

ILLINOIS FOP LABOR COUNCIL

And

VILLAGE OF BEDFORD PARK
Patrol Officers And Sergeants

January 1, 2019 – December 31, 2024

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



TABLE OF CONTENTS

| | <u>Page</u> |
|--|--------------------|
| PREAMBLE | 5 |
| ARTICLE 1-RECOGNITION OF ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL..... | 5 |
| Section 1.1 Recognition | 5 |
| Section 1.2 Bargaining Unit Work..... | 5 |
| Section 1.3 Probationary Period..... | 5 |
| Section 1.4 Seniority | 5 |
| Section 1.5 Seniority List | 5 |
| ARTICLE 2- NON-DISCRIMINATION | 6 |
| Section 2.1 Prohibition Against Discrimination | 6 |
| Section 2.2 Union Non-Participation | 6 |
| Section 2.3 Gender | 6 |
| ARTICLE 3- NO STRIKE..... | 6 |
| Section 3.1 No Strike | 6 |
| Section 3.2 No Lockout..... | 6 |
| Section 3.3 Penalty | 6 |
| Section 3.4 Judicial Restraint | 7 |
| ARTICLE 4- GRIEVANCE PROCEDURE | 7 |
| Section 4.1 Definition | 7 |
| Section 4.2 Procedure..... | 7 |
| Section 4.3 Arbitration | 8 |
| Section 4.4 Limitations on Authority of Arbitrator..... | 8 |
| Section 4.5 Time Limit for Filing | 8 |
| Section 4.6 Grievance Processing | 9 |
| Section 4.7 Employee’s Right to File Grievance. | 9 |
| ARTICLE 5- DISCIPLINE AND DISCHARGE | 9 |
| Section 5.1 Corrective Discipline..... | 9 |
| Section 5.2 Just Cause Standard..... | 9 |
| Section 5.3 Investigatory Interviews..... | 9 |
| Section 5.4 Bill of Rights | 9 |
| Section 5.5 Pre-discipline Meeting | 10 |
| ARTICLE 6- PERSONNEL FILES..... | 10 |
| Section 6.1 Employee Notification | 10 |
| Section 6.2 Miscellaneous..... | 10 |
| Section 6.3 Personnel Record Retention | 10 |
| ARTICLE 7- OFFICER’S LEAVE | 10 |
| Section 7.1 Bereavement Leave | 10 |
| Section 7.2 Sick Pay..... | 11 |
| Section 7.3 Leave of Absence | 12 |

| | |
|---|-----------|
| Section 7.4 Maternity/Parental Leave | 12 |
| Section 7.5 Jury Duty | 13 |
| ARTICLE 8- HOURS AND OVERTIME | 13 |
| Section 8.1 Hours of Work and Overtime..... | 13 |
| Section 8.2 Shift Assignments | 15 |
| Section 8.3 Compensatory Time | 15 |
| Section 8.4 Holiday Pay | 16 |
| Section 8.5 Shift Trades | 16 |
| Section 8.6 Call-Back..... | 17 |
| Section 8.7 FTO Compensation | 17 |
| ARTICLE 9- VACATION | 17 |
| Section 9.1 Vacation Earned | 17 |
| Section 9.2 Vacation Usage..... | 18 |
| ARTICLE 10- UNIFORMS AND EQUIPMENT | 18 |
| Section 10.1 Initial Issue | 18 |
| Section 10.2 Replacement | 19 |
| Section 10.3 Uniform Change/Modification | 19 |
| ARTICLE 11- RESIDENCY | 19 |
| ARTICLE 12- EDUCATIONAL REIMBURSEMENT | 19 |
| ARTICLE 13- LAYOFF..... | 19 |
| Section 13.1 Layoff..... | 19 |
| Section 13.2 Recall..... | 19 |
| ARTICLE 14- MANAGEMENT RIGHTS | 20 |
| ARTICLE 15-FOP LABOR COUNCIL SECURITY AND RIGHTS | 21 |
| Section 15.1 Dues Deduction | 21 |
| Section 15.3 FOP Labor Council Indemnification..... | 21 |
| ARTICLE 16- BULLETIN BOARD..... | 21 |
| Section 16.1 Labor Council Use of Bulletin Board..... | 21 |
| ARTICLE 17- LABOR COUNCIL REPRESENTATION | 21 |
| Section 17.1 Right of Entry..... | 21 |
| Section 17.2 Labor Council Negotiating Team..... | 21 |
| Section 17.3 Delegates | 22 |
| ARTICLE 18- IMPASSE RESOLUTION | 22 |
| ARTICLE 19- MAINTENANCE AND ECONOMIC BENEFITS | 22 |
| ARTICLE 20- INSURANCE BENEFITS..... | 22 |

| | |
|---|-----------|
| Section 20.1 Health Insurance..... | 22 |
| Section 20.2 Dental Insurance..... | 22 |
| Section 20.3 Continuance of Health Insurance | 22 |
| Section 20.4 Health Insurance – Retirees..... | 23 |
| Section 20.5 Life Insurance..... | 23 |
| Section 20.6 Counseling..... | 23 |
| Section 20.7 Physical Examinations | 23 |
| Section 20.8 Right to Maintain Coverage While on Unpaid Leave or on Layoff..... | 24 |
| Section 20.9 Health and Dental Insurance Committee..... | 24 |
| ARTICLE 21- WAGES | 24 |
| Section 21.1 Wages Schedule | 24 |
| Section 21.2 Longevity | 24 |
| Section 21.3 Acting Supervisor (Officer in Charge/ OIC)..... | 24 |
| Section 21.4 Special Duty Allotment..... | 24 |
| Section 21.5 Shift Differential | 24 |
| Section 21.6 Rate of Pay | 25 |
| Section 21.7 Canine Handler Compensation: | 25 |
| ARTICLE 22- MISCELLANEOUS | 25 |
| Section 22.1 Senior Officer | 25 |
| Section 22.2 Indemnification | 26 |
| Section 22.3 Permanent Commission Cards | 26 |
| Section 22.4 Burial | 26 |
| Section 22.5 Disability Committee | 26 |
| Section 22.6 Required Posting | 26 |
| Section 22.7 Personal Assets..... | 26 |
| Section 22.8 Release of Information..... | 26 |
| Section 22.9 Technological Equipment..... | 27 |
| Section 22.10 Disabling Safety Defects..... | 27 |
| Section 22.11 Retirement Benefits Notification | 27 |
| Section 22.12 On-Call Detective..... | 27 |
| Section 22.13 Immunizations | 27 |
| ARTICLE 23- LABOR-MANAGEMENT MEETINGS | 27 |
| Section 23.1 Meeting Request..... | 27 |
| Section 23.2 Content | 28 |
| Section 23.3 Attendance..... | 28 |
| Section 23.4 Test Results | 28 |
| ARTICLE 24- SAVINGS CLAUSE | 28 |
| ARTICLE 25- DURATION | 29 |
| Section 25.1 Term of Agreement | 29 |
| Section 25.2 Continuing Effect | 29 |
| Section 25.3 Entire Agreement | 29 |

ARTICLE 26- SIGNATURES30
APPENDIX "A1"31
APPENDIX "A2"32
APPENDIX "B"33
APPENDIX "C" LIGHT DUTY43
APPENDIX "D" DUES AUTHORIZATION FORM.....45
APPENDIX "E" 7(g) COMPENSATION.....46

PREAMBLE

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Village and the Bedford Park Police Officers, to establish proper standards of wages, hours, and other terms and conditions of employment, and to provide for equitable and peaceful adjustments of differences over the interpretation and application of this Agreement and to promote interdepartmental efficiency and effectiveness.

ARTICLE 1-RECOGNITION OF ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

Section 1.1 Recognition

In accordance with the Illinois Public Labor Relations Act ("IPLRA"), pursuant to the certification in Case No. S-AC-04-005, the Village hereby recognizes the Illinois Fraternal Order of Police Labor Council ("Union") as the sole and exclusive collective bargaining representative of sworn police officers and sergeants, employed by it, excluding the Chief of Police, Captains, Lieutenants and all other Village employees.

Section 1.2 Bargaining Unit Work

The Village may utilize the services of auxiliary officers and part-time officers to perform bargaining unit work in accordance with 65 ILCS 5/3.1-30-20 and 65 ILCS 5/3.1-30-21, as amended, provided that the use of auxiliary officers and part-time officers will not result in any layoffs of bargaining unit members. Auxiliary or part-time officers will not be assigned to an assignment that would otherwise be considered to be an overtime opportunity for a bargaining unit member unless such assignment is offered first to members of the bargaining unit. This section shall not limit the Village from exercising Mutual Aid Agreements.

Section 1.3 Probationary Period

The probationary period for all employees hired shall be twelve (12) months in duration from the date of completion of the Police Academy. During the probationary period, the employee is entitled to all rights, privileges, and benefits provided for in this Labor Agreement, except that the employee may be disciplined or discharged without cause and without notice. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to their last date of hire with the Village.

Section 1.4 Seniority

Seniority is an employee's continuous length of service as defined by his original date of hire of full-time employment in the Police Department absent layoffs and unpaid leaves of absences. If two (2) or more employees were hired on the same day, their standing will be determined by the rank order on the eligibility list.

Section 1.5 Seniority List

The Employer shall prepare a list on or before January 1st of each year setting forth the present seniority dates for all covered members and provide a copy yearly to the Council. Such list shall finally resolve all questions of seniority affecting covered members covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure if grieved within thirty (30) calendar days of the posting of the list.

