or backed by the Chapter. Within ten (10) calendar days of receipt of such request the Chapter and the City shall jointly submit the dispute to the Federal Mediation and Conciliation Service (FMCS), if the Federal Mediation and Conciliation Services is unavailable or unable to hear this dispute then the parties shall jointly submit the dispute to the American Arbitration Association and shall request a panel of five (5) arbitrators. If agreement cannot be reached in the selection of an arbitration service, the choice shall be determined by a coin toss. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the City and the Chapter shall have the right to strike two (2) names from the panel. The order of alternate striking shall be determined by a coin toss, with the losing party striking the first and third names. The person remaining shall be the arbitrator. The arbitrator shall fix the time and place of the hearing which shall be as soon as possible after his selection subject to the reasonable availability of Chapter and City representatives.

The Arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing subject to the availability of Chapter and City representatives.

The City and Chapter shall have the right to request the Arbitrator to require the presence of witnesses or documents. Both parties may retain the right to employ legal counsel.

- b. The power of the arbitrator shall be limited to the interpretation and application of the written terms of this Agreement. In no event may the terms and provisions of the Agreement be deleted, modified or amended by the arbitrator. He shall consider and decide only the specific issue raised by the grievance as originally submitted in writing to the City, and shall have no authority to make his decision on any issue not so submitted to him. The arbitrator shall submit in writing his decision within thirty (30) calendar days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension. In the event the arbitrator finds a violation of the Agreement, he shall determine an appropriate remedy. The decision of the arbitrator shall be final and binding on the parties. No decision or remedy of the arbitrator shall be retroactive beyond the period specified in Step 1 of this grievance procedure.

Section 11.2. Fees and Expenses of Arbitration.

The fee and expenses of the arbitrator and the cost of the written transcript, if requested by both parties, shall be divided equally between the City and the Chapter provided, however, that each party shall fully bear the expense of preparing and presenting its own case including the costs of witnesses and other persons (not employed by the City) it requires to attend the

arbitration. Should only one party request a transcript, that party shall pay for the cost of the transcript.

Section 11.3. Forms.

The City shall furnish mutually acceptable grievance forms which shall be used by both parties.

Section 11.4. General Rules.

- a. Any decision not appealed by the employee or the Chapter as provided within the time limits specified in each step shall be considered settled on the basis of the latest decision and shall not be subject to further appeal. Any grievance not answered within the time limits specified in each step shall be automatically appealed to the next step. However, time limits at each step may be extended by mutual written agreement of the Chapter and the City.
- b. No matter or action shall be treated as a grievance unless a grievance is filed in accordance with this Article.
- c. No grievance settlement made as a result of the grievance procedure shall contravene the provisions of this Agreement.

Section 11.5. Notice of Union Representation.

The Chapter shall certify to the City the names of those officers who are designated as representatives (stewards) for each shift and the Investigations Division. These officers shall be the only employees authorized to function as representatives/stewards on each respective shift and division, other than Chapter Executive Board members who are assigned to the respective shifts or Division.

Section 11.6. Rights of Chapter.

Nothing herein shall interfere with the rights of the Chapter as set forth in Section 6 (b) of the Act.

ARTICLE XII
NON-DISCRIMINATION

Section 12.1. Non-Discrimination.

In accordance with applicable law both the City and the Chapter agree not to discriminate against any employee covered by this Agreement in a manner which would violate federal or state laws on the basis of race, sex, creed, religion, color, marital status, age, national origin, political affiliation and/or beliefs, mental and/or physical handicaps.

The above section shall be subject to the grievance procedure up and through Step 3, but shall not be subject to arbitration under the grievance procedure.

Section 12.2. Chapter Activity.

The City and Chapter agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by law or by this Agreement, or on account of membership or non-membership in, the Chapter.

ARTICLE XIII **DISCIPLINE**

Section 13.1. Procedure of Discipline.

If the City has reason to discipline an employee, it will make every effort to do so in a manner that will not unduly embarrass the employee before other fellow employees or members of the public.

When any complaint, whether anonymous or not, is made against an officer and said complaint is unfounded or not sustained no reference of this complaint shall be made to the City of Darien Board of Fire and Police Commissioners either verbally or in written form. Such complaint will not be used in the determination of promotions or assignments.

Section 13.2. Jurisdiction of Police and Fire Commission.

