

RESOLUTION NO. 29-21

**A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE VILLAGE OF CHATHAM AND THE
FRATERNAL ORDER OF POLICE, UNIT 821**

WHEREAS, the Village of Chatham (“Village”) is an Illinois Municipal Corporation existing and operating under the Illinois Municipal Code and the laws of the State of Illinois; and

WHEREAS, the union was formed and includes all full-time sworn police officers and dispatchers employed by the Village of Chatham and excludes the Chief, Deputy Chief, Sergeant(s), and all other employees of the Village of Chatham, and all others excluded by the IPLRA; and

WHEREAS, the union is represented by the Fraternal Order of Police, Unit 821 (“FOP Unit 821”); and

WHEREAS, after the formation of the union, representatives from the Village and FOP Unit 821 held several collective bargaining sessions and have worked in good faith to negotiate a contract; and,

WHEREAS, the contract between FOP Unit 821 and the Village expired on April 30, 2021; and,

WHEREAS, the Parties have negotiated in good faith and have agreed to terms for a successor contract; and,

WHEREAS, the Village Board desires to adopt the collective bargaining agreement negotiated by the parties and authorize the execution of same.

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Chatham, Sangamon County, Illinois, as follows:

Section 1. Recitals. The foregoing recitals shall be and are hereby incorporated into and made a part of this Resolution as if fully set forth in this Section 1.

Section 2. Approval of Agreement. The Village Board of Trustees hereby approves the Collective Bargaining Agreement, attached hereto as **Exhibit A**, between the Village of Chatham and the Fraternal Order of Police, Unit 821, and authorizes the Village President and Village Clerk, or Village Police Chief and Legal Counsel to execute same.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

SO RESOLVED this 27 day of July, 2021.

	YES	NO	ABSENT	PRESENT
KRISTEN CHIARO	✓			
ANDREW DETMERS	✓			
MEREDITH FERGUSON	✓			
BRETT GERGER	✓			
MATT MAU	✓			
PAUL SCHERSCHEL	✓			
DAVE KIMSEY				
TOTAL	6	0		

July **APPROVED** by the President of the Village of Chatham, Illinois this 27 day of July, 2021.


Dave Kimsey, Village President

Attest:



Dan Holden, Village Clerk

EXHIBIT A
COLLECTIVE BARGAINING AGREEMENT

ILLINOIS FOP LABOR COUNCIL

and

VILLAGE OF CHATHAM

Patrolmen and Dispatchers

May 1, 2021 – April 30, 2025

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487
Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058
Web Address: www.fop.org
24-hour Critical Incident Hot Line: 877-IFOP911



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ARTICLE 1 – INTRODUCTION

This Agreement is entered into by and between the Village of Chatham, (hereinafter jointly referred to as the “Employer”) and the Fraternal Order of Police, Unit #821 Illinois Fraternal Order of Police Labor Council, (hereinafter referred to as the “Union”).

In consideration of mutual promises, covenants and agreements contained herein, the parties mutually agree as is set forth below.

ARTICLE 2 – RECOGNITION

The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on any and all matters relating to wages, hours, and other terms and conditions of employment of all members of the bargaining unit. The unit includes all full-time sworn police officers and dispatchers employed by the Village of Chatham and excludes The Chief, Deputy Chief, Sergeant, and all other employees of the Village of Chatham, and all others excluded by the IPLRA. The Union recognizes its responsibility as a bargaining agent and agrees to fairly represent all employees in the bargaining unit, whether they are or are not members of the Union.

The word “Employees” is used in this Agreement to indicate members of the bargaining unit.

The word “Employer” is used in this Agreement to mean the Village of Chatham.

No matter concerning the discipline, layoff or termination of a probationary employee will be subject to the grievance and arbitration procedures as set forth in this collective bargaining agreement.

ARTICLE 3 – LEAVES OF ABSENCE

All leave of absence shall be submitted electronically through software of the Village. Leave of absences will not be approved if said leave of absence shall create a hireback situation for the Village. Said leave of absence shall not be unreasonably denied by the Chief.