ARTICLE 2- NON-DISCRIMINATION

Section 2.1 Prohibition Against Discrimination

In the application and implementation of the terms of this Agreement, the Employer and the Union agree that neither will discriminate against any employee on the basis of race, sex, creed, religion, color, sexual preference, marital (including parental) status, age (over 40), national origin, activities in Lodge 121 or the Union or mental and/or physical handicap unrelated to the employee's ability to perform the job or any other legally protected category.

Section 2.2 Union Non-Participation

The Union shall not represent employees before any federal or state anti-discrimination administrative agency where the employee's claim has been arbitrated under the grievance procedure of this Agreement. Grievances alleging discrimination based on activities in the Union in violation of Section 2.1 of this Article, may be processed through the arbitration step of the grievance procedure. Statutory remedies are available for all other forms of discrimination. This shall not be interpreted to limit the Union's right to advise, testify on behalf of, or in any other way cooperate with an employee in the pursuit of his discrimination claim or to give evidence to or cooperate with any federal, state or county agency or any dispute resolution procedure established by such agency.

Section 2.3 Gender

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

ARTICLE 3- NO STRIKE

Section 3.1 No Strike

Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass resignations, mass absenteeism, or any other intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Union agrees to inform its members of their obligations under this Agreement and to direct them to cease and desist their non-sanctioned activity.

Section 3.2 No Lockout

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

Section 3.3 Penalty

The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 3.1 above is whether or not the employee actually

engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 3.4 Judicial Restraint

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

ARTICLE 4- GRIEVANCE PROCEDURE

Section 4.1 Definition

A “grievance” is defined as a dispute or difference of opinion raised by an employee or the Union against the Village involving an alleged violation of an express provision of this Agreement.

Section 4.2 Procedure

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

Step 1:

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

Step 2:

If the grievance is not settled at Step 1 and the employee or the Union wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing designated as a “grievance” to the Police Committee and the Chief of Police. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Police Committee or its designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within ten (10) business days with the grievant and an authorized Union representative at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Police Committee shall provide a written answer to the grievant or to the Union within ten (10) business days following their meeting.

Step 3:

If the grievance is not settled at Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the Village Board within ten (10) business days after receipt of the Village’s answer in Step 2. Thereafter, the Village Board and the Police Chief or other appropriate individual(s) as desired by the Village Board, shall meet with the grievant, the Steward involved and an outside, non-employee representative of the Union, if desired by the employee, within ten (10) business days of receipt of the Union’s appeal, if at all possible. The Board will take action on the grievance appeal at its next regularly scheduled meeting after such

meeting. If no agreement is reached, the Board shall respond to the grievance in writing within ten (10) business days after the Board meeting in which it is considered.

Section 4.3 Arbitration

If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within ten (10) business days of receipt of the Village's written answer, as provided to the Union at Step 3.

1. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said five (5) day period, the parties shall jointly request the Federal Mediation and Conciliation Service ("FMCS") to submit a panel of seven (7) arbitrators, pursuant to the policies and procedures of the FMCS.

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

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

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

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

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

Section 4.4 Limitations on Authority of Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the Second Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties, and responsibilities of the Village under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section 9 shall be final and binding upon the Village, the Union and the employees covered by this Agreement.

Section 4.5 Time Limit for Filing

No grievance shall be entertained or processed unless it is submitted at Step 1 within ten (10) business days after the occurrence of the event giving rise to the grievance or within ten (10) business days after the employee, through the use of reasonable diligence, could have obtained

knowledge of the occurrence of the event giving rise to the grievance. A “business day” is defined as a calendar day exclusive of Saturdays, Sundays or holidays. If a grievance is not presented by the employee or the Union within the same time limits set forth above, it shall be considered “waived” and may not be further pursued by the employee or the Union. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village’s last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

Section 4.6 Grievance Processing

Reasonable time as scheduling and workload permits while on duty shall be permitted to Union Stewards for the purpose of assisting or otherwise representing members covered by this Agreement in the handling and processing of grievances. The Labor Council shall inform the Department of those Officers who they will permit to perform the functions of a Union Steward. Prior to performing this function while on duty, the officer shall seek permission from their supervisor.

Section 4.7 Employee’s Right to File Grievance.

Any individual employee or group of employees shall have the right, provisions of this Article notwithstanding, at any time to present a Grievance to the Employer, to have such Grievance fully adjusted, without the intervention of the Labor Council or its representatives, so long as the adjustment is not inconsistent with the terms of this Agreement; but provided further, that the employee will, by notice to a Labor Council representative, give the Labor Council an opportunity to have a representative present at the final adjustment.

ARTICLE 5- DISCIPLINE AND DISCHARGE

Section 5.1 Corrective Discipline

The Village agrees to adhere to the tenets of progressive and corrective discipline. This provision does not prohibit the Village from imposing discipline, up to and including dismissal, absent prior discipline, where it is warranted by the seriousness of the offense.

Section 5.2 Just Cause Standard

The Village agrees that non-probationary Officers may be disciplined only for just cause.

Section 5.3 Investigatory Interviews

Where the Chief of Police or designee desires to conduct an investigatory interview of an employee where the results of the interview might result in discipline, the Village agrees to first inform the employee that the employee has a right to Union representation at such interview. If the employee desires such Union representation, no interview shall take place without the presence of a Union representative.

Section 5.4 Bill of Rights

Nothing in this Agreement shall be construed to adversely affect any right granted to an officer pursuant to 50 ILCS 725/1, *et seq.* (i.e., “The Bill of Rights”). The parties also agree that the Bill of Rights is not subject to the terms of this agreement including the grievance and arbitration procedure.

Section 5.5 Pre-discipline Meeting

Except in emergency situations, before a non-probationary employee is discharged or suspended, the Employer shall provide such employee with:

- (a) Notice of the charges giving rise to the contemplated action;
- (b) An explanation of the evidence giving rise to the charges; and
- (c) An opportunity to be heard on/ or to respond to such charges. In the event that the employee chooses to be heard on pending charges, he shall be permitted to have a Labor Council representative present.

ARTICLE 6- PERSONNEL FILES

Section 6.1 Employee Notification

A copy of any disciplinary action or material related to an Officer's performance which is placed in their personnel file shall be copied to the Officer within five (5) business days of being placed into the personnel file. At the Officer's request, a rebuttal may be offered to any item placed in the Officer's personnel file subject to the conditions of the Personnel Record Review Act and subsequent revisions. For this Section, a business day shall be defined as Monday through Friday, excluding holidays and weekends.

Section 6.2 Miscellaneous

An officer may inspect, and if they so choose, to copy their personnel file, disciplinary history file, medical file and/or investigative file, in compliance with the Personnel Records Review Act, 820 ILCS 40/0.01 *et seq.* subject to the following:

1. An inspection shall occur during normal business hours, at a time and in a manner that is mutually acceptable to the employee and the Police Chief.
2. Copies of the materials in such employee files shall be provided to the employee upon the employee's request. The employee shall sign a receipt for the contents of the file.
3. Employees shall be notified within five (5) business days when a formal, written warning or other disciplinary documentation or material related to an officer's performance is permanently placed in their personnel file. An employee shall be provided a copy of any such documentation. An employee may file a written rebuttal in his personnel file concerning any material in the file.

Section 6.3 Personnel Record Retention

Past disciplinary records of employees shall not be considered for disciplinary purposes after twelve (12) months, except that records may be considered for thirty-six (36) months if: (1) the discipline is for a related offense; (2) the prior discipline involved a suspension or final warning. For promotion purposes, discipline may be considered for thirty-six (36) months.

ARTICLE 7- OFFICER'S LEAVE

Section 7.1 Bereavement Leave

- 1.) When death occurs in an employee's immediate family (i.e., employee's mother-in-law, father-in-law, brother, sister, grandparents, grandchild, stepmother, stepfather, stepbrother, or stepsister), an employee covered by this Agreement, upon request, shall be excused with pay for the next three (3) shifts following notification for the purposes of bereavement and attending the funeral.

If the employee is notified of the death of the employee's spouse, child, stepchild, parent or step-parent during his work day, the employee shall be relieved from duty with pay upon request at the earliest reasonable opportunity and the period during which is relieved shall be in addition to the time off described in the paragraph above or below.

- 2.) If death of a spouse, child, stepchild, mother or father occurs, upon request, an employee shall be granted five (5) shifts paid leave.
- 3.) This provision for bereavement leave is intended to ensure that employees are not required to work for a minimum number of days after a loss, not to provide additional leave if the employee is already scheduled off.

Section 7.2 Sick Pay

Two alternative paid sick leave programs shall be maintained by the Village: (1) the traditional program involving no accrual of paid sick leave by employees from year to year, and (2) an accrual program. All employees hired after January 1, 2009, shall be required to participate in the accrual program. All current employees shall be required to elect for the remainder of their employment with the Village in which program they wish to participate. That election shall be made shortly after the current contract has been ratified/approved by both parties on a date set by the Chief with a minimum of 10 calendar days' notice. The election shall be irrevocable. Employees who elect to remain in the traditional program will be permitted to remain in the program until retirement.

Traditional Program

Employees shall receive an allowance of forty-eight (48) hours of sick leave annually. Employees may use sick leave for their own medical condition or for the medical condition of an immediate family member. For purposes of this section only, immediate family member shall be defined as: spouse, child or other family member living full-time in the same household.

If no sick days are taken, sixteen (16) bonus hours off will be awarded in the following year to be taken in minimum four (4) hour increments. The Village will buy back the officer's unused sick leave and any unused bonus hours at the employee's then current rate of pay on a separate check during the month of December of each year.

For pay purposes hours worked/sick leave used may be used in hour increments.

In the event of a major illness/injury not sustained while on duty, the Village will supplement all insurance to the extent that the employee shall receive a sum equal to his actual base pay for thirty (30) calendar days. The employee will be required to exhaust his paid sick occurrences before receiving such payments.