Disciplinary action or termination are subject to the jurisdiction of the Board of Fire and Police Commissioners according to the applicable State law. Notice of said disciplinary action shall be provided in writing to the employee. Nothing in the article, however, shall be construed in such a manner as to make the reprimand, suspension or discharge of a probationary officer the subject of a hearing before the Board of Fire and Police Commissioners, or part of the Grievance Procedure.

Section 13.3. Written Reprimand.

In cases of written reprimand, notation of such reprimand shall become a part of the employee's personnel file and a copy given to the employee. The officer will be given the opportunity to submit his written response outlining his point of view in regards to the incident. The officer's written response will be attached to and remain part of the letter of reprimand as long as the reprimand remains in his/her file.

Section 13.4. Purge of Personnel File.

Any written reprimand shall be removed from the employee's record, if, from the date of the last reprimand, twelve (12) months have passed without the employee receiving an additional reprimand or discipline for the same or substantially similar offenses. Notwithstanding the above record of such discipline may be introduced when relevant at a disciplinary proceedings before the Board of Fire and Police Commission.

Section 13.5. Personnel File.

The City agrees to abide by the lawful requirements of the "Access to Personnel Records Act", Chapter 48, Article 2001 et seq. of the Illinois Revised Statutes.

ARTICLE XIV
INVESTIGATIONS CONCERNING OFFICERS

Section 14.1. Right to Investigate.

The City agrees to abide by the lawful requirements of the Illinois Compiled Statutes, Illinois Peace Officers Disciplinary Act.

ARTICLE XV
HOSPITALIZATION, DENTAL, OPTICAL AND LIFE INSURANCE

Section 15.1. Hospitalization.

The City shall continue to make available to all employees covered by this agreement health insurance substantially similar to the coverage which is currently in effect. The City shall continue to cover all Officers covered by this Agreement on its hospitalization and health program.

Contribution for medical insurance shall be as set forth herein:

Single coverage----- fifteen percent (15%) of total single premium
Family coverage----- fifteen percent (15%) of total family premium

The above contribution shall not exceed that being paid by all other City employees. The City reserves the right to self-insure and to change insurers and health plans during the course of this Agreement so long as the benefits and coverage sought are substantially similar to those being currently offered. In the event the City changes coverage, all Officers will be covered to the same extent as all other City employees. If the City provides dental insurance to its other employees, it will offer the same program to bargaining unit members.

Section 15.2. Life Insurance.

The City shall supply each Officer with term life insurance with a face amount equal to the Officer's gross salary.

Section 15.3 Continuation of Benefit.

When an officer is killed in the line of duty, the City will pay the full premiums for the continuance of the then current health insurance for the spouse and minor children up to the age of 18 for 24 months following the death of the officer.

Section 15.4. Wellness Program.

The City will allow each officer a reimbursement for the expense of a general physical exam up to **\$75.00** per calendar year. The physical exams shall include but not be limited to chest x-rays, blood serum analysis and heart stress test or tread mill test and other such tests and exams which are deemed reasonable.

Section 15.5 Death Benefits.

The City agrees to pay to the surviving dependents of any officer killed in the line of duty a one time payment of Five Thousand dollars (\$5,000.00).

ARTICLE XVI
DISABILITY AND RETIREMENT BENEFITS

Section 16.1. Employee Disability.

Any Patrol Officer who works full-time, non-retired and health insurance covered, who receives a sickness or injury and whose injury or sickness is not covered by Workman's Compensation shall be eligible for disability pay to the same extent that the City provides such benefits to non-bargaining union members.

ARTICLE XVII
UNIFORM BENEFITS

Section 17.1. Benefits.

Each member of the Police Department, beginning with the Officers second year of service, shall receiving a clothing allowance in the following amounts:

2007-2008 \$650.00
2008-2009 \$650.00
2009-2010 \$650.00

Officers starting on the Police Department shall be equipped with uniforms and equipment by the City in accordance with the list described in APPENDIX C which is attached hereto and part of hereof. Equipment and uniforms issued to new officers will be returned to the City if the officer fails to complete eighteen (18) months of service with the City.

Each member of the Police Department assigned to the Detective Division shall be permitted to use their clothing allowance to purchase non-uniform items of clothing for use in their plainclothes assignment.