Section 3.1. Funeral Leave

All full-time employees of the Village of Chatham will receive up to three (3) fully paid days off to attend the funeral and take care of personal matters related to a death which occurs in that employee’s immediate family which shall be taken within two (2) weeks from the time of death. Immediate family herein shall be defined as a spouse, child or grandchild, parent, grandparent, and siblings, and equivalent relatives of an existing spouse. The Village shall comply with the requirements of Illinois Child Bereavement Leave Act (see 820 ILCS 154/1 et seq.).

The Village may require documentation for such leave requests on a case by case basis.

Section 3.2. Military Leave

Military leave shall be granted in accordance with applicable law. Orders and drill schedule will be submitted to the Chief as soon as possible.

Section 3.3. Educational Leave

An educational leave of absence may be approved if the desired curriculum is of mutual benefit to you and to the Village. Application for said leave would be in the same manner as a personal leave of absence.

Section 3.4. Injury Leave

All employees who are otherwise eligible for sick leave and are injured on the job shall be paid to the extent of forty-five (45) working days for each new and separate injury, in addition to the use of sick leave. After all injury leave is used, the employee may elect to use any sick leave, vacation or earned time due him or her at the time of injury. An employee's eligibility for payment of injury leave will be dependent upon a determination of the Illinois Industrial Commission, or by the applicable court if an appeal is taken from the Illinois Industrial Commission. An employee injured on the job shall be paid during his or her time of temporary total disability in addition to temporary total disability benefits under the Workers' Compensation Act, an amount which when added to his or her temporary total disability check equals the amount of his or her regular paycheck less federal and state withholding taxes. It is the intent of this paragraph that an injured employee be made whole and not suffer any loss in net pay as a result of the injury. Employees may be required to have a doctor's note indicating they are unable to work.

Period Not Covered by Workmen's Compensation. Charges shall be made against sick or injury leave accrued for any waiting period not covered by Workers' Compensation.

Use of Sick Leave and Vacation. After the payment and use of forty-five (45) days, charges shall be made against sick leave accrued, if any, and the employee may elect to use his or her accumulated vacation after sick leave accrued is used. Employees who elect to use accrued benefits will receive six (6) hours job injury pay and two (2) hours charged to their accrued benefits for each eight (8) hours the employee remains on job injury leave.

Contested Injuries. Charges may be made against sick leave accrued in any case where the Village is contesting that the injury occurred on the job. In the event that the Industrial Commission determines in favor of the employee, sick leave so charged shall be credited to the employee's sick leave accrued balance and all payments in excess of temporary total disability payments as provided above shall be allocated to injury leave. In the event eligibility for payment is denied by the Industrial Commission, the employee shall be eligible to utilize sick leave accrued, if any, retroactive to the date of his or her injury and for vacation leave.

Reports. All employees who are injured on the job must file an injury report with their Department Head the day of the accident. The Village may require the injured to be seen by a licensed physician and a release to work shall be obtained.

No Effect Upon Workers' Compensation Act. The provisions of this Section shall not conflict with an employee's rights under the Workers' Compensation Act.

Section 3.5. Sick Leave

- A. All employees covered by this Agreement shall be entitled to sick leave which will be earned at the rate of eight (8) hours per month for full-time employment. Employees may use sick leave in half hour increments. Employees may accumulate up to nine hundred and sixty (960) hours. If an employee has accumulated nine hundred and sixty (960) hours, the employee may receive four (4) hours of personal time for each day he would have earned as sick leave had he not previously accumulated nine hundred and sixty (960) hours.
- B. Sick leave may be taken for personal illness or illness of the employee's spouse, minor child, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent. Sick leave may be taken in hourly increments. Personal illness includes illness, disability or injury, and disability due to pregnancy and the complications of pregnancy.
- C. To the extent that such employee or family member's injury or illness qualifies as a serious health condition under the Family and Medical Leave Act (FMLA), the employee will be required to use accrued sick or other available leave time, which shall run concurrently with available FMLA time.
- D. If an employee uses five (5) occurrences in a ninety (90) day period or in other cases where reasonable grounds exist to suspect that sick leave is being abused, the Employer will require a physician's certificate as a condition to allowing sick leave; the Employer being responsible for the co-payment, if any from a health care provider stating that he or she has treated the employee for the illness or disability, which kept the employee from duty, and the employee was unable to perform the duties of his/her employment within the whole period he or she was absent from duty. In the case of an illness or disability of an employee's spouse or child, which causes an absence by the employee of more than three (3) consecutive days, unless sick leave abuse is suspected, the Village Manager will require a statement from a health care provider stating that he or she has treated the employee's spouse or child for the illness or disability which kept the employee from duty. The Village Manager may investigate said absences as to whether the employee, spouse or child is sick and the employee is thus unable to perform the duties of his or her