Accrual Program

Employees participating in the accrual program shall accrue 96 hours of paid sick leave per year of active, full-time employment with the Village. Leave will accrue at a rate of 8 hours per month. In the event of a need to use leave during the first year of

employment with the Village, an employee in good standing will be permitted to borrow and use sick leave which would accrue to him or her later in the year.

Any unused sick time will remain in the employee's personal account and will accumulate from year to year until needed or until retirement. Employees participating in the accrual program will not receive bonus days and will not be compensated for unused time at the end of the year.

Upon retirement, an employee with accrued sick leave will have three options with regard to disposal of that time:

- a. The employee may elect to be paid for such time at a rate of 50% of what that time would be worth at the time of retirement.
- b. The employee may elect to use the accrued sick leave to buy service credit in accordance with applicable rules and regulations of IMRF.
- c. The employee may elect to take the time as paid leave from which he or she would transition directly into retirement.

Employees may use sick leave for their own medical condition or for the medical condition of an immediate family member. For purposes of this section only, "immediate family member" shall be defined as: spouse, child or other family member living in the same household.

For pay purposes, hours of sick leave may be used in hour increments.

Section 7.3 Leave of Absence

An unpaid leave of absence shall be granted for up to three hundred sixty-five (365) days with the approval of the Chief of Police and the Board. No benefits shall be paid to the employee during said leave of absence, although the employee may elect to pay for these benefits before commencing the leave. Individuals on a leave of absence shall not receive credit towards rank, seniority or pay grade status for duration of the leave of absence; however, an officer's rank, seniority or pay grade status at the time a leave commences will not be adversely affected as a result of taking a leave.

Section 7.4 Maternity/Parental Leave

A pregnant employee shall be eligible for Maternity Leave. Such leave will begin when medically necessary, as determined by the employee's doctor and confirmed by a doctor designated by the Village Board.

Such employee may return to work Without Loss of Seniority as soon as medically practical, but within three (3) months after delivery. This shall be determined by the employee's doctor and confirmed by a doctor designated by the Village Board.

Any extension of this leave may be granted for Medical Reasons Only related to the mother. Request for extension to be submitted by the employee with written medical certification. This to be reviewed by the Village Board, after employee's fitness is determined by a doctor designated by the Village Board. Leave, if granted, would not exceed three (3) additional months.

An employee who is scheduled to work while his child is being born shall have the option of taking a sick day to attend the birth and/or a sick day the day after the birth, or if he requests, the Department shall make reasonable efforts to reschedule his shifts. If the employee uses one or two sick days for this purpose, they shall not disqualify him from receiving bonus days.

Disabilities resulting from pregnancy and maternity conditions are to be classified as temporary disabilities subject to all leave provisions afforded to members classified as temporarily disabled.

Section 7.5 Jury Duty

Officers covered by this Agreement who are required to serve on a jury, shall sign over their jury check to the Village. The Village shall in turn compensate such officers at their regular rate of pay for each regularly scheduled work hour actually spent on jury duty. The parties agree that if jury duty extends for more than 4 hours, an officer who worked a 12-hour night shift the night before jury duty and who is scheduled to work a 12-hour night shift the day of jury duty, be provided paid leave for the equivalent of hours actually spent on jury duty, less their jury duty checks, which shall be signed over to the Village. An officer summoned to jury duty during his shift shall have that day considered an eight (8) hour work day.

ARTICLE 8- HOURS AND OVERTIME

Section 8.1 Hours of Work and Overtime

- 1.) Patrol Officers and Sergeants (collectively referred to as members) on twelve (12) hour shifts shall be assigned to work the same number of hours per year (2056 hours) as employees on eight (8) hour shifts. The normal workday for members shall be twelve (12) hours. If the regular schedule of such members exceeds this total annual hour worked, members shall be granted sufficient time off to reduce to the above to the extent consistent with the operating requirements of the Police Department and with the prior approval of the Police Chief or his designee.

Hours worked in excess of a twelve (12) hour work day or shift as defined above, shall be compensated at the overtime rate of pay (one- and one-half times the member's regular rate).

Sick Days, suspension time, and leaves of absence time will be deducted in equal amounts of time from any overtime hours worked during any 28-day work pay period so that any overtime worked equal to or below the sick days, suspension time, and leaves of absence will be paid at the straight time rate.

The parties agree that the Village shall have the flexibility, on occasion, to change a member's days off or shift on a temporary basis in order to minimize the need for overtime. These changes shall be made to correspond to the member's regularly scheduled shift (ie. Night shift for Night shift or Day shift for Day shift) unless mutually agreed upon by the member and the Police Chief.

Members on twelve (12) hour shifts shall normally have Friday, Saturday and Sunday scheduled off on every other weekend, subject to the exceptions referenced in the above paragraph.

Officers in special assignments, e.g. detectives, Light Duty, training, or any other assignment as directed by the Chief may be excluded from twelve (12) hour shifts and shall work a schedule as assigned by the Department.

Members shall be granted forty-eight (48) hours of "unscheduled" time off per calendar year to the extent consistent with the operating requirements of the Police Department and with prior approval of the Police Chief or designee. Any hours not used by January 31 of the following calendar year will be forfeited.

2.) Court Time

- a.) Off-Duty members shall receive four (4) hours of pay at the member's regular rate of pay for the first court appearance of a pay period if the court appearance does not exceed four (4) hours. If the member's court appearance exceeds four (4) hours, the member shall be compensated at their regular rate of pay for the first four (4) hours and one and one-half (1 ½) times their rate of pay for the actual hours worked in excess of four (4) hours.
- b.) Officers who have worked the previous night shift will receive the same compensation as stated in the above paragraph. However, the "hold over" period will be compensated at one and one-half (1 ½) times their rate of pay. "Hold over" is defined as the time between the end of the regularly scheduled shift and 8:30 am. Hold over is only granted to the 9:00 am court call.
- c.) For the second and subsequent court appearances the member shall receive two (2) hours of pay at one and one-half (1 ½) times if the court appearance does not exceed two (2) hours. The member shall receive one and one-half (1 ½) times the normal rate of pay for the actual hours worked if the appearance exceeds two (2) hours.
- d.) No member shall receive any additional compensation for Court time if the member is on duty at the time of the court appearance.

3.) Overtime: Posted or Emergency

- a.) All overtime shall be distributed and awarded by seniority.
- b.) The Chief or his designee shall distribute and award all overtime shift(s) to members on a seniority basis. If an attempt is made to contact a member to offer overtime, and

the member fails to answer the call, the overtime will then be offered to the next senior member until the overtime shift is filled.

4.) Breaks

Officers working a twelve-hour shift shall be allowed one (1) 45-minute mealtime break. It is understood that circumstances involving emergency calls for service may dictate an interruption in any lunch break.

5.) Pre planned overtime for events and specialized training.

a. The Department will provide seventy-two (72) hours of notice to the members where practicable.

Section 8.2 Shift Assignments

Shift assignments will be made in accordance with the annual shift bidding process based on seniority in rank. All shifts shall be straight shifts. Each non-probationary employee shall submit their shift preference bid between October 1st and November 17th for the following year's shift bid. Each officer shall select, in order of preference, two of the following three options: days, nights or rotating shifts. Shifts will be assigned as bid on in seniority order in the following manner. There will be four (4) straight day shifts and four (4) straight night shifts granted in seniority order. If these four (4) guaranteed day shifts and four (4) guaranteed night shifts cannot be matched by other officers' scheduling bid selections, then, by reverse seniority, an officer will be assigned to work a straight shift for the year, even if it is not his or her preference, until the guaranteed four (4) day shifts and the guaranteed four (4) night shifts are all filled. The guaranteed straight shifts shall not apply to supervisors. Then for each officer's first and second choice, a day and night shift shall be assigned together with preference given to an officer's first choice. When such pairing can no longer be made, all remaining officers shall be assigned to rotating shifts. Rotating shifts shall rotate every two 28-day work periods. These shift assignments will be effective beginning with the first full twenty-eight (28) day work period after January 1st of each year and will remain in effect for one year. All non-probationary employees shall participate in the shift bidding. Probationary employees shall not participate in the shift bidding until the shift bid that becomes effective after completion of their probationary period.

Section 8.3 Compensatory Time

In lieu of overtime pay, employees may make a written election to receive compensatory time off. For each hour of overtime worked, the officer shall receive one and one-half hours of compensatory time. An employee may accrue up to one hundred twenty (120) hours of compensatory time in a replenishable bank. Compensatory time may be carried from year to year. Requests to use compensatory time shall be at the employee's discretion. Compensatory time may be used in one (1) hour increments. Such requests shall be subject to approval by the Chief or his designee and may be denied if they would likely create overtime opportunities. However, once compensatory time is granted, it shall not be rescinded.

Section 8.4 Holiday Pay

Each employee shall be compensated for the following eight (8) holidays during each year:

| | |
|-----------------|----------------|
| New Year's Day | Fourth of July |
| President's Day | Labor Day |
| Easter | Thanksgiving |
| Memorial Day | Christmas Day |

For the purposes of this section, holiday hours allowed by this contract are paid at the employees regular "straight time" rate.

Employees shall receive his or her birthday off with 8 hours of holiday pay.

Employees who are scheduled off on a holiday shall receive 8 hours of holiday pay. To receive this compensation for a holiday where the employee is scheduled off, the employee must work the last scheduled day prior to and the first scheduled day after the holiday.

In the event an employee uses a sick day instead of working the last scheduled day prior to or the first scheduled day after the holiday but does work the holiday, the employee will receive holiday pay equal to one-half the number of actual hours worked. To qualify for this benefit, the employee may be required to provide medical certification of illness if there is evidence that the employee has abused his or her use of sick leave.