The City agrees to allow Officers to utilize their uniform allowance for the purchase of bullet proof kevlar vest and the purchase of on duty weapons and ammunition for same. **Members are permitted to use their uniform allowance to purchase said items from an approved vendor without obtaining advance permission from the City, provided that the items purchased are authorized equipment.** The City agrees that subsequent to the original purchase of a bullet proof kevlar vest by the Officers covered by this Agreement, the City agrees to replace said vest after five (5) years of continuous use at no cost to the Officer. The Chief of Police reserves the right to approve the vendors for replacement vests. The City agrees to a replacement schedule as outlined in the attached Exhibit B. It is further agreed that any unused uniform allowance will be carried over to the next fiscal year and combined with the allowance for that year. The parties agree that this Section does not abrogate the Officer's duty to keep his/her uniform in a condition acceptable to the Chief.

Personal property required to be carried on duty, such as a watch, glasses, etc. shall be repaired or replaced at a reasonable price in the event of damage pursuant to police effecting a lawful arrest or becoming involved in a physical confrontation with a subject.

ARTICLE XVIII
OFF DUTY EMPLOYMENT

Section 18.1. Employment Outside Department.

The Chief of Police may restrict off duty employment in the best interest of department operations. Patrol Officers may be allowed to engage in off duty employment up to a maximum of twenty (20) hours per week, subject to the prior written approval of the Chief of Police or his designee.

Section 18.2. Extra Duty Details.

When the Department posts an extra duty detail, it will be filled by Officers on a first come first serve basis. Any requests of the Police Department for extra duty details will be forwarded to the Chapter Representative and the Chief of Police. Any Officer who accepts an extra duty assignment and later rejects or declines it is responsible for finding a replacement. Failure to do so will result in an Officer being ineligible for extra duty assignments for six (6) months. Any officer who works an extra duty detail shall be paid thirty dollars (\$30.00) per hour for all hours worked on the detail.

ARTICLE XIX
SENIORITY

Section 19.1. Seniority.

Unless stated otherwise in this Agreement, seniority for the purpose of this Agreement shall be defined as a Police Officer's length of continuous full-time service with the City since the Police Officer's last date of hire.

Unless otherwise stated herein, seniority of sergeants for the purpose of this Agreement shall be defined as a sergeants continuous full-time service in the rank of sergeant with the City. Should the situation arise when sergeants are promoted on the same date, then and only then shall seniority be redefined at the continuous length of service since the date of last hire with the City.

Regardless of date of hire, a sergeant is always considered senior to a patrolman.

Section 19.2. Determination of Seniority.

Seniority shall be determined by Police Officers length of service in the department. Time spent in the armed forces on military leave of absence and authorized leaves not to exceed thirty (30) days and time loss duty related disability shall be included.

Section 19.3. Maintenance of Seniority List.

A current and up-to-date seniority list showing the names and length of service of each Police Officer shall be maintained for inspection by members and shall be updated on a semiannual basis. This list is contained in Appendix B which is attached hereto and made part hereof.

Section 19.4. Forfeiture of Seniority.

A Police Officer shall forfeit his seniority rights upon separation from services due to dismissal, layoff or retirement. Full seniority rights shall be reinstated provided that any officer, who has a break in service of more than one year, must successfully complete a retraining program prescribed and approved by the Chief of Police and at the City's expense and under the following conditions:

- a. A Police Officer retires due to a disability and is later certified by the Police Pension Board to be capable of resuming his duties and is returned to work by the Chief of Police.
- b. A Police Officer is dismissed and later reinstated by a Court of competent jurisdiction.
- c. A Police Officer is separated due to a lay off or reduction in force and is later reinstated under conditions provided in the Illinois Revised Statutes.

ARTICLE XX
BOARD OF POLICE COMMISSIONERS

Section 20.1. Board of Police Commissioners.

The parties recognize that the City of Darien Board of Police Commission has certain statutory authority over employees covered by this Agreement, including but not limited to the right to make, alter and enforce rules and regulations and impose disciplinary sanctions. Nothing in this Agreement is intended in any way to replace and diminish any such authority.

ARTICLE XXI
SAVINGS CLAUSE

Section 21.1. 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, court or agency decision; and upon issuance of such a decision, the City and the Chapter agree to notify one another and to immediately begin negotiations on a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XXII
MAINTENANCE OF ECONOMIC BENEFITS

Section 22.1. Maintenance of Economic Benefits.