employment. If the report shows that the employee was so incapacitated and if the report is approved by both the Chief of Police and the Village Manager, the employee shall be entitled to sick leave pay in accordance with the paragraph immediately above on the day or days when he or she would have otherwise been scheduled to work but for his or her sickness.

The Village Manager may require the employee to submit to an examination by a physician designated by the Village at no cost to the employee. An employee taking sick leave shall notify his or her supervisor no later than one hour before his or her scheduled starting time, informing the supervisor of his or her intent to take sick leave that day.

Sick leave abuse sometimes occurs. Sick leave abuse is a very serious offense which constitutes cause for disciplinary action. Employees who are suspected of abuse of sick leave may be required to provide verification for all sick leave absences. Some examples of sick leave abuse include:

1. a pattern of sick leave usage such as repeated use of sick leave in conjunction with regular days off, approved leave days or holidays.
 2. a pattern of sick leave usage such as repeated use of sick leave on a particular day of the week.
 3. a pattern of undocumented sick leave usage.
 4. repeated use of sick leave benefits as they are earned.
 5. using sick leave and engaging in activities during the employee's normal work hours which indicated ability to work.
- E. Nothing in this Agreement prevents the use of fitness examinations in cases where the Chief reasonably suspects the employee is suffering from a physical or mental condition which hinders the employee from performing duties required of the position. Fitness examinations shall be with a physician specified by the Employer, and at Employer expense, without loss of wages or benefits.
- F. If sick leave is used prior to a holiday observed by the Village, and said employee works the holiday, said employee is not eligible for triple time pay unless the time is pre-approved. Said employee shall be paid at a regular days' wage for working the holiday.

Section 3.6. Family and Medical Leave Act

Employees covered by this Agreement shall be entitled to the rights set forth in the Family & Medical Leave Act.

During the family and medical leave time the employee's health insurance will be paid for by the Employer on the same basis as if the employee continued in active status to the extent required by law. The employee's portion of health insurance premiums shall be paid either through payroll deduction or direct payment by the employee to the Employer at the same time as it would be made by payroll deduction. If medically necessary, a leave relating to a serious condition may be taken intermittently or by reducing the usual number of hours worked per week or per day. However, an employee who requests leave due to birth or adoption may not take leave intermittently. An employee shall have the option of using all of his/her vacation and personal leave, and also all accrued sick leave, before beginning a Family & Medical Leave without pay.

Nothing in this provision "Family and Medical Leave Act" adds to or detracts from the rights of Officers or employers under the Family Medical Leave Act, which is not incorporated by this reference.

Section 3.7. Compensatory Leave

Employees shall request such leave on electronic scheduling software when scheduling time off. It must be approved by a Supervisor prior to taking said time off. Compensatory time off shall not be allowed if granting the same would result in manpower shortage or if granting leave would necessarily result in overtime pay. Only sixty (60) hours may be carried forward to the following calendar year. Compensatory time may be accumulated to a maximum of one hundred twenty (120) hours per calendar year.

Section 3.8. Maternity and Paternity Leave

Employees may use accumulated benefit time while on maternity or paternity leave. Said leave shall be up to four weeks.

ARTICLE 4 – EMPLOYEE RIGHTS

Section 4.1. Bulletin Boards

The Employer shall supply and designate a bulletin board in the Officer's Room for use by the Union.