Employees who work any amount of regular scheduled hours in excess of 8 hours on a holiday shall receive an equal amount of holiday hourly pay for the hours worked.

An employee who is assigned a regular scheduled day off on a holiday or his/her birthday and is rescheduled and forced to work the holiday or birthday shall be paid double their regular straight time rate for any hours worked in addition to an amount of holiday pay equal to the number of hours actually worked but no less than 8 hours.

If an employee works both Christmas Eve and Christmas Day, he or she shall receive holiday pay equal to one-half the number of actual hours worked on Christmas Eve.

Employees are prohibited from switching a shift with themselves that results in the employee working a holiday or their birthday when previously scheduled off.

Section 8.5 Shift Trades

(Body for Body)

Officers covered by this Agreement shall be allowed to trade shifts with other officers who are willing to work such trades, when it is requested in writing by an officer, signed by the officer involved and approved by the Shift Supervisor or designee, the approval of which shall not be unreasonably denied.

If the trade involves a holiday, the officer working the holiday shall receive the associated holiday pay.

(Self-Switches)

An officer may complete four (4) self- switches per twenty-eight (28) day cycle as long as the switch does not create overtime.

Section 8.6 Call-Back

A call back is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled working hours. Employees reporting back to the Village's premises or location dispatched by the Village, at a specified time on a regularly scheduled work day which does not immediately precede or follow a regularly scheduled shift shall be compensated for a minimum of two (2) hours at the appropriate overtime rate, or be compensated for the actual time worked, whichever is greater, at the overtime rate.

Section 8.7 FTO Compensation

An FTO shall receive one (1) hour of overtime for each shift they serve in that capacity.

Section 8.8 Training Pay

For the purpose of this section, a "certified instructor" is an employee who has attended and completed a Department approved training course which results in the employee receiving a certificate to instruct.

All certified instructors may be eligible to be compensated with one (1) hour of overtime per shift during which they acted in the capacity as a "certified instructor". This one (1) hour will be paid at time and one-half of the employee's regular rate of pay.

The certified instructor must be able to provide the Department with a copy of the certificate to instruct upon request. In order to be eligible for this compensation, the certified instructor must have presented for pre-approval to the Chief of Police or his designate a lesson plan and training dates.

Any certified instructor who is being paid at an overtime rate during the hours in which they are acting in such capacity will not be eligible for the compensation as described in this section.

ARTICLE 9- VACATION

Section 9.1 Vacation Earned

An employee shall receive paid vacation time on the following schedule and total continuous years of service rendered to the Village:

One (1) full year but less than five (5) full years – Eighty (80) Hours= seven (7) vacation days

Five (5) full years but less than ten (10) full years – One Hundred Twenty (120) Hours= ten (10) vacation days

Ten (10) full years but less than fifteen (15) full years – One Hundred Sixty (160) Hours= fourteen (14) vacation days

Fifteen (15) full years but less than twenty (20) full years – Two Hundred (200) Hours= seventeen (17) vacation days

Twenty (20) full years but less than twenty-five (25) full years – Two Hundred Twenty-Four (224) Hours= nineteen (19) vacation days

Twenty-five (25) full years but less than thirty (30) full years – Two Hundred Forty (240) Hours= twenty (20) vacation days

Thirty full years or more –Two Hundred Sixty-Four (264) Hours= twenty-two (22) vacation days

Section 9.2 Vacation Usage

All weeks in a year shall be open for selection, including the first week in January.

Vacations may not be butted from one year to the next.

Vacations shall be scheduled by seniority and in accordance with employee preference to the extent consistent with the operating requirements of the Police Department. The employee will pick the days he is entitled to for that particular year. Any additional days will be picked after the posting of the vacation schedule.

Vacations requested for January and February must be requested by December 1 of the previous year.

Employees with the same seniority date will alternate vacation selection annually.

Starting January 1, 1999, Sergeants will be permitted to pick vacations by their seniority in the rank of sergeant. Sergeants on the 1998 vacation list shall maintain their current positions indefinitely.

ARTICLE 10- UNIFORMS AND EQUIPMENT

Section 10.1 Initial Issue

The Village shall purchase, maintain, clean and replace, if necessary (and if not lost by the officer or destroyed through his negligence), the following items:

- | | |
|-------------------------------------|--|
| Uniform Shirts (6 summer, 6 winter) | Pens (2) |
| Dress Uniform Pants (1 pair) | Gloves, winter (1 pair) |
| BDU Style Uniform Pants (4 pair) | Shoes (1 pair) |
| Two clip-on ties | Boots (1 pair) |
| Socks | Badges (2) |
| All-season jacket | Hat Shield (1) |
| All Weather Sweater (current) | Rank insignia |
| Briefcase (up to \$50) | Tie clip |
| Uniform saucer cap | .40 cal. Glock Model 22 and .40 ammo |
| Winter hat | Bullet proof vest and covers |
| Summer cap | Handcuffs |
| Rain gear | Ticket book holder |
| ASP and carrier | Turtlenecks (3) |
| O.C. Pepper Spray and carrier | Embroidered Name Tag for external vest cover |

CPR Micro shield Holster

Village Badge Patch for external vest cover

Garrison belt (holster, ammo pouch, handcuff case, key clip, keepers)

Off-duty star and case

Any replacement purchases of the above-mentioned items will be covered by the Village.

Section 10.2 Replacement

The Village will reimburse the officer for the full cost of personal eye glasses damaged in the line of duty and up to Fifty Dollars (\$50.00) for watches damaged in the line of duty and not through the negligence of the officer.

Section 10.3 Uniform Change/Modification

If there is revision, change, or modification in the present uniform during the term of this Agreement, all the cost related to the change will be borne by the Village.

ARTICLE 11- RESIDENCY

Officers will not be required to live within the corporate limits of the Village.

ARTICLE 12- EDUCATIONAL REIMBURSEMENT

The Village will reimburse an officer up to thirty-six thousand dollars (\$36,000.00) over the life of this contract for books and tuition costs that are actually paid by the employee and not covered from other sources for all courses required to obtain a Criminal Justice Degree or such other degrees which have the specific written prior recommendation of the Police Chief and approval of the Board. This amount will be pro-rated at a rate of \$6,000.00 per year for new hires. The officer will be compensated upon completion of the class if the officer attained a grade of "C" or better.

The officer must complete the necessary forms required for pre-approval of the courses to be taken in a particular semester.

ARTICLE 13- LAYOFF

Section 13.1 Layoff

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

Except in an emergency, no layoff will occur without at least fifteen (15) calendar days' notification to the Union. The Village agrees to consult the Union, upon request, and afford the Union an opportunity to propose alternatives to the layoff, though such consultation shall not be used to delay the layoff.

Section 13.2 Recall

Employees who are laid off shall be placed on a recall list for a period of one (1) year. 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 ten (10) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, provided that the employee must notify the Police Chief or his designee of his intention to return to work within three (3) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the 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 14- MANAGEMENT RIGHTS

The Employer has and will continue to retain the right to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the Employer shall include, but not be limited to, rights:

- 1.) to determine the organization and operations of the Department of Police;
- 2.) to determine and change the purpose, composition and function of each of its constituent departments, and subdivisions;
- 3.) to set standards for the services to be offered to the public;
- 4.) to direct the officers of the Department of Police, including the right to assign work and overtime;
- 5.) to hire, examine, classify, select, promote, restore to career service positions, train, transfer, assign and schedule officers;
- 6.) to increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds or other proper reasons;
- 7.) to establish work schedules and to determine the starting and quitting time, and the number of hours to be worked;
- 8.) to establish, modify, combine or abolish job positions and classifications;
- 9.) to add, delete or alter methods of operation, equipment or facilities;
- 10.) to determine the locations, methods, means and personnel by which the operations are to be conducted, including the right to determine whether goods or services are to be made, provided or purchased;
- 11.) to establish, implement and maintain an effective internal control program;
- 12.) to suspend, demote, discharge, or take other disciplinary action against officers for just cause (probationary employees without just cause); and
- 13.) to add, delete or alter policies, procedures, rules and regulations.

Inherent managerial functions, prerogatives and policy-making rights and the impact thereof, whether listed above or not, which the Employer has not expressly restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance and arbitration procedures contained herein, provided that no right is exercised contrary to or inconsistent with other terms of this Agreement.

ARTICLE 15-FOP LABOR COUNCIL SECURITY AND RIGHTS

Section 15.1 Dues Deduction

While this Agreement is in effect, the Village will deduct from each paycheck the appropriate dollar amount of Labor Council dues for each employee in the bargaining unit who has filed with the Village a voluntary, effective checkoff, authorized by the Labor Council (attached hereto as Appendix "D"). The Labor Council will give the Village thirty (30) days' notice of any change in the amounts of dues to be deducted. Dues shall be remitted to the Labor Council by the tenth (10th) day of the month following deduction. Any Labor Council member desiring to revoke the dues checkoff may do so by written notice to the Employer at any time during the thirty (30) day period prior to the annual anniversary date of the contract.

The Village shall provide the Labor Council, within thirty (30) days of hire, the name, address, classification, rate of salary and starting date of any new employee hired into the Labor Council's bargaining unit.

Section 15.3 FOP Labor Council Indemnification

The FOP Labor Council shall indemnify, defend and save the Village harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal fees and costs that shall arise out of or by the reason of action taken or not taken by the Village in complying with the provisions of this Article.

ARTICLE 16- BULLETIN BOARD

Section 16.1 Labor Council Use of Bulletin Board

The Village shall provide the Labor Council with designated space on an available bulletin board which will be used solely for Labor Council purpose for the posting of official Labor Council notices of a non-political, non-inflammatory nature.