All direct and substantial economic benefits which are not set forth in this Agreement and are currently in effect shall continue and remain in effect until such time as the City shall notify the Chapter of its intention to change them. Upon such notification and if requested by the Chapter, the City shall meet and discuss such change before it is finally implemented by the City. Any change made without such notice shall be considered temporary pending the completion of such meet and confer discussions. If the Chapter becomes aware of such a change and has not received notification from the City, the Chapter must notify the City within fourteen (14) days of the date the Chapter became aware of such change and request discussions or such inaction shall act as a waiver of the right to participate in such discussions by the Chapter. If no agreement is reached within thirty (30) calendar days after discussions begin, Chapter shall have the right to refer the dispute over the change for Arbitration as set forth in Section 1614 of the Illinois Public Relations Act; the parties agree that the City shall have the right to temporarily implement the change during the period of said bargaining and article of arbitration.

ARTICLE XXIII
ENTIRE AGREEMENT

Section 23.1. Entire Agreement.

This Agreement constitutes the complete and entire Agreement between the parties and except as stated in Section 22.1 "Maintenance of Economic Benefits", concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the Employer as provided in the management rights clause, Article II. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Chapter specifically waives any right it may have to impact or effects bargaining for the life of this Agreement.

Section 23.2. Ratification and Amendment.

This Agreement shall become effective _____ day of _____, _____ after having been ratified by the City Council and the Chapter and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

ARTICLE XXIV
LIGHT DUTY

Section 24.1. Work Schedule for Light Duty.

Any Officer who is injured or is otherwise unable to perform his full-time duty will be allowed, with a written physician's approval, the opportunity to work light duty, subject to the Chief's approval and in accordance with the needs of the Department, and according to the applicable departmental policy. The City and the Chapter agree that there shall be no pyramiding of benefits of light duty assignments with workmen's compensation or other disability benefits.

ARTICLE XXV
TERMINATION

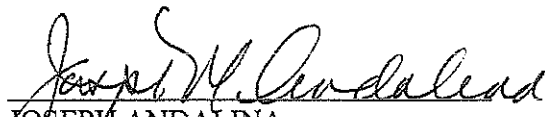
Section 25.1. Termination.

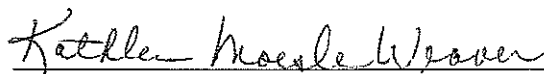
This Agreement shall be effective as of the day after it is executed by both parties and shall remain in force and effect until April 30, 2010. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date and not earlier than one hundred twenty (120) days that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. In the event that either party desires to terminate this Agreement, then the benefits as described herein shall remain in full force and effect with no diminution up to and until a new collective bargaining agreement shall be executed, and the party wishing to terminate shall give notice at least ninety (90) days prior to the expiration date hereof and not earlier than one hundred twenty (120) days.

Executed this 16th day of March, 2009 after being reviewed and approved by the Mayor and City Council.

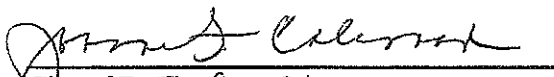
METROPOLITAN ALLIANCE OF
POLICE, DARIEN CHAPTER #48

CITY OF DARIEN


JOSEPH ANDALINA,
President M.A.P.


Kathleen Moerle Weaver
Mayor


President Darien Police Chapter


City of Darien CLERK

APPENDIX A

Wage Schedule

| | 07-08 | 08-09 | 09-10 | 11/01/09 |
|------------------|--------------|--------------|--------------|-----------------|
| | 3.40% | 3.40% | 3.94% | 0.75% |
| | | | | (patrol) |
| starting | \$49,002.61 | \$50,668.70 | \$52,665.05 | \$53,060.04 |
| 1 year | \$52,340.91 | \$54,120.51 | \$56,252.85 | \$56,674.75 |
| 2 year | \$55,679.24 | \$57,572.33 | \$59,840.68 | \$60,289.48 |
| 3 year | \$59,017.54 | \$61,024.13 | \$63,428.48 | \$63,904.20 |
| 4 year | \$62,355.82 | \$64,475.92 | \$67,016.27 | \$67,518.90 |
| 5 year | \$65,694.14 | \$67,927.74 | \$70,604.09 | \$71,133.62 |
| 6 year | \$69,032.45 | \$71,379.55 | \$74,191.90 | \$74,748.34 |
| 7 year | \$72,370.75 | \$74,831.35 | \$77,779.71 | \$78,363.05 |
| | | | | |
| 11 year | \$73,818.16 | \$76,327.98 | \$79,335.30 | \$79,930.31 |
| 19 year | \$76,172.99 | \$79,321.23 | \$82,446.49 | \$83,064.83 |
| | | | | |
| SGT <5 | \$89,256.63 | \$92,291.01 | \$95,927.28 | \$95,927.28 |
| SGT >5 | \$90,463.74 | \$93,539.51 | \$97,224.96 | \$97,224.96 |

All above salaries shall be retroactive for all hours compensated from May 1, 2007 and any retroactive pay earned as a result of the above increases in wages and other benefits shall be paid by the City to all covered employees for all hours compensated within thirty (30) days of the effective date of this agreement. The annual salary is calculated based upon 2080 hours.