Section 4.2. Holidays

- A. As of calendar year 2020/2021, the following days shall be recognized and observed as paid holidays:

- New Year's Day (January 1)
- Memorial Day (May 30)

Independence Day (July 4)
Labor Day (First Monday in September)
Veteran's Day (November 11)
Thanksgiving Day (the fourth Thursday in November)
Christmas Day (December 25)

- B. When the actual day of a holiday falls on an Officer's regularly scheduled day off, the Officer shall be paid eight (8) hours of compensatory time. When his/her regular workday falls on the actual day of a holiday, he/she shall receive double time. When an Officer is called in from his/her regular day off on the actual day of a holiday, he/she shall be paid at his/her overtime rate for all hours worked in addition to his/her holiday pay. If an Officer is excused for a Holiday, the Officer will receive a regular's shift wages for the excused Holiday. Further, time will apply accordingly as designated in this collective bargaining agreement.

Example: If an Officer is working Dec. 24th through the morning of December 25th, the Officer will receive Holiday pay. However, if the Officer is excused on December 24th through the morning of December 25th, the Officer shall receive his regular shift wages for the excused Holiday. In the alternative, if the Officer is on his regularly scheduled day off for 50% or more of the Holiday, the Officer shall receive compensatory time as designated by this collective bargaining agreement.

- C. If an employee works on the actual day of a holiday, the employee will be paid holiday pay only if more than 50% or more of the scheduled shift falls on the holiday. If less than 50% of the employee's regularly scheduled shift falls on the actual day of the holiday, the employee will receive no holiday pay.

Example: AB works the 11:00 PM to 7:00 AM shift and is scheduled to work starting at 11:00 PM on Memorial Day. AB is not paid holiday pay, despite the fact that AB worked 1 hour on the actual day of the holiday. CD works the 11:00 PM to 7:00 AM shift. Memorial Day starts at midnight after one hour of work for CD. CD receives holiday pay for the day.

- D. If sick leave is used prior to a holiday observed by the Village and said employee works the holiday, said employee is not eligible for triple time pay unless the time is pre-approved. Said employee shall be paid at a regular days' wage for working the holiday.

- E. Officers/Dispatchers may be excused by for the entire holiday or part of the holiday as determined by the Chief or his/her designee. Such an excused absence shall receive standard pay.

Section 4.3. Personal Days (Officers)

Effective in calendar year 2018, eight (8) days with full pay shall be granted to Officers for personal leave for the purpose of attending to personal, legal, household or family matters that require absence during working hours. Except in emergencies, the Officer shall request such leave using the designated software provided by the Employer, processed by the Chief at least two (2) working days in advance of the date requested. Personal days shall not be allowed if granting the same would result in manpower shortage or if granting personal leave would necessarily result in overtime pay. The Employer agrees to create a maximum of two overtime positions per day for Officers, if additional manpower is deemed necessary by the Chief or his/her designee. Overtime opportunity will be offered based upon departmental seniority. In no event may an Officer volunteer for more than 12 hours in a twenty-four hour period. Nor will an Officer be forced to work more than 16 hours in a twenty-four hour period. The Union agrees to split the personal time allowance per current practice.

Section 4.4. Personal Leave (Dispatchers)

Full-time Dispatchers shall receive sixty-four (64) hours of Personal Leave. Said personal leave shall be distributed thirty-two (32) hours per half to the total of sixty-four hours per year. The hours will be distributed at the same times each year: January 1st and July 1st. No days/hours shall be carried forward to the following calendar year. The days may be used in any time increments within timekeeping policy at the Dispatcher's discretion, with the approval of the Chief or his/her designee.

Section 4.5. Layoff

When there is an impending layoff with respect to the employees in the bargaining unit, the Employer shall inform the Union in writing no later than twenty-one (21) days prior to such layoff. The Employer will provide the Union with the names of all employees to be laid off prior to the effective date of the layoff. Probationary employees, temporary employees and part-time employees shall be laid off first, then employees shall be laid off in accordance with their seniority; the employees with the least amount of seniority shall be laid off first. Any employees to be laid off shall receive notice in writing of the layoff at least twenty-one (21) days in advance of the effective date of such layoff. Employees who have been laid off shall be recalled on the basis of seniority if a position becomes available within the twelve (12) month period following the layoff. The Employer's obligation to recall employees is satisfied if employees who are subject to recall accept (or fail to accept) a position tendered within five (5) working days' notice of recall, given by registered or certified mail, sent to the employee's last known address. It is the responsibility of the employee on layoff to provide the Employer with his/her last mailing address. No employee

shall accrue seniority while laid off from the Department. However, all service earned prior to being laid off shall be reinstated to an employee upon recall.

Section 4.6. Hourly and Overtime Pay (Officers)

- A. Hourly and overtime pay shall be calculated and paid to Officers as provided in this Agreement.
- B. In lieu of overtime compensation, at the discretion of the Officer with mutual agreement of the Chief, the Officer may earn compensatory time at the rate of one hour for hour basis for each hour worked for which overtime would otherwise be paid. Compensatory time may be accrued up to a maximum of one hundred and twenty (120) hours. Any Officer who has accrued one hundred and twenty (120) hours of compensatory time shall, for additional overtime hours of work, be paid overtime compensation. Time off taken must match the time off request as made through the Village's scheduling software.
- C. Use of compensatory time must result in no other Officer incurring overtime. Compensatory time off will not be available unless the department is at full staffing. If any Officer has accrued more than sixty (60) hours of compensatory time as of December 1st of the calendar year, the Officer shall be paid for that compensatory time at that Officer's straight-time hourly rate.

Section 4.7. Holidays (Dispatchers)

In December of each year an e-mail thread will be sent out for Dispatchers to request which holidays they want off. This will be done by seniority and each Dispatcher will take one holiday at a time until everyone has had a chance then we will start back over at the top until they are all taken. Once all the holidays are taken a supervisor will submit those requests into the schedule. A Dispatcher may still request to take off on a holiday but it will only be granted if the hire back is filled. Those Dispatchers who work on a holiday shall be paid straight time for all hours actually worked in the addition to their holiday pay rate of 1.8 times base salary. If a Dispatcher does not work on a holiday, they will get 8 hours of comp time put into their comp bank. When a Dispatcher is called in from his/her regular day off on the actual day of a holiday, or has to come in early or stay over their regular shift to cover a call off, he/she shall be paid at the Village's holiday pay rate.

Section 4.8. Work Day (Officers)

- A. The Chief will designate yearly regular shifts. Said shifts may be twelve (12) hour, or 84 hours over two weeks, ten (10) hours or said shifts may be eight (8) hours consistent with the schedule then in effect. If said regular designated shifts change, the Chief will provide reasonable notice to the Officers and to Union. Shift adjustments may be made by the Chief or his designee on an operational need basis.

Sick, personal, bereavement and vacation leave are tracked and used in hours. One full “day” of such leave is accumulated and accounted for eight (8) paid hours. A “day” of unpaid suspension is eight (8) hours’ pay.

The work week shall be paid from Saturday through Friday, and overtime shall be paid as required by the Fair Labor Standards Act.

Officers who work or are entitled to pay for hours beyond the number of hours in this work schedule shall be paid for such extra hours as overtime or compensatory time as listed in this Agreement.

- B. No Officer shall engage in any employment outside of the Chatham Police Department which interferes with duties or scheduling of the Chatham Police Department, or which, in the judgment of the Chief diminishes the abilities or effectiveness of any Officer. For example, an Officer may be too tired. Officers shall be required to inform the Chief in writing promptly of all employment outside the Police Department.

Section 4.9. Meals and Breaks

All employees will receive a 30 minute paid lunch break during their shift. As long as there are three employees in addition to the Dispatcher or their partner Dispatcher working, a Dispatcher may utilize their break time. Each employee will receive two 15-minute paid breaks, one that can be taken in the first half and one in the second half of their shift with the same instances as listed above. Employees may combine their breaks to create a one hour lunch period.

Section 4.10. Shift Overtime (Officers)

Overtime for time immediately following or commencing prior to an Officer’s regular scheduled shift (except as provided below with respect to hours completed on Sundays) shall be paid at one and one-half (1 ½) times the Officer’s regular hourly rate of pay for all time actually worked. Officers who perform overtime on Sundays shall be paid at double time.

Section 4.11. Call Back Time (Officers)

- A. All call back time shall be paid at the rate of one and one-half (1½) times the Officer’s regular hourly rate of pay.
- B. Call back time will, in all cases, be paid at a minimum of two (2) hours or actual time worked, whichever is greater.
- C. Call back is defined as an official assignment of work or training which does not continuously precede or follow an Officer’s regular scheduled working hours.