ARTICLE 17- LABOR COUNCIL REPRESENTATION

Section 17.1 Right of Entry

Authorized representatives of the Labor Council shall, with the advance approval of the Chief, have reasonable access to the Police Department during working hours to converse with members of the Council and/or representatives of the Employer concerning matters covered by this Agreement. Said approval shall not be unreasonably denied. Said access shall not disrupt the operations of the Department.

Section 17.2 Labor Council Negotiating Team

No more than two (2) officers designated as being on the Labor Council negotiating team who are scheduled to work on a day which negotiations will occur, shall for the purpose of attending scheduled negotiations, be excused from their duties without loss of pay for the period of negotiations, as long as the attendance of any officer at negotiations does not result in the payment of overtime to that officer or to any other officer by the Village. If the attendance of an officer at negotiations would result in the payment of any overtime by the Village, the officer shall not attend negotiations. If a designated Labor Council negotiating team member is on regular day-off status on the day of negotiations, he will not be compensated for attending the session. A reasonable effort shall be made by both parties to schedule negotiations for a day and

time at which the designated members of the Labor Council negotiating team are not scheduled to work.

Section 17.3 Delegates

Any Officer chosen as a delegate to an Illinois Fraternal Order of Police Labor Council Annual Meeting or Fraternal Order of Police State or National Conference or Meeting shall be allowed the use of available time off (not including sick time) to attend any such meetings or conferences, provided that the employee submits a written request to the Village seeking approval.

ARTICLE 18- IMPASSE RESOLUTION

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act (IPLRA), 5 ILCS 315/14, as it exists from time to time.

ARTICLE 19- MAINTENANCE AND ECONOMIC BENEFITS

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

ARTICLE 20- INSURANCE BENEFITS

Section 20.1 Health Insurance

The Village shall pay ninety percent (90%) of the monthly premium for family and employee health insurance and the employee shall pay the remaining ten percent (10%). The current medical insurance program and benefits shall remain in effect during the term of this Agreement unless mid-term modifications are accepted by the parties.

Effective 3/1/2016: Village (85%)- Employee (15%)

Section 20.2 Dental Insurance

The current dental insurance program and benefits shall remain in effect during the term of this Agreement, provided that the Village shall pay 50% of the annual premium for family and individual coverage and the employee shall pay 50% of the annual premium for family and individual coverage.

Section 20.3 Continuance of Health Insurance

In the event an employee dies, the Village will continue to provide health and dental insurance for that employee's dependents in accordance with the same terms and conditions as otherwise would be applicable for a period of eighteen (18) months, provided that the spouse does not remarry and the dependents are under twenty-six (26) years of age.

Section 20.4 Health Insurance – Retirees

For retirees hired prior to March 1, 2016:

To qualify for health insurance benefits, an early retiree must be at least fifty-five (55) years of age when he retires.

Employees accrue points by adding their age together with the number of years of service with the Village.

The Village shall pay a percentage of the early retiree's insurance premium until he reaches the age of sixty-five (65) based on the following schedule:

90% for 80 points
75% for 75 points
50% for 70 points

At the age of sixty-five (65), the Village shall pay ninety percent (90%) of the supplemental insurance for an early retiree who qualifies for the above schedule.

Spouse's insurance coverage will continue to be handled consistent with Village policy.

For retirees hired on or after March 1, 2016:

All employees hired before 3/1/2016 will receive retiree health insurance benefits as listed in this section above. Effective with the expiration of the hiring list which expires 3/1/2016, all employees hired on or after 3/1/2016 will be able to continue their retiree health insurance benefits through the Village by paying 100% of the premium.

Section 20.5 Life Insurance

The Village will provide \$100,000 of life insurance for each employee.

Section 20.6 Counseling

The Village shall pay in full the cost of counseling necessitated from a traumatic event (such as air crashes, earthquakes, deaths in which the officer is personally involved, or such other events as the Chief determines in his sole and non-grievable discretion) occurring while in the performance of an officer's duty.

Section 20.7 Physical Examinations

The Village will contribute up to Eighteen Hundred Dollars (\$1800) toward the cost of a physical examination, eye care, hearing protection, and hearing aids for an employee, not covered by insurance, for the period January 1, 2019 through December 31, 2024. The employee shall be required to share the results of examinations with the Chief if they reveal any limitations on the employee's ability to perform essential functions of the job. The Village's contribution will be payable to the employee upon presentation of appropriate invoices.

Section 20.8 Right to Maintain Coverage While on Unpaid Leave or on Layoff

An employee who is on an approved unpaid leave of absence or who is on layoff with recall rights shall have the right to maintain insurance coverage and, if desired, for dependent coverage, at the employee's cost.

Section 20.9 Health and Dental Insurance Committee

The Village agrees to form an insurance committee that includes two members from the F.O.P. Labor Council bargaining unit along with similar representation from other employee groups. Where practicable, the Committee will meet in October and periodically thereafter, as necessary, to review insurance renewal options. Representatives from the Labor Council will be provided adequate opportunity for input into Committee discussions and recommendations before such recommendations are made.

ARTICLE 21- WAGES

Section 21.1 Wages Schedule

Wages shall be paid in accordance with Appendix A1.

Each employee shall be able to designate the institution to which payroll deposits will be made so long as the institution is located in Illinois and changes are not made more than once per calendar year.

All retroactive payroll corrections shall be paid as a lump sum. Retroactive checks for this contract shall be on a separate check. Reasonable efforts will be made to ensure that monies are paid within thirty (30) days after signing the contract.

Section 21.2 Longevity

Longevity payments shall be made in accordance with Appendix A2.

Section 21.3 Acting Supervisor (Officer in Charge/ OIC)

A Patrol officer who serves any amount of time as an OIC during a shift shall receive one (1) hour of overtime for that shift in addition to their normal pay for that shift.

An O.I.C will be designated by the Police Chief and the appointment will be mutually agreed upon between the chosen member and the Police Chief with the understanding that no member will be unwillingly assigned the O.I.C. designation or responsibilities. Any scheduled supervisor overtime will be offered to Lieutenants and Sergeants prior to an O.I.C. being utilized.

Section 21.4 Special Duty Allotment

Each employee who has completed five years of service in the Department shall receive an annual special duty allotment of fifteen hundred dollars (\$1,500).

Section 21.5 Shift Differential

The Village shall pay an eighty cent (\$.80) differential for hours worked during the afternoon/night shift (e.g. 6:00 p.m. to 6:00 a.m. or 7:00 p.m. to 7:00 a.m.).

Section 21.6 Rate of Pay

For purposes of calculating overtime, the hourly rate of pay shall be calculated by dividing the total of base salary and longevity by 2080 hours.

Section 21.7 Canine Handler Compensation:

The Village and the Union acknowledge that the canine handler is entitled to additional compensation for the care and maintenance of the dog and that the hours necessary to do this are difficult to determine. The parties also agree that this compensation package fairly and adequately compensates the handler for these additional anticipated duties. Canine handlers will be compensated 1 hour of compensatory time for scheduled days off and 1 hour of overtime (one and one-half times the member's regular rate) for work days for the care and maintenance of their canine. It is the responsibility of the canine handler to manage their compensatory time bank to ensure that their banked compensatory time does not exceed the contract maximum of 120 hours. If the canine handler accrues time through the care and maintenance of their canine which would exceed the 120-hour maximum, management will assign time off to bring the compensatory bank total down to 120 hours.

The Village will assume the responsibility for the payment of all approved canine expenses including veterinarian bills, medication, and food.

ARTICLE 22- MISCELLANEOUS

Section 22.1 Senior Officer

The Senior Officer (I & II) designation shall only be available to members hired before January 6, 2019. An employee who will have served the Village as a patrol officer or sergeant for at least 20 years at the time of retirement and who gives 18 months of irrevocable advance notice of retirement may apply for designation as a Senior Officer I. An employee who will have served the Village as a patrol officer or sergeant for at least 20 years at the time of retirement and who gives 30 months of irrevocable advance notice before retirement may apply for designation as a Senior Officer II. All employees who apply for this designation and who satisfy the requirement established in this section, shall be appointed to these positions. Appointment to these positions is intended to afford the Village the opportunity to fully utilize the experience, training and expertise of these senior officers. Specific duties and responsibilities shall be determined solely at the discretion of the Chief, although that discretion shall not be exercised arbitrarily.

As compensation for these positions, the Senior Officer I shall receive a 20% increase in his or her compensation for his or her last 12 months of employment before retirement. As compensation for these duties, the Senior Officer II shall receive a 10% increase in salary during each of the last 2 year of employment before retirement. In addition, both positions shall receive 3 points toward his or her retirement health insurance reimbursement. Employees in these positions are required to use all accrued vacation time prior to retirement; such time will not be paid out as a cash benefit.

Employees who apply for these positions shall not receive the Village's pre-retirement benefit of \$200 per month. This position and associated benefit shall become null and void should the Village/Department become subject to the Downstate Pension Fund. The employee shall then again become eligible for the Village's pre-retirement benefit of two hundred dollars (\$200.00) per month for his/her last twelve months of employment.

Section 22.2 Indemnification

The Village agrees to indemnify an officer against any judgment, claim or action arising out of the officer's performance of his/her duties as a police officer. The Village shall provide mandatory procedural guidelines to be followed by the officer claiming indemnification. Under no circumstances will an officer be indemnified where his/her conduct is willful, wanton, intentional or illegal; where the officer is found guilty in a criminal or quasi-criminal case; or where there is finding of malice on the part of the officer. This paragraph is not subject to the grievance or arbitration procedure.

Section 22.3 Permanent Commission Cards

Each officer shall receive a permanent appointment commission card rather than an annual appointment commission card. Said commission card will designate the officer's rank as well as specialization status. A commission card is not a guarantee of continued employment.

Section 22.4 Burial

The Village agrees to defray all funeral and burial expenses of any employee of the Police Department killed while on duty or acting in the line of duty up to a maximum of Ten Thousand Dollars (\$10,000).

Section 22.5 Disability Committee

If the Union establishes a committee for the purpose of examining potential disability insurance policies to supplement the policy currently provided by IMRF, the Village Board shall hear the results of the Committee's work at one hearing open to Union members who wish to attend. The Committee may also investigate pension supplements and provide written information to the Board's police committee from time to time.

Section 22.6 Required Posting

All open positions shall be posted on the Union bulletin board or Department email so that all members covered by this Agreement have the opportunity to bid for said positions.

Section 22.7 Personal Assets

No employee shall be required to disclose any item of their property, income, assets, source of income or assets, debts or personal or domestic expenditures including those of any member of their family or household, except as required by law.

Section 22.8 Release of Information

No photograph or personal information about an employee will be disclosed by the Village to the media or general public at any time during the term of this contract, unless the employee approves of such disclosure in advance of its release. Such disclosures will not include an employee's home address and home telephone number. This section does not prohibit

photographs taken for publicity purposes and does not prohibit disclosures as required by state and federal law.

Section 22.9 Technological Equipment

Members shall not be unreasonably denied the opportunity to review any relevant video or audio recordings prior to making any written or verbal statement.

The village will not routinely view or audit recorded video surveillance, audio surveillance, and or GPS information for the sole purpose of obtaining evidence to discipline bargaining unit members when there is no other purpose to review such evidence. The Village affirms use of such technology by Management will be in accordance with Article 10 of the Police Officer's Bill of Rights and Article 26, Discipline Procedures. In the event such surveillance, audio surveillance, and/or GPS information is used against a bargaining unit member in a disciplinary proceeding, the accused member and the Union shall have an opportunity to respond.

Public access to video surveillance, audio surveillance, and GPS information shall be governed by Illinois law. The Village's use of any body-worn cameras shall be done in accordance with the Law enforcement Officer-Worn Body Camera Act (50 ILCS 706/10).

Section 22.10 Disabling Safety Defects

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

Section 22.11 Retirement Benefits Notification

Upon an Employee announcing their intent to retire, the Village will provide documentation to the Employee listing all benefits which will be provided to the Employee in retirement.

Section 22.12 On-Call Detective

Detectives placed on On-Call status shall have the option of using a Department owned vehicle while they are placed on such status.

Section 22.13 Immunizations

The Village agrees to pay full expenses for medical examinations, diagnostic tests, inoculations or immunization shots for the employee and for members of an employee's household when such becomes necessary as a result of said employee's exposure to contagious diseases (including AIDS, tuberculosis and hepatitis) where said officer has been exposed to said disease in the line of duty.

ARTICLE 23- LABOR-MANAGEMENT MEETINGS

Section 23.1 Meeting Request

The Union and Village agree that in the interest of efficient management and harmonious employee relations, that meetings will be held between Union representatives and responsible Administrative representatives of the Village upon request by either party at least seven (7) working days in advance, provided however that such meetings will no be held more frequently than every thirty days except by mutual agreement. Either party may request such a meeting by placing in writing a request to the other for a "labor-management meeting" and expressly providing the agenda for such meeting. The Labor-Management meetings shall consist of three representatives of the Union and three representatives from the Employer.

Such meetings, times and locations shall be limited to:

1. discussion on the implementation and general administration of this Agreement;
2. a sharing of general information of interest to the parties;
3. notifying the Union of changes in conditions of employment contemplated by the Village which may affect members; and
4. safety issues – When safety issues are on the agenda, the parties shall attempt to arrive at joint recommendations to improve safety. Such recommendations shall be submitted to the Police Committee of the Village Board if such submission is necessary to address the safety issue. In the absence of agreement on submission of recommendations either party may submit their own recommendations.

Section 23.2 Content

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

Section 23.3 Attendance

Attendance at “labor-management meetings” shall be voluntary on the officer’s part, and attendance during such meetings shall not be considered time worked for compensation purposes. Normally, no more than three (3) representatives from the Union shall attend these meetings. Attendance at such meetings shall not interfere with required duty time, and attendance, if during duty time, is permitted only upon prior approval by the Police Chief.

Section 23.4 Test Results

The employee, or upon the employee’s written request a Union representative, shall be permitted to meet within 15 calendar days of the posting of test results with management or the testing service to review the accuracy of test results for the position of Sergeant.

The employer shall use an objective and verifiable test when promoting to the position of Sergeant. Test results shall be graded in the presence of the employee. All test materials shall be retained for a period of not less than six months.

ARTICLE 24- SAVINGS CLAUSE

If any provision of this Agreement or any application of such provision thereof should be rendered or declared unlawful, invalid, or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid, or unenforceable. Should the parties bargain to impasse over the substitute provision, such impasses shall be resolved in accordance with the impasse procedures contained in the Act.

ARTICLE 25- DURATION

Section 25.1 Term of Agreement

Unless otherwise specifically provided, the terms of this Agreement shall be effective from January 1, 2019 and shall remain in full force and effect until December 31, 2024. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party no earlier than sixty (60) days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 25.2 Continuing Effect

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse procedure are continuing for a new Agreement or part thereof between the parties, provided that either party may terminate this Agreement by written notice to the other at least ten (10) days prior to the desired date of termination but not before the anniversary date of this contract.

Section 25.3 Entire Agreement

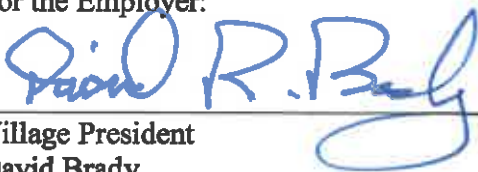
This Agreement constitutes the complete and entire agreement between the parties and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in the Agreement, it may be changed by the Employer as provided in the Management Rights clause, Article 14.

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 26- SIGNATURES

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 1st day of August, 2019

For the Employer:




Village President
David Brady



Village Clerk
Yvette Solis

(S E A L)

For the Union:




Bargaining Chair
Tom Pollard



Bargaining Committee Representative
Dave Westin



Bargaining Committee Representative
Richard Witvoet



Bargaining Committee Representative
Jaaron Hudson



Bargaining Committee Representative
Karl Gotsch



Illinois FOP Labor Council Field Rep
Mike Powell

APPENDIX "A1"

Sergeants

| | 2.75% | 2.75% | 3.00% | 3.00% | 3.00% | 3.00% |
|------|---------|---------|---------|---------|---------|---------|
| Step | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 |
| 1 | 108,247 | 111,224 | 114,560 | 117,997 | 121,537 | 125,183 |
| 2 | 109,876 | 112,897 | 116,284 | 119,773 | 123,366 | 127,067 |

Patrol Officers

| Step | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 |
|------------------------------------|--------|---------|---------|---------|---------|---------|
| 1 | 67,963 | 67,963 | 67,963 | 67,963 | 67,963 | 67,963 |
| 2 | N/A | 69,832 | 69,832 | 69,832 | 69,832 | 69,832 |
| 3 | N/A | N/A | 71,927 | 71,927 | 71,927 | 71,927 |
| 4 | N/A | N/A | N/A | 74,085 | 74,085 | 74,085 |
| 5 (Step 1, hired prior to 1/6/19) | 69,832 | 71,752 | 73,905 | 76,122 | 78,406 | 80,758 |
| 6 (Step 2, hired prior to 1/6/19) | 74,248 | 76,289 | 78,578 | 80,935 | 83,363 | 85,864 |
| 7 (Step 3, hired prior to 1/6/19) | 78,657 | 80,820 | 83,245 | 85,742 | 88,314 | 90,964 |
| 8 (Step 4, hired prior to 1/6/19) | 84,705 | 87,035 | 89,646 | 92,335 | 95,105 | 97,958 |
| 9 (Step 5, hired prior to 1/6/19) | 93,523 | 96,095 | 98,978 | 101,947 | 105,006 | 108,156 |
| 10 (Step 6, hired prior to 1/6/19) | 98,221 | 100,922 | 103,950 | 107,068 | 110,280 | 113,589 |

APPENDIX "A2"

2019-2024

Patrol Officers and Sergeants

| <u>Years</u> | <u>Annual Longevity</u> |
|--------------|-------------------------|
| 0-5 | 0 |
| 6 | 431 |
| 7 | 474 |
| 8 | 517 |
| 9 | 560 |
| 10 | 644 |
| 11 | 728 |
| 12 | 812 |
| 13 | 896 |
| 14 | 980 |
| 15 | 1,064 |
| 16 | 1,148 |
| 17 | 1,232 |
| 18 | 1,316 |
| 19 | 1,400 |
| 20 | 1,484 |

After twenty-five (25) years of service, the longevity payment shall be increased by \$500.

APPENDIX "B"

DRUG AND ALCOHOL TESTING

Section 1. General Policy Regarding Drugs and Alcohol

The use of illegal drugs and the abuse of legal drugs and alcohol by members of the Police Department present unacceptable risks to the safety and well-being of other employees and the public, invite accidents and injuries, and reduce productivity. In addition, such conduct violates the reasonable expectations of the public that the employees who serve and protect them obey the law and be fit and free from the effects of drug and alcohol abuse.

In the interest of employing persons who are fit and capable of performing their jobs, and for the safety and well-being of employees and residents, the Village and the Bargaining Unit agree to establish a program that will allow the Village to take the necessary steps, including drug and/or alcohol testing, to implement a general policy regarding drugs and alcohol.

Section- 2. Definitions

- A. "Drugs" shall mean any controlled substance listed in Chapter 56-1/2 of the Illinois Revised Statutes, known as the Controlled Substances Act, for which the person tested does not submit a valid pre-dated prescription. In addition, it includes "designer drugs" which may not be listed in the Controlled Substances Act but which have adverse effects on perception, judgment, memory or coordination. Among the drugs covered by the policy are the following...

| | | |
|---------------------------|---------------|-----------------|
| Opium | Tranquilizers | MDA |
| Morphine | Cocaine | PCP |
| Codeine | Amphetamines | Chloral Hydrate |
| Heroin | Phenmetrazine | Methylphenidate |
| Meperidine | LSD | Hash |
| Marijuana | Mescaline | Hash Oil |
| Barbiturates Glutethimide | Steroids | Methaqualone |
| Psilocybin-psilocin | | |

- B. The term "drug abuse" includes the use of any controlled substance which has not been legally prescribed and/or dispensed, or the abuse of a legally prescribed drug which results in impairment while on duty.
- C. Supervisor-those sworn employees assigned to a position having the responsibility for supervising subordinates

Section 3. Prohibitions

Members shall be prohibited from:

1. Consuming alcohol or illegal drugs at any time during the work day on any of the Village's premises or job sites, including all Village buildings, properties, vehicles, and the employee's personal vehicle while engaged in Village business.

2. Using, selling, purchasing or delivering any illegal drug during the work day or when off duty.
3. Being under the influence of alcohol or drugs during the course of the work day.
4. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Violations of these prohibitions will result in disciplinary action up to and including discharge.

Section 4. The Administration of Tests

Informing Employees Regarding Drug Testing - All current employees will be given a copy of the Drug & Alcohol Testing Policy upon execution of the agreement between the parties. All newly hired employees will be provided with a copy at the start of their employment.

Pre-Employment Screening - Nothing in this Appendix shall limit or prohibit the Village from requiring applicants for bargaining unit positions to submit to blood and/or urine specimens to be screened for the presence of drugs and/or alcohol prior to employment.

When a Test May Be Compelled - There shall be no random, across-the-board, or routine drug testing of employees, except as provided by Section 9 or as is otherwise expressly agreed to in writing by the parties. When there is documented reasonable suspicion to believe that an employee is under the influence of drugs or alcohol while on duty, a supervisor may order that the employee submit to a drug/alcohol test(s). At the time the employee is ordered to submit to testing the Supervisor shall notify the Bargaining Unit Representative on duty, and if none is on duty, the Supervisor shall make a reasonable effort to contact an off duty Bargaining Unit Representative. Refusal of an employee to comply with the order for a drug/alcohol test(s) will be considered as a refusal of a direct order and will be cause for disciplinary action up to and including discharge.

It is understood that drug or alcohol tests may be required under the following conditions:

1. When an employee has been arrested or indicted for conduct involving illegal drug related activity on or off duty; when an employee is involved in an on-the-job injury causing reasonable suspicion of illegal drug use or alcohol abuse;
2. When an employee is involved in an on-duty accident where there is reasonable suspicion of illegal drug use or alcohol abuse;
3. Where an employee has experienced excessive absenteeism or tardiness under circumstances giving rise to a suspicion of off-duty drug or alcohol abuse;
4. The employee discharges a firearm in the performance of his/her duties;
5. During the performance of his/her duties, the employee drives a motor vehicle and

becomes involved in an incident that results in bodily injury to him/herself or another person, or substantial damage to property;

6. The above examples do not provide an exclusive list of circumstances which may give rise to testing. Other circumstances may give rise to testing provided they conform to the reasonable suspicion standard.

Reasonable Suspicion Standard - Reasonable suspicion exists if the facts and circumstances warrant a rational inference that the person is under the influence of alcohol or drugs. Reasonable suspicion will be based upon the following:

1. Observable phenomena, such as direct observation of use and/or the physical symptoms of being under the influence of alcohol or controlled substances;
2. Information provided by an identifiable third party which is independently corroborated.

Order to Submit to Testing - At the time an employee is ordered to submit to testing authorized by this Agreement, the Supervisor shall provide the employee with the reasons for the order. A written notice setting forth the objective facts and reasonable inferences drawn from the facts which formed the basis of the order to test will be provided in a reasonable time period following the order. The employee shall be permitted to consult with a representative of the Bargaining Unit at the time the order is given, provided that such a representative is available. No questioning of the employee shall be conducted that is not consistent with the "*Uniform Peace Officers' Disciplinary Act.*" A refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he/she may have. When testing is ordered, the employee will be removed from duty and placed on leave without pay pending the receipt of results: If the results are negative, the employee's pay while on leave will be restored.

Section 5. Conduct of Tests

The Village may use breathalyzer tests for alcohol testing. In conducting the testing authorized by this Agreement (other than by use of a breathalyzer, with respect to which only item 8., below, shall apply), the Village shall:

1. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has been or is capable of being accredited by the National Institute on Drug Abuse (NIDA).
2. Ensure that the laboratory or facility selected conforms to all NIDA standards including blind testing.
3. Use tamper proof containers, have a chain-of-custody procedure, maintain confidentiality, and preserve specimens for a minimum of twelve (12) months.
4. Collect a sufficient sample of the same bodily fluid or material from a member to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside reserved for later testing if requested by the employee.
5. Collect samples in such a manner as to insure a high degree of security for the sample

and its freedom from adulteration.

6. Confirm any sample that tests positive in the initial screening of drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.
7. Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense, provided the employee notifies the Chief in writing within seventy-two (72) hours of receiving the results of the tests of the employee's desire to utilize another laboratory or hospital facility.
8. Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .04 or more (or such lesser concentration as may hereafter be established by Illinois state statute for the application of prohibitions against driving while intoxicated) based upon the grams of alcohol per 100 milliliters of blood/breath to be considered positive.
9. Provide each employee tested with a copy of all information and reports received by the Village in connection with the testing and the results.
10. Insure that no employee is subject to any adverse employment action except relief from duty without pay during the pendency of any testing procedure. Any such relief from duty shall be immediately discontinued in the event of a negative test result, all records of the testing procedure will be expunged from the employee's personnel files, the employee shall be made whole for all lost compensation.
11. Require that the laboratory or hospital facility report to the Village that a blood or urine sample is positive only if both the initial and confirmatory test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Village, such information shall not be used in any manner or forum adverse to the employee's interests.
12. Engage the services of a medical expert experienced in drug testing to design an appropriate questionnaire to be filled out by any employee being tested to provide information of food or medicine or other substance eaten or taken by or administered to the employee which may affect the test results and to interview the employee in the event of positive test results to determine if there is any innocent explanation for the positive reading.

Section 6. Cutoff Levels

The following initial test cutoff levels shall be used when screening specimens to determine whether they are negative for the five (5) drugs or classes of drugs:

Initial Test Level

Marijuana metabolites (50ng/ml)
Opiate metabolites (300 ng/ml)
Cocaine metabolites (300 ng/ml)

Phencyclidine (25ng/ml)
Amphetamines (1,000 ng/ml)

All specimens identified as positive on the initial screening test shall be confirmed using GC/MS techniques at the cutoff levels listed below:

| | | Confirmatory Initial Test Level |
|------------------------|-----------------|--|
| Marijuana metabolites* | | 15ng/ml |
| Cocaine metabolites** | | 150ng/ml |
| Opiates: | Morphine | 300ng/ml |
| | Codeine | 300ng/ml |
| Phencyclidine | | 25ng/ml |
| Amphetamines: | Amphetamine | 500ng/ml |
| | Methamphetamine | 500ng/ml |

* Delta-9-tetrahydrocannabinol 1-9-carboxylic acid

**Benzoyllecgonine

The above cutoff levels have been established based on Department of Health and Human Services recommendations. It is understood that changes in technology and/or the need to detect the presence of other prescription or illegal drugs may necessitate the adoption of new or changed cutoff levels. Should such changes or need arise, the parties agree to meet promptly to negotiate with respect to the levels to be adopted. If no agreement is reached within sixty (60) days, the Village may for good cause (e.g., NIDA or Health and Human Services recommendations) implement new or changed cutoff levels on an interim basis while negotiations are proceeding subject to challenge by the Bargaining Unit through the grievance procedure.

Section 7. Right to Contest

The Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement.

Section 8. Voluntary Request for Assistance

The Village shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling, or other support for alcohol or drug related problems unless the request follows the order to submit to testing or unless the employee is found to be using illegal drugs or under the influence of drugs or alcohol. If after a voluntary request for assistance, a counselor or physician recommends or advises that the officer is unfit for duty in his or her current assignment, the Village may authorize the use of sick leave, vacation usage, or compensatory time usage while the employee seeks assistance through the Employee Assistance Program (EAP). The Village shall make available through its (EAP) a means by which the employee may obtain referrals and treatment. All such requests shall be confidential except where disclosure is required by law. When undergoing treatment and evaluation, employees shall be allowed to use accumulative sick and/or paid leave and/or be placed on unpaid leave pending treatment. Such leave shall not exceed six (6) calendar months. Reinstatement will be conditional based on: cooperation with the counselor; successful participation in any prescribed counseling, treatment or aftercare, which may include follow-up drug and/or alcohol tests and other appropriate

conditions; the Village's receipt of a release to return to work from the substance abuse counselor; and completion of a return to duty test with a negative test result.

Section 9. Consequences for Violating Drug and Alcohol Abuse Prohibition

Whenever the results of any test administered under this policy are positive, the employee shall be removed from service immediately for further disposition consistent with the provisions of this policy. Any covered employee who violates any provision of this policy will be subject to discipline up to and including discharge (subject to the terms of the collective bargaining agreement). Employees offered the opportunity to return to work following a violation of the drug and/or alcohol testing policy will be required to be evaluated by a substance abuse counselor. Continued employment and/or reinstatement will be conditional based on: cooperation with the counselor; successful participation in any prescribed counseling, treatment or aftercare, which may include follow-up drug and/or alcohol tests and other appropriate conditions; the Village's receipt of a release to return to work from the substance abuse counselor; and completion of a return to duty test with a negative test result.

Section 10. Confidentiality of Test Results

The results of drug and alcohol tests will be disclosed to the person tested, the Chief, the Deputy Chief, the designated representative of the Union, and such other officials as may be mutually agreed to by the parties. Such designations will be made on a need-to-know basis. Test results will not be disclosed externally except where the person tested consents. Any employee whose drug/alcohol screen is confirmed positive shall have an opportunity at the appropriate stage of the disciplinary process to refute said results.

Section 11. Insurance Coverage

The Village shall pay 100% of the EAP, but if further treatment is necessary, coverage or lack of coverage will be determined by the employee's individual health plan. The employee shall use his or her insurance to pay for treatment or rehabilitation under this provision. The Village shall pay the unreimbursed normal and customary costs up to a maximum of \$5,000.00.

CONDITION OF EMPLOYEE REPORT

Employee name: _____ Position _____

Supervisor name: _____ Position _____

Work Location _____

Time Started Work _____ Time Relieved of Duty _____

Location Relieved of Duty _____

OPERATION: (Check one description in each category)

BALANCE: Sure _____ Unsure _____ Questionable _____

Comments: _____

WALKING: Steady ___ Unsteady _____ Questionable _____

Comments: _____

SPEECH: Clear _____ Slurred _____ Questionable _____

Comments: _____

ATTITUDE: Cooperative _____ Uncooperative _____ Questionable _____

EYES: Clear _____ Bloodshot _____ Questionable _____

RESPONSES TO SUPERVISOR'S QUESTIONS TO EMPLOYEE:

Are you ill or injured: Yes _____ No _____ No Answer _____

Comments: _____

Explain the reason for your physical condition: _____

Are you under the influence of an illegal drug or controlled substance?

Yes _____ No _____ No Answer _____

If yes, which one(s)? (Specify type of drug) _____

Did you report to work under the influence of said drug(s)?

Yes _____ No _____ No Answer _____

When was the last time you consumed said drug(s)? _____

DESCRIBE REASON FOR REPORT:

List any witnesses present, and attach written statements

Report date: _____

Supervisor Signature _____ Date: _____

Witness Signature _____

DRUG AND ALCOHOL POLICY

It is the policy of the employer that its workplace be free from drugs and alcohol. Accordingly, the following rules and regulations are effective as of _____ :

Regulations

1. The unlawful manufacture, distribution, dispensing, possession or use of cannabis, controlled substances or alcohol by an employee while on the employer's premises or while performing work for the employer is prohibited.
2. The distribution, consumption or possession of alcohol by an employee while on the employer's premises or while performing work for the employer is prohibited.
3. Being under the influence of alcohol or any controlled substance while on the employer's premises or while performing work for the employer is prohibited.
4. As a condition of his or her employment, each employee shall:
 - a. Agree in writing to abide by the terms contained in this policy; and
 - b. Agree to notify the employer of any criminal drug stature conviction for a violation occurring on the employer's premises no later than five (5) days after such conviction.

Disciplinary and Other Employer Action

1. Violation of these prohibitions may result in disciplinary action, up to and including termination.
2. The employer shall take disciplinary action with respect to an employee convicted of a drug offense in the workplace within thirty (30) days after receiving notice of such a conviction. The employer shall notify the appropriate federal agency from which it receives grant monies of an employee conviction within ten (10) days after receiving notice of such a conviction.
3. The employer may also require an employee who violates any of these prohibitions to participate satisfactorily in a substance or alcohol abuse assistance or rehabilitation program.

Definitions

For the purposes of the above rules and regulations, the following definitions apply:

1. A “controlled substance” is one which is: 1) not legally obtainable; 2) being used in a manner different from that prescribed; or 3) legally obtainable but has not been legally obtained.¹

2. A “conviction” is defined as a finding of guilt (including a plea of no contest) or imposition of a sentence, or both, by any judicial body charged with the responsibility of determining violations of the federal or state criminal drug statutes.

APPENDIX "C"

LIGHT DUTY

Employees shall be eligible for a light duty assignment when they are unable to perform full duty responsibilities due to a job-related illness or injury, or a non-job-related illness or injury. The Chief, based on work availability, will make these assignments. When there is more than one person requesting light duty, a preference to job-related injuries over non-job-related illnesses will be given.

1. Job related illness, injury, or disability

Employees with a work-related illness or injury may be assigned to light duty when their personal physician and the Department's Occupational Health physician clear them for light duty. Light duty for job related illness or injury will be based on availability of work that the employee is able to perform and the reasonable expectation that the employee will be able to return to full duty within 6 months. Employees will be allowed time off for doctor visits and physical therapy appointments. Noncompliance with an assignment to light duty may cause benefits to stop or be delayed.

2. Non-job-related illness, injury, or disability

Persons with a non-duty related illness or injury will be eligible for light duty when their personal physician and the Department's Occupational Health physician clear them for light duty. Employees under the traditional sick plan must use all of their sick time for that year before being eligible for light duty. Employees under the accrual sick plan must use 96 hours of sick time before being eligible for light duty. If the employee does not have 96 hours of accrued sick time, the employee must exhaust all accrued sick time before being eligible for light duty. Light duty for non-job-related illness or injury will be based on availability of work that the employee is able to perform and the reasonable expectation that the employee will be able to return to full duty within 6 months. Time not worked due to doctor visits or physical therapy will be deducted from employee's salary.

3. Physical Requirements

Employees who are off due to an illness or injury, either work related, or non-work related, are required to have a Police Department Disability Report completed by their personal physician every 30-days and returned to the department. Employees off on disability or assigned to light duty must also visit the department's occupational physician every three months. The disability report will include any restrictions that are placed on the employee due to their illness or injury. Employees must be able to walk without assistance and must be able to drive an automobile before qualifying for any type of light duty. Light duty will be based upon a maximum of an 8-hour day, five days per week.

4. Restricted work duties

1. Work reception window
2. Desk Report Officer
3. Computer inputs and updates

5. Duration

No light duty will extend beyond 6 months. After 6 months, the employee must be reevaluated to determine if he/she will be able to return to full duty.

6. Hours of Work

Employees assigned to light duty shall report for work to the shift supervisor at 0800 and work until 1600 (lunch from 1200-1300). The work hours may be adjusted if there is more than one employee on light duty. Employees may be excused for doctor's appointments and/or physical therapy sessions if they return with proof of the appointment. While employees are assigned to the light duty 40-hour work week they may at some time need to schedule vacations and/or sick time. Employees shall continue to earn vacation and sick time per the collective bargaining agreement while on light duty.

7. Sick Time

Because the employee's sick time bank is kept in total hours earned, 8-hour days will be subtracted from the bank as they are used. Employees will still need to fill out sick day forms for accounting reasons.

APPENDIX "D"

DUES AUTHORIZATION FORM

**ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL
974 CLOCKTOWER DRIVE
SPRINGFIELD, ILLINOIS 62704**

I, _____, do hereby authorize my employer, Village of Bedford Park, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my Employer named hereinabove to deduct from wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.

Date: _____ Signature: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____

Employment Start Date: _____

Title: _____

-
Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704

(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction.

APPENDIX "E"

7(g) COMPENSATION

Effective June 2, 2015, the members of Bedford Park Police Lodge #121 covered by the Collective Bargaining Agreement between the Village of Bedford Park and the Illinois FOP Labor Council, wish to enter into an Agreement covered herein. This Agreement shall allow for voluntary participation as provided for in the Fair Labor Standards Act (FLSA) Section 7(g), when an employee volunteers to work an assigned and approved, non-law enforcement, off-duty assignment in the areas of: radio communications, building maintenance, vehicle maintenance, crime prevention, or operation of a patrol vehicle in a parade, funeral, or any other non-law enforcement activity mutually agreed upon by the parties.

As a result of this Agreement, the parties agree to the following modifications to the Collective Bargaining Agreement. These modifications shall remain in effect so long as 7(g) compensation is offered by the Employer or may otherwise be changed by mutual agreement. The parties agree as follows:

1. The hours and duties offered as 7(g) compensation shall not reduce hours or duties from fulltime members of Bedford Park Telecommunicator Collective Bargaining Unit without first being offered to such full-time employees as overtime.

2. Employees working such 7 (g) duties shall be compensated at the following rate:

Hourly Rate: \$20.00

Overtime Rate: \$30.00

Recognized Holiday Rate: \$40.00

(Overtime shall be calculated and awarded to volunteers who choose to participate as prescribed in Article 8 - Hours and Overtime in the parties' current Collective Bargaining Agreement.)

3. Employees working such duties shall receive all training and certification required for the specific position, and they shall be compensated at their normal rate of pay while receiving such training and certification.

4. In any instance where an employee receives discipline while working a 7(g) detail, the discipline shall only limit their ability to work the 7(g) detail, and shall not adversely affect their normal duties.

5. All hours worked as a 7 (g) detail shall count as hours worked for applicable tax, pension, and withholding purposes. Employees working such details shall be covered under Worker's Compensation benefits. The Employer agrees to indemnify employees according to Section 22.2 in the parties' current CBA.

6. Employees working a 7(g) detail shall not count as manpower toward normal staffing levels.

7. Employees working a 7(g) detail shall not be able to utilize any accrued benefit time including sick time, as this detail is strictly an off-duty overtime assignment.