APPENDIX B
SENIORITY LIST

| Rank | Officer | Hire Date | New Vest | Replacement |
|------|----------------------|------------|----------|-------------|
| 1 | Gross, James | 8/1/1973 | N/A | |
| 2 | Stock, David | 7/28/1988 | 2005 | 2010 |
| 3 | Menzione, Ralph | 7/28/1988 | 2008 | 2013 |
| 4 | Greenaberg, Patricia | 11/28/1989 | 2003 | 2008 |
| 5 | Foster, William | 6/17/1991 | 2005 | 2010 |
| 6 | Bozek, Mark | 7/18/1991 | 2009 | 2013 |
| 7 | Liska, Marina | 1/23/1992 | 2004 | 2009 |
| 8 | Foyle-Price, Kara | 4/12/1995 | 2005 | 2010 |
| 9 | Greenaberg, William | 1/11/1996 | 2005 | 2010 |
| 10 | Murphy, James | 12/29/1997 | 2005 | 2010 |
| 11 | Liss, Steven | 8/4/1998 | 2004 | 2009 |
| 12 | Stutte, Richard | 9/17/1998 | 2004 | 2009 |
| 13 | Kosieniak, Geoff | 9/28/1999 | 2004 | 2009 |
| 14 | Hellmann, Rick | 9/27/2000 | 2005 | 2010 |
| 15 | Yeo, Kevin | 7/10/2001 | 2005 | 2010 |
| 16 | Glomb, Brette | 9/27/2001 | 2005 | 2010 |
| 17 | Norton, Jason | 9/27/2001 | 2005 | 2010 |
| 18 | Lorek, Michael | 9/27/2001 | 2004 | 2009 |
| 19 | Bischoff, Brian | 1/9/2002 | 2005 | 2010 |
| 20 | Skweres, Nicholas | 9/25/2002 | 2005 | 2010 |
| 21 | Simek, Jeff | 9/25/2002 | 2005 | 2010 |
| 22 | Hruby, Anton | 8/18/2004 | 2004 | 2009 |
| 23 | Renner, Lauren | 11/20/2004 | 2004 | 2009 |
| 24 | Deyong, Owen | 9/7/2005 | 2005 | 2010 |
| 25 | Zimny, Jennifer | 1/03/2007 | 2007 | 2012 |
| 26 | Rumick, Doug | 9/10/2008 | 2008 | 2013 |
| 27 | Zerth, Krista | 9/10/2008 | 2008 | 2013 |
| | | | | |

| Rank | Sergeant | Hire Date | Promotion | New Vest | Replacement |
|------|-------------------|------------|------------|----------|-------------|
| 1 | Cheahre, Gregory | 10/2/1986 | 5/10/1996 | 2005 | 2010 |
| 2 | Borsilli, James | 9/1/1988 | 7/15/2002 | 2004 | 2009 |
| 3 | Piccoli, Gerald | 8/2/1985 | 11/4/2002 | 2004 | 2009 |
| 4 | Reed, Steven | 11/10/1978 | 1/19/2004 | 2002 | 2007 |
| 5 | Catalano, Leonard | 5/9/1979 | 5/3/2004 | 2002 | 2007 |
| 6 | Rentka, Edward | 8/20/1993 | 5/3/2004 | 2005 | 2010 |
| 7 | Topel, James | 3/15/1985 | 7/14/2005 | 2004 | 2009 |
| 8 | Campo, Michael | 4/22/1984 | 12/15/2008 | 2004 | 2009 |
| | | | | | |
| | | | | | |

Any officer ineligible for a vest under a prior agreement shall be now eligible with the understanding that said vest shall be worn.

APPENDIX C

ISSUED EQUIPMENT

The following equipment will be issued by the City to officers starting on the Darien Police Department.

- 5 long sleeve uniform shirts
- 5 short sleeve uniform shirts
- 5 pairs uniform trousers
- 1 pair black uniform shoes or boots
- 3 uniform hats (seasonal)
- 3 ties
- 1 tie bar
- 3 name plates
- 1 uniform leather or goretex jacket
- 1 Lightweight jacket
- 1 raincoat and hat cover
- Gunbelt
- Holster
- Handcuffs and handcuff case
- Keepers
- Magazine pouch
- A.S.P. and Holder
- Flashlight
- Flashlight holder
- Key holder
- Reflective traffic vest
- Metal ticket book cover
- Pepper Spray and Carrier
- Ballistic Vest**
- Glove Pouch**
- Taser Holster**

APPENDIX D

LOCAL TRAINING SESSION/TRAVEL TIME AND COMPENSATION GUIDELINES

In order to implement Section 10.1 of the Collective Bargaining Agreement between the City of Darien and MAP Chapter No. 48, the following guidelines will be observed:

1. When an officer drives to a seminar directly from his home, he will be compensated for the time spent in excess of his normal commute to the Police Department. For example, if the officer's normal travel time to work is one-half hour, and the drive from his house to the training facility takes one hour and fifteen minutes, the officer will be compensated for forty-five minutes of travel time both to and from the assignment.
2. If the officer's total time at the seminar (including lunch and breaks) plus the increased travel time is less than or equal to eight hours, the officer will receive eight hours pay. For example, assume the travel time described above. The seminar runs from 9:00 a.m. to 3:00 p.m. including a one hour lunch break. Since the officer's actual hours worked (one and one-half hours additional travel time plus 6 hours seminar attendance) is less than eight hours, the officer will receive eight hours pay for the day.
3. If the time spent at the seminar (including lunch and breaks) plus the additional travel time exceeds eight hours, then the officer will be paid overtime for hours in excess of eight. For example, assume the travel time above and a seminar beginning at 8:00 a.m. and ending at 4:00 p.m. The officer worked 9 and one-half hours (one and one-half hour additional travel time plus eight hours actual training time). In that case, the officer will receive eight hours straight pay and one and one-half hours overtime.

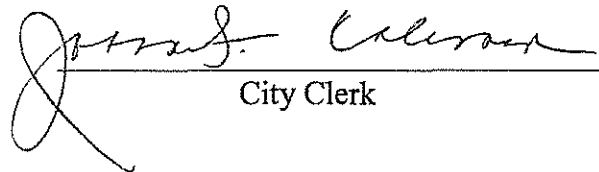
STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, Joanne F. Coleman, do hereby certify that I am the duly qualified CITY CLERK of the CITY OF DARIEN of DuPage County, Illinois, and as such officer I am the keeper of the records and files of the City;

I do further certify that the foregoing constitutes a full, true and correct copy of **RESOLUTION NO. R-13-09 — “A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE METROPOLITAN ALLIANCE OF POLICE AND THE CITY OF DARIEN”** OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, duly passed and approved by the Mayor and City Council members of the City at a meeting held on March 16, 2009.

IN WITNESS WHEREOF, I have hereunto affixed my official hand and seal this 16th day of March, 2009.





City Clerk

RESOLUTION NO. R-13-09

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE METROPOLITAN ALLIANCE OF POLICE
AND THE CITY OF DARIEN**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN,
DUPAGE COUNTY, ILLINOIS, that the Mayor and City Clerk are hereby authorized to
execute a Collective Bargaining Agreement between the City of Darien and the Metropolitan
Alliance of Police (MAP), a copy of which is attached hereto as "Exhibit A", which is by this
reference expressly incorporated herein.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE
COUNTY, ILLINOIS, this 16th day of March, 2009.

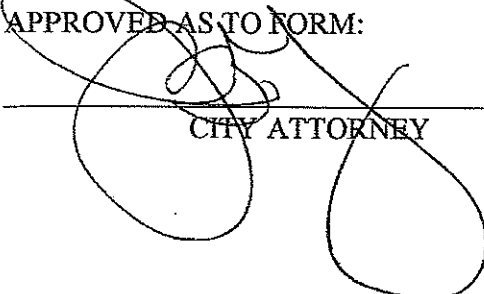
AYES: 7 – Avcı, Durkin, Galan, Gattuso, Marchese, McIvor, Poteraske
NAYS: 0 – NONE
ABSENT: 0 – NONE

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DUPAGE COUNTY,
ILLINOIS, this 16th day of March, 2009.


KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY