

AGREEMENT

Between

VILLAGE OF FLOSSMOOR, ILLINOIS

and

**FLOSSMOOR POLICE OFFICERS
FRATERNAL ORDER OF POLICE LABOR
COUNCIL**

MAY 1, 2023 through APRIL 30, 2026

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AGREEMENT

Between

**VILLAGE OF FLOSSMOOR, ILLINOIS And
FLOSSMOOR FRATERNAL ORDER OF POLICE
POLICE OFFICERS FOP LABOR COUNCIL**

MAY 1, 2023 through APRIL 30, 2026

PREAMBLE

THIS AGREEMENT entered into by the VILLAGE OF FLOSSMOOR, ILLINOIS (hereinafter referred to as the "Village" or the "Employer") and the FRATERNAL ORDER OF POLICE LABOR COUNCIL (hereinafter referred to as the "Council"), has as its basic purpose the promotion of harmonious relations between the Employer and the Council; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of an entire agreement covering all rates of pay, hours of work and conditions of employment applicable to bargaining unit employees.

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

**ARTICLE I
RECOGNITION**

Section 1.1. Recognition.

Consistent with the Act and in accord with the certification by the State of Illinois State Labor Relations Board in Case No. S-VR-45, The Village recognized the Council as the sole and exclusive collective bargaining representative of all of the employees in the unit set forth below, found to be appropriate for the purposes of collective bargaining.

Included: All full-time sworn police officers.

Excluded: All sworn peace officers of the rank of sergeant and above, and all supervisory, managerial and confidential employees as defined by the Act and all other employees of the Village of Flossmoor.

Section 1.2. Seniority.

Seniority for the purpose of this Agreement shall be defined as a police officer's length of continuous full time service with the Village since the officer's last date of hire. Seniority shall not include periods of unpaid leave time which are in excess of five (5) days.

Section 1.3. Probationary Period.

The probationary period shall be twelve (12) months in duration. This period may be extended 12 months to allow the probationary officer to complete Paramedic/EMT-B training and obtain certification from the State of Illinois, or for other good and sufficient reason. Time absent from duty or not served for any reason shall not apply toward satisfaction of the probationary period. During the probationary period, an officer is entitled to all rights, privileges or benefits under this Agreement, except that the Village may suspend or discharge a probationary officer without cause and such officer shall have no recourse to the grievance procedure or any other forum to contest such a suspension or discharge.

Section 1.4. Fair Representation.

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

Section 1.5. Gender.

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

Section 1.6. Non-Discrimination.

Neither the Village nor the Council shall discriminate against any employee covered by this agreement in a manner contrary to state or federal law. The parties agree that the employer may, notwithstanding any other provisions of this agreement, take action that is in accord with what is legally necessary under the act in order to be in compliance with the Americans with Disabilities Act. Violations of Section 1.6 shall be subject to the grievance procedure up to step 4, but not arbitration.

Section 1.7 Residency

All officers shall reside within thirty (30) miles of the Village Hall.

**ARTICLE II
COUNCIL SECURITY AND RIGHTS**

Section 2.1. Dues Check-off.

While this Agreement is in effect, the Village will deduct from each employee's paycheck once each pay period the uniform, regular monthly Labor Council dues for each employee in the bargaining unit who has filed with the Village a voluntary, effective check-off authorization in the form set forth in Appendix "A" of this Agreement. If a conflict exists between that form and this Article, the terms of this Article and Agreement

control. A Labor Council member desiring to revoke the dues check-off 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, in each year during the life of the contract. The actual dues amount deducted, as determined by the Labor Council, shall be uniform in nature for each employee in order to ease the Employer's burden of administering this provision. The amounts deducted shall be transmitted to the Illinois Fraternal Order of Police Labor Council's office at an address provided by the Labor Council.

If the Employee has no earnings due for that period, the Labor Council shall be responsible for collection of dues. The Labor Council agrees to refund to the employee any amounts paid to the Labor Council in error on account of this dues deduction provision. The Labor Council may change the fixed uniform dollar amount which will be considered the regular monthly fees once each year during the life of this Agreement. The Labor Council will give the Village thirty (30) days' notice of any such change in the amount of uniform dues to be deducted.

Section 2.2. Religion Exemption. Employees who are members of a church or religious body having a bona fide religious tenet or teaching shall pay an amount equal to their Union dues to a non-religious charitable organization mutually agreed upon by the employee and the FOP Labor Council. If the affected employee and the FOP Labor Council are unable to reach agreement on the organization, the organization shall be selected by the affected employee from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

Section 2.3. Indemnification.

The Labor Council shall indemnify and hold harmless the Village, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Village for the purpose of complying with the provisions of this Article, or in reliance on any written check-off authorization furnished under any of such provisions. If an improper deduction is made, the Labor Council shall refund directly to the employee any such amount and shall so notify the Village at least five (5) days prior to the issuance of the next payroll check.

Section 2.4. Lodge & Council Use of Bulletin Boards.

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

**ARTICLE III
LABOR-MANAGEMENT MEETINGS**

Section 3.1. Meeting Request.

The Council and the Employer agree that in the interest of efficient management and harmonious employee relations, that meetings be held if mutually agreed between

Council representatives or local steward and responsible administrative representatives of the Employer. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "labor-management meeting" and expressly providing the agenda for such meeting. Such meetings and locations, if mutually agreed upon, shall be limited to:

- (a) discussion on the implementation and general administration of this Agreement;
- (b) a sharing of general information of interest to the parties; and
- (c) notifying the Council of changes in conditions of employment contemplated by the Employer which may affect employees.

Section 3.2. Content.

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

Section 3.3 Attendance.

Attendance at labor-management meetings shall be voluntary on the employee's part, and attendance during such meetings shall not be considered time worked for compensation purposes. Normally, three (3) persons from each side shall attend these meetings, schedules permitting. Attendance at such meetings shall not interfere with required duty time, and attendance, if during duty time, is permitted only upon prior approval of the Chief or Chief's designee and if approved shall not result in the docking of pay.

**ARTICLE IV
MANAGEMENT RIGHTS**

Except as specifically limited by the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine all the operations and services of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work

and productivity standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; and to carry out the mission of the Village provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE V SUBCONTRACTING

It is the general policy of the Village to continue to utilize its employees to perform work they are qualified to perform. However, the Village reserves the right to contract out any work it deems necessary in the exercise of its best judgment and consistent with the Village's lawful authority under Illinois statutes, provided such subcontracting does not result in the layoff or reduction of force of any bargaining unit members.

ARTICLE VI HOURS OF WORK AND OVERTIME

Section 6.1. Application of Article.

This Article is intended only as a basis for calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.

Section 6.2. Normal Workweek and Workday.

Except as provided elsewhere in this Agreement, the normal workweek (Sunday through Saturday) shall consist of forty (40) hours per Departmental calendar week. Each officer shall be permitted to suspend patrol or other assigned activity for the purpose of having meals during their tours of duty up to thirty (30) minutes each day, work permitting.

Section 6.3. Changes in Normal Workweek and Workday.

The shifts, workdays and hours to which employees are assigned shall be stated on the regular Departmental work schedule. Should it be necessary in the interest of efficient operations to establish schedules departing from the normal workday or workweek, or to establish special schedules for shift employees, the Village will give at least seventy-two (72) hours written notice, where practicable, of such change to the individuals affected by such change. Prior to providing such notice, reasonable efforts will be made to seek agreeable changes to individual work schedules.

The parties agree that the language in Sections 6.4, 6.10, 19.4 and 19.7 of the contractual provisions have been changed but only to simplify existing language that is confusing or unnecessary. The parties intend no change to the current practice or interpretation of the provisions and characterize these changes as "housekeeping" matters, including revising typographical errors.

Section 6.4. Overtime Pay.

When any police officer is held over more than thirty (30) minutes beyond his regularly scheduled workday or duty shifts, he shall be paid at a rate of one and one-half (1-1/2) times the officer's regular rate of pay for each overtime hour worked beyond his regular scheduled workday, plus the added thirty (30) minutes, with such pay received in thirty (30) minute segments. Overtime may be approved or authorized by the employee's immediate supervisor or his designee.

(For sake of clarity, if an officer works thirty (30) minutes or less beyond his regular workday, he receives no overtime pay (i.e., pay at a rate of one and one-half times the officer's regular rate of pay); if an officer works between thirty-one (31) minutes up to sixty (60) minutes beyond his regular workday, he receives overtime pay for sixty (60) minutes regardless the minutes actually worked; if an officer works between sixty-one (61) minutes up to ninety (90) minutes beyond his regular workday, he receives overtime pay for ninety (90) minutes regardless the minutes actually worked; and so on.)

Section 6.5. Compensatory Time

Compensatory time is time off in lieu of overtime payment which is one and one-half (1-1/2) times the hours actually worked. An employee shall have the right to accumulate up to two hundred forty (240) hours of compensatory time at the employee's option. Compensatory time in excess of two hundred forty (240) hours may be accumulated where it is determined to be in the best interests of the Village and mutually agreed by the Village and the affected employee. In such situations, compensatory time shall be granted at such times and in such time blocks as are mutually agreed upon between the involved employee and his supervisor; permission to utilize compensatory time off shall not be unreasonably denied by the supervisor if operating requirements will not be adversely affected. The Village may buy back all but ninety-six (96) hours of compensatory time in the first pay period of April in each calendar year.

Section 6.6. Court Time.

Employees who would otherwise be off-duty shall be paid at the overtime rate of one and one-half (1-1/2) times their regular straight-time hourly rate of pay for all hours worked when appearing in court on behalf of the Village in the capacity of a commissioned officer or when preparing for an off-duty court appearance when in the presence of a prosecuting attorney; off-duty lunch periods shall not be counted toward hours worked. Employees will be paid overtime rates for a minimum of two (2) hours for all off-duty court time or actual time spent, whichever is greater.

Section 6.7. Call-Back Pay.

An employee called back to work after having left work shall receive a minimum of two (2) hours pay or the actual hours worked, whichever is greater, at overtime rates, as provided in Section 6.4 above, unless the time extends to his regular work shift or unless the individual is called back to rectify his own error.

Section 6.8. Required Overtime.

The Chief of Police or his designee(s) shall have the right to require overtime work and officers may not refuse overtime assignments.

In non-emergency situations, the Chief of Police or his designee(s) will take reasonable steps to assign overtime on a voluntary basis.

Overtime for shift coverage will be offered as follows:

Overtime shift coverage will be offered on a revolving list basis. The overtime eligibility list will be composed of all officers covered under the FOP contract listed in order by seniority excluding officers assigned to a full time specialty position e.g. (detective). The first shift coverage overtime available after the list is enacted will be offered to the most senior officer on the list. If he accepts the overtime the eligibility list will be updated with the word worked and the date in the box next to that officer's name. The next available overtime is offered to the next officer on the eligibility list. If an officer declines overtime *or* does not answer the phone call for overtime *and* does not call back within the grace period (explained below) he will not be offered overtime again until everyone on the list has been called.

There will be a 30 minute grace period to return a call for overtime. If overtime is offered the first call will be made to the next eligible officer on the list. If contact is not made or the officer declines the overtime the next officer on the list will be called without delay and this will continue until someone agrees to work the overtime. The person who agrees to work the overtime will be on standby for the next 30 minutes. If an eligible officer who is higher on the list for that overtime shift returns a call within the 30 minute grace period he will be granted the overtime. After the 30 minute grace period expires the overtime will be filled by the highest eligible officer* who agreed to work the overtime. Once it is determined who will work the overtime the eligibility list will be updated with a check mark in the box next to the officers names that either did not answer and did not call back or declined and the box next to the officer's name who worked the overtime will be filled with the word "Worked" and the date. The 30 minute grace period does not apply to overtime that must be worked within 2 hours. Any overtime that must be worked within 2 hours will be awarded to the first officer to accept the overtime.

If an officer is passed for overtime because he is on straight time for the scheduled overtime shift the box next to that officers name will be left blank and he will be the first officer contacted for the next scheduled overtime shift.

If an officer is on sick leave, vacation, compensatory leave, a personal day, or a floating holiday for the shift in which overtime is available, that officer is ineligible for the overtime assignment, except under exigent circumstances. In this case a check mark will be placed in the box next to the officer's name. That officer would not be offered shift coverage overtime again until the list made a full cycle.

All shift coverage overtime will be filled using the overtime eligibility list. We will no longer make a separation between overtime offered within 72 hours or after. In the event everyone on the list is called and no one agrees to work the overtime the overtime will be offered to officer's assigned to full time specialty units by seniority. If no officer assigned to a fulltime specialty unit agrees to work the overtime the overtime will be assigned to officers on the shift prior to the overtime shift, based on reverse seniority.

*highest eligible officers is relative to the list. If the number 10 officer is next on the list to be called for overtime but he does not answer the telephone and calls are made until the number 1 officer is called the number 10 officer would be granted the overtime shift over the number 1 officer if he called back within the 30 minute grace period.

(For sake of clarity, if the "responsible supervisor" does not act reasonably, the contract is violated and his/her actions may be the subject of a grievance.)

Section 6.9. No Pyramiding.

Compensation shall not be paid (or compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

Section 6.10. Outside Employment.

Employment by a unit of local government or hospital, as a security person, shall not be considered as a "private guard" for purposes of the Police Department Rules and shall be permitted when such unit of local government or hospital signs an indemnification agreement provided by the Village.

ARTICLE VII GRIEVANCE PROCEDURE

Section 7.1. Definition.

A "grievance" is defined as a dispute or difference of opinion raised by an employee or the Council against the Village involving an alleged violation of an express provision of this Agreement except that any dispute or difference of opinion concerning a matter or issue subject to the jurisdiction of the Flossmoor Police and Fire Commission, shall not be subject to the arbitration provisions of this Agreement, except as provided in Section 7.6.

Section 7.2. Procedure.

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

- Step 1: Any employee and/or Council Representative who has a grievance shall submit the grievance in writing, on the form attached as Appendix "C", to the employee's immediate supervisor or such person's designee, who shall be a supervisor not included in the bargaining unit, specifically stating that the matter is a grievance under this Agreement. The grievance shall contain a 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 five (5) business days from the date of the occurrence of the matter giving rise to the grievance or within five (5) 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 immediate supervisor shall render a written response to the grievant within five (5) business days after the grievance is presented.
- Step 2: If the grievance is not settled at Step 1 and the employee, or the Council, if a Council grievance, wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the appropriate Deputy Chief or next higher in command if the Deputy Chief is unavailable within five (5) business days of receipt of the Village's response in Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Deputy Chief shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within five (5) business days with the grievant and an authorized Council representative or local steward, if one is requested by the employee, at a time mutually agreeable to the parties. The Deputy Chief or designee shall provide a written answer to the grievant, or to the Council if a Council grievance, within five (5) business days following their meeting. A courtesy copy of any Non-Council grievance appealed to this step shall be provided to the Council upon receipt. A courtesy copy of the Deputy Chief's response shall be provided to the Council.
- Step 3: If the grievance is not settled at Step 2 and the employee, or the Council if a Council grievance, wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted within five (5) business days of receipt of the Village's response in Step 2 in writing designated as a grievance to the Police Chief. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Police Chief or his designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within five (5) business days with the grievant and an authorized Council representative or local steward if one is requested by the employee at a time mutually agreeable to the parties. The Police Chief or designee shall provide a written answer to the

grievant, or to the Council if a Council grievance, within five (5) business days following their meeting. A courtesy copy of the Chief's response shall be provided to the Council.

Step 4: If the grievance is not settled at Step 3 and the Council desires to appeal, it shall be referred by the Council in writing to the Village Manager within five (5) business days after receipt of the Village's answer in Step 3). Thereafter, the Village Manager or his designee and the Police Chief or other appropriate individual(s) as desired by the Village Manager, shall meet with the grievant, the Steward involved and an outside, non-employee representative of the Council if desired by the employee within five (5) business days of receipt of the Council's appeal, if at all possible. The Village Manager or designee shall submit a written answer to the Council within five (5) business days following the meeting.

Section 7.3. Arbitration.

If the grievance is not settled in Step 4 and the Council wishes to appeal the Grievance from Step 4 of the grievance procedure, the Council 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 Council at Step 4:

(a) 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 of the American Arbitration Association to submit a panel of five (5) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Village and the Council shall have the right to strike two names from the panel. The party requesting arbitration shall strike the first two names; the other party shall then strike two (2) names. The person remaining shall be the arbitrator.

(b) 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 Council and Village representatives.

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

(d) 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.

- (e) More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
- (f) 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 Council; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 7.4. 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 and to issue an appropriate award, if any. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at Step 2. 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 7.4 shall be final and binding upon the Village, the Council and the employees covered by this Agreement.

Section 7.5. Time Limit for Filing.

No grievance shall be entertained or processed unless it is submitted at Step 1 within five (5) business days after the occurrence of the event giving rise to the grievance or within five (5) 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 Council within the time limits set forth above, it shall be considered "waived" and may not be further pursued by the employee or the Council. 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 Council may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

Section 7.6. Employee Rights.

The Uniform Peace Officers Disciplinary Act, 50 ILCS 725/1 *et seq.*, shall be incorporated herein as in Appendix "D", except as modified by this Section 7.6.

In addition, an officer shall have the right to have a Council Representative present during any meeting with a supervisor provided that the officer requests a Council Representative, and further provided that the officer reasonably believes that disciplinary action is being contemplated. Such meeting shall be reasonably delayed if a Council Representative is not immediately available. The right to have a Council Representative present shall not apply to informal discussions intended solely to ascertain relevant facts when discipline is not contemplated.

Employees shall have all rights as set forth in 65 ILCS 5/10-2.1-17, to have their discipline cases reviewed by the Board of Fire and Police Commissioners. Employees shall have the alternative right to file grievances on their discipline cases, commencing at Step 3. The grievance procedure and the hearing process by the Board of Fire and Police Commissioners are mutually exclusive and no relief shall be available under the grievance procedure for any action heard before the Board of Fire and Police Commissioners. The filing of a discipline election form is mandatory. Furthermore, the filing of a grievance involving employee discipline shall act as a specific waiver by the Council and the employee involved of the right to challenge the same matter before the Board of Fire and Police Commissioners. In addition, employees initially seeking review by the Board of Fire and Police Commissioners may not subsequently elect to file a grievance.

Discipline charges shall be filed with the Board of Fire and Police Commissioners and copies shall be sent to the Council.

A hearing before the Board of Fire and Police Commissioners, if any, shall be conducted under the applicable rules and regulations of the Commission and the applicable statute.

A hearing before an arbitrator selected under the procedures of this collective bargaining agreement shall be conducted in the same manner as an arbitration proceeding provided by this collective bargaining agreement.

ARTICLE VIII NO STRIKE - NO LOCKOUT

Section 8.1. No Strike.

Neither the Council 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, concerted mass resignations, mass absenteeism, picketing or any other intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing. Any 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 Council 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 Council agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 8.2. 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 Council.

Section 8.3. Penalty.

The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 8.1 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 8.4. Judicial Restraint.

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

**ARTICLE IX
HOLIDAYS**

Section 9.1. Floating Holidays.

Employees shall receive at the start of each fiscal year, thirteen (13) floating holidays per year (a total of one hundred four (104) hours for employees whose regularly scheduled shift is eight hours; one hundred ten and one half (110 ½) hours for employees whose regularly scheduled shift is eight and one half hours). Floating holidays must be scheduled to meet shift requirements and shall not be scheduled so as to require other officers to work overtime. Employees shall request approval of a floating holiday from their supervisor, with consent of the Chief or his designee in advance of such requested day, and such requests shall not be unreasonably denied.

**ARTICLE X
LAYOFF AND RECALL**

Section 10.1. 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 it exists on April 1996.

Except in an emergency, no layoff will occur without at least five (5) calendar days notification to the Council. The Village agrees to consult the Council, upon request, and afford the Council an opportunity to propose alternatives to the layoff, though such consultation shall not be used to delay the layoff.

Section 10.2. Recall.

Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled in the reverse 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 thirty (30) 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 Council, provided that the employee must notify the Police Chief or his designee of his intention to return to work within fourteen (14) 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 XI
VACATIONS**

Section 11.1. Eligibility and Allowances.

Every employee shall be eligible for paid vacation time after the completion of their probationary period with the Employer. Employees shall start to earn vacation allowance as of their date of hire. Vacation allowances shall be earned monthly, based on the following schedule:

<u>Length of Continuous Service</u>	<u>Working Hours Vacation Per Year</u>
After 1 year	80
After 5 years	120
After 10 years	120 hours plus 8 additional hours for each year of service completed after the 10 th year to a maximum of 200 hours annually.

Employees shall earn vacation allowance for any month in which they receive compensation for more than one hundred twenty (120) hours of work. The application of

the above vacation schedule shall not reduce a bargaining unit members current vacation accrual amounts.

Section 11.2. Vacation Pay.

The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job classification on the pay day immediately preceding the employee's vacation.

Section 11.3. Scheduling.

Bargaining Unit Employees shall be awarded vacation time by the Village in accordance with Village service needs and the employee's seniority. Sixty (60) days prior to the start of each fiscal year, March 1st, the Village will post a vacation schedule indicating those times when employees will be able to select first round vacation preferences. During the sixty (60) day posting period, seniority shall control within the shift if more employees desire a vacation period than the Village will allow off on vacation. The most senior employee shall select one increment of vacation time, or pass, first followed by the next senior employee and so forth until all employees have selected or passed on the first increment. The same process shall be followed for the second increment and the third increment. After the beginning of the fiscal year, May 1st, vacations shall be selected on a first requested, first received basis, subject to the scheduling needs which are paramount. Employees will be required to take vacation days within one (1) year from the dates they are accrued, except upon written approval of the Village Manager. Vacations shall be taken in minimum increments of four (4) working days, though shorter periods may be taken upon specific written approval of the Chief of Police, provided that such shorter periods do not incur overtime.

Section 11.4. Emergencies.

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

Section 11.5. Personal Days

Employees shall receive 8.5 personal hours per year, to be taken in increments of no less than one (1) hour.

ARTICLE XII SICK LEAVE

Section 12.1. Purpose.

Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employee for them to work while sick. To the extent permitted by law, sick employees are expected to remain at home unless hospitalized, visiting their doctor or licensed health care provider, acting pursuant to reasonable instructions for care or caring for a sick member of the immediate family. Unfortunately, sick leave abuse sometimes occurs. The parties agree that sick leave abuse is a very serious offense, and the parties further agree that the Village shall ferret out sick leave abuse with the Council assisting in all ways possible as requested by the Village.

Section 12.2. Allowance.

Any employee contracting, or incurring any non-service connected sickness or disability, or if such sickness or disability occurs involving an individual in the employee's immediate family for whom the employee provides care (defined as the employee's legal spouse, children, step children, parents, parents of spouse or step-parents), the employee shall receive sick leave with pay.

Section 12.3. Days Earned in Accumulation.

Employees shall be allowed six (6) hours of sick leave for each month of service, to a maximum of one thousand forty (1,040) to protect the employee during extended illness. Sick leave shall be earned by an employee for any month in which the employee is compensated for the equivalent of more than eighty (80) hours of work, however, disability or sick leave shall not be considered the equivalent of hours of work. Sick leave cannot be taken before it is actually earned.

Section 12.4. Notification.

Notification of absence due to sickness shall be given to the Village as soon as possible on the first day of such absence and every day thereafter (unless this requirement is waived by the Chief), but no later than two (2) hours before the start of the employee's work shift unless it is shown that such notification was impossible. The notice required for an employee working the 8 a.m. to 4 p.m. shift shall be one (1) hour. Failure to properly report an illness may be considered as absence without pay and may subject the employee to discipline, as well.

Section 12.5. Medical Examination.

The Village may, at its discretion, require an employee to submit a physician's verification of illness for any illness immediately preceding or following a paid leave day (holiday, personal, vacation day, etc.) or when there exists cause to believe there may be sick leave abuse. If it is a family member who is sick, the Employer may require a licensed health care provider's verification of the illness. The Village shall advise the employee, within four (4) hours of the notice to the Village, that a licensed health care provider's verification will be required.

Section 12.6. Sick Leave Buy Back.

Employees shall be eligible to "cash in" unused sick days each year on the following basis:

Sick Days Used	Sick Days Available to "Cash in"
0	3
1	2
2	1
3 or more	0

Payments to employees of "cashed in" sick time will occur in the first pay period of December of each year. Employees may not utilize this option in their first year employment. No sick leave buy back is permitted from accumulated sick leave.

**ARTICLE XIII
ADDITIONAL LEAVES OF ABSENCE**

Section 13.1. Discretionary Leaves.

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

Section 13.2. Application for Leave

Any request for a leave of absence shall be submitted in writing by the employee to the Police Chief or his designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by his immediate supervisor and it shall be in writing.

Section 13.3. Military Leave.

Military leave and benefits shall be granted in accordance with applicable law.

Section 13.4. Jury Leave.

Employees covered by this Agreement who are required to serve on a jury shall sign their jury duty checks over to the Village. The Village shall compensate such employees, at their regular rate of pay, for each hour actually spent on jury duty up to the amount of hours based upon the officer's regular shift schedule per day.

Section 13.5. Bereavement Leave.

In the event of death in the immediate family (defined as the employee's legal spouse, children, step-children, parents, parents of spouse, step-parents, brothers, sisters, brothers in-law, grandparents, grandparents-in-law, stepbrothers, stepsisters, grandchildren and sisters-in-law and significant other), an employee shall be granted up to three (3) scheduled work days as funeral leave if the employee attends the funeral. One scheduled work-day will be granted in the event of the death of an aunt or uncle, if the employee attends the funeral. Leave beyond such three (3) days may, upon approval of the Police Chief or his designee, be taken if charged to the employee's sick leave accrual account or taken as part of accrued time off if the employee has accrued time coming, at the employee's option.

In accordance with the Family Bereavement Leave Act, 820 ILCS 154/1, eligible employees shall be entitled to a total of ten (10) workdays of unpaid bereavement leave to (1) attend the funeral or alternative to a funeral of a covered family member; (2) make arrangements necessitated by the death of the covered family member; (3) grieve the death of the covered family member or (4) be absent from work due to (i) a miscarriage; (ii) an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure; (iii) a failed adoption match or an adoption that is not finalized because it is contested by another party; (iv) a failed pregnancy or fertility; or (v) a stillbirth. Any paid leave from the above paragraph will run concurrently with unpaid leave under this provision. Such leave must be completed within sixty (60) days after the date on which the employee receives notice of the death of the family member or within sixty (60) days after the occurrence of one of the events listed above. In the event of the death of more than one family member in a 12-month period, and/or an employee experience(s) one of the events listed above, an eligible employee is entitled to up to six (6) weeks of unpaid family bereavement leave during that twelve (12) month period.

Section 13.6. Leave for Illness or Injury.

(a) In the event an employee is unable to work by reason of illness, or injury (including those compensable under workers' compensation), the Village may grant a leave of absence without pay during which time seniority shall not accrue

for so long, as the employee is unable to work, except that for a work-related injury compensable under workers' compensation, an employee shall accrue seniority for the first twelve (12) months of leave.

(b) To qualify for such leave, the employee must report the illness or injury as soon as the illness or injury is known, and thereafter furnish to the Police Chief or his designee a licensed health care provider's written statement showing the nature of the illness or injury and the estimated length of time that the employee will be unable to report for work, together with a written application for such leave. Thereafter, during such leave, the employee shall furnish a current report from the attending licensed health care provider at the end of every forty-five (45) day interval, unless such is waived in writing by the Village.

(c) Before returning from leave of absence for injury or illness, or during such leave, the employee at the discretion of the Village may be required to have a physical examination by a doctor designated by the Village to determine the employee's capacity to perform work assigned. A leave of absence for illness or non-job-related injury will under no circumstances be granted until an employee's entire accrued sick leave is first reduced to twelve (12) days.

Section 13.7. Benefits While on Leave.

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

(b) If, upon the expiration of a leave of absence, there is no work available for the employee or if the employee could have been laid off according to his seniority except for his leave, he shall go directly on layoff.

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

Section 13.8. Employment Elsewhere.

Except in an exceptional case and under conditions determined by the Village a leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment.

Employees who engage in employment elsewhere during such leave without specific written approval of the Village may immediately be terminated by the Village.

Section 13.9. Family Medical Leave.

The Village agrees to comply with the Family Medical Leave Act of 1993 and the rules and regulations issued in conjunction therewith. The parties agree that the Employer may adopt policies to implement the Family Medical Leave Act of 1993 and the rules and regulations that are in accord with what is legally permissible under the Act.

**ARTICLE XIV
TUITION REFUND PROGRAM**

Section 14.1. Tuition Reimbursement Program.

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

Section 14.2. Payment.

The Village shall, upon receiving a payment receipt consistent with the requirements of Section 14.1, reimburse the employee one hundred percent (100%) contingent upon a grade of "C" or above. There shall be no reimbursement for grades below "C" nor any other educational incentive pay.

Section 14.3. Courses During Working Hours.

The Village Manager may, in his discretion, grant an employee time off from work to attend a school course during working hours. A request for time off must be in writing, and will not be considered unless it is shown that it is necessary to take the course during regular working hours and that the time off will not cause a manpower shortage or detract from the employee's work.

**ARTICLE XV
WAGES**

Section 15.1. Wage Schedule.

Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix "B". The attached wage schedule shall be considered part of this Agreement.

Section 15.2. Merit Pay.

In addition to its annual wage and benefit determination, the Village may award merit pay increases to employees as the Village determines appropriate.

Section 15.3. Shift Leader Compensation.

Effective May 1, 2023: \$128.98 per pay period added to the base salary.

Section 15.4. Detective Compensation.

Effective May 1, 2023: \$128.98 per pay period added to the base salary.

Section 15.5. Acting Shift Leader Compensation.

Effective May 1, 2023: When an officer is assigned as Acting Shift Leader, and he is not a Shift Leader or Detective, he shall receive a minimum stipend of \$60.16 a month, added to the base salary for pension and overtime purposes after twelve months, with an additional payment of \$30.07 per day for each such duty for four (4) or more hours in that day, when there are more than two (2) such occurrences in a one month period, which additional sum is not included for pension and overtime purposes. Further, for employees who occasionally work as Acting Shift Leaders the amount of \$30.07 per day for each such duty for four (4) or more hours in that day shall apply.

Section 15.6 Field Training Officer.

An officer assigned and serving as a Field Training Officer shall be paid one (1) hour of additional pay for each day while actively training.

Section 15.7 Training Classes.

Officers assigned to attend training classes by the Chief of Police shall receive a regular work day's pay for all training classes of six (6) hours or more.

The parties agree to change Sections 11.1, 11.5 and 12.3 of the contractual provisions to convert "days" into "hours", in addition to similar changes to floating holidays. The Union has agreed to these changes only because the employees are on and remain on an eight (8) hour shift and the Union retains the right to bargain

replacement provisions should the Employer ever announce any interest in changing the length of a shift (e.g., from eight hours to twelve hours).

ARTICLE XVI UNIFORM ALLOWANCE

Employees who are required to wear and regularly and continuously maintain prescribed items of uniform clothing and personal equipment shall receive one thousand five hundred dollars (\$1,500.00) during the first week of employment to purchase such clothing and equipment. Payment of such amount shall be made to the supplier upon submission of invoices for approved purchase requisitions. Clothing and equipment shall be purchased from a reputable clothier selected by the Village. Employees shall be required to clean and maintain such items properly. Annually thereafter, such employees shall receive an annual uniform maintenance allowance not to exceed seven hundred dollars (\$700.00). Detectives shall receive a check for seven hundred (\$700.00) each May 1st, and an additional one hundred dollars (\$100.00) uniform maintenance allowance as provided above. Payment of such annual allowance shall be made to the supplier upon submission of invoices for approved purchase requisitions except that detectives shall receive a direct check for the uniform maintenance allowance. Purchases may include a flashlight, batteries, attache case and clipboard according to specifications established by the department. All officers shall receive quarterly notices of their remaining balances.

ARTICLE XVII INSURANCE

Section 17.1. Coverage.

The Village shall continue to try to make available to non-retired employees and their dependents substantially similar group health and hospitalization insurance and life insurance coverage and benefits as existed prior to the signing of this Agreement. The Village will comply with state law with respect to health insurance coverage for retirees, disabled employees and their dependents. The retiree or disabled employee shall be responsible for the payment of the premiums associated with such coverage. Arrangements for payment of premiums to the Village should be made with the Village Manager or designee. The Village reserves the right to change insurance carriers or benefit levels or to self-insure as it deems appropriate.

The Village will use its best efforts to try to insure that employee benefits are substantially similar to those which predated this Agreement, but because the Village is a member of an insurance pool it cannot guarantee such benefits.

Section 17.2. Cost.

The Village will continue to pay 80% of the cost of the premiums for full-time employees' individual coverage and 80% of the cost of the premiums for full-time employees' dependent group health and hospitalization coverage during this agreement.

Section 17.3. Cost Containment.

The Village reserves the right to institute cost containment measures relative to insurance coverage, and will use its best efforts to try to insure that the basic level of insurance benefits will remain substantially the same. Such changes may include, but are not limited to; mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 17.4. Life Insurance.

The Village shall continue to provide to all full-time employees covered by the Agreement, at no cost to the employee, life insurance coverage in the amount of \$25,000. Full-time employees covered by this agreement shall have an option to acquire an additional \$25,000 worth of coverage at their own expense.

**ARTICLE XVIII
EMPLOYEE FITNESS**

In order to maintain and improve efficiency in the Police Department, to protect the public and to reduce insurance costs and risks, the Village has established a physical fitness program, which includes individualized goals. While employees may be required to participate in such program, no employee will be disciplined for failure to meet any goals that may be established as long as the employee makes a good faith effort to meet such goals. Employees are required to perform aerobic exercises which are designed to achieve and maintain a good level of fitness. Statistics compiled by the Institute for Aerobic Research, Dallas, Texas are currently being used to establish fitness goals and to measure progress toward meeting and maintaining those goals.

Employees will be allowed three hours per week, time permitting, of duty time for exercise in the workout room on equipment provided by the Village. The Village maintains the right to terminate this program at any time at its sole discretion. Prior to any termination of this program the Village shall meet with the Council representative to discuss such termination.

**ARTICLE XIX
EMPLOYEE ALCOHOL AND DRUG TESTING**

Section 19.1. Statement of Policy.

It is the policy of the Village of Flossmoor that the public has the absolute right to expect that persons employed by the Village in its Police Department will be free from the effects of drugs and alcohol. The Village, as the employer, has the right to expect its employees to report for work fit and able for duty and to set a positive example for the

community. The purposes of this policy shall be achieved in such manner as not to violate any established constitutional rights of the officers of the Police Department.

Section 19.2. Prohibitions.

Officers shall be prohibited from:

- (a) Consuming or possessing alcohol at any time during or just prior to the beginning of the work day;
- (b) Possession, using, selling, purchasing or delivering any illegal drug at any time and at any place except as may be necessary in the performance of duty;
- (c) Failing to report to the employee's supervisor any known adverse side effects of medication or prescription drugs which the employee may be taking.
- (d) Being on duty with a blood alcohol concentration of greater than .001.

Section 19.3. Drug and Alcohol Testing Permitted.

Where the Village has reasonable suspicion to believe that: (a) an officer is being affected by the use of alcohol; or (b) has abused proscribed drugs; (c) has used illegal drugs; or (d) involved in a mandatory testing incident, the Village shall have the right to require the officer to submit to alcohol or drug testing as set forth in this Agreement. The Village may also require an officer to randomly submit to alcohol or drug testing where the employee is voluntarily assigned to a departmental drug enforcement group for a period of at least thirty (30) days and where such officer's duties are primarily related to drug enforcement. The foregoing shall not limit the right of the Village to conduct any tests it may deem appropriate for persons seeking employment as police officers prior to their date of hire, or upon promotion to another position within the Department.

Mandatory testing incident means an incident where a person is killed or seriously injured while the officer is on duty:

- (a) as a result of the discharge of a firearm by a police officer, or
- (b) as a result of the application of physical force by a police officer, or
- (c) while detained by a police officer, or while in police custody, or
- (d) in the circumstances involving a motor vehicle.

Section 19.4. Order To Submit To Testing.

- (a) Within forty-eight (48) hours of the time the officer is ordered to testing authorized by this Agreement, the Village shall provide the officer with a

written notice setting forth the facts and inferences which form the basis of the order to test. Refusal to submit to such test may subject the employee to discipline, but the officers' taking of the test shall not be construed as a waiver of any objection or rights that he or she may possess.

- (b) Pursuant to 50 ILCS 727/1-25, when an officer discharges his or her firearm, causing injury or death to a person or persons, during the performance of his or her official duties or in the line of duty, such officer must submit to drug and alcohol testing. The drug and alcohol testing must be completed as soon as practicable after the officer involved shooting but no later than the end of the involved officer's shift or tour of duty, if possible.

Section 19.5. Test To Be Conducted.

In conducting the testing authorized by this Agreement, the Village shall:

- (a) Use only a clinical laboratory or hospital facility which is certified by the State of Illinois to perform drug and/or alcohol testing.
- (b) Establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result.
- (c) Collect a sufficient sample of the same bodily fluid or material from an officer to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside reserved for later testing if requested by the officer.
- (d) Collect samples in such a manner as to preserve the individual officer's right to Privacy while insuring a high degree of security for the sample and its freedom from adulteration. Officers shall not be witnessed by anyone while submitting a sample except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable suspicion that the officer may attempt to compromise the accuracy of the testing procedure.
- (e) Confirm any sample that tests positive in initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug, or drug metabolites.
- (f) Provide the officer tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the officer's choosing, at the officer's own expense, provided the officer notifies the Village within seventy-two (72) hours of receiving the results of the test.
- (g) Require that the laboratory or hospital facility report to the Village that a blood or urine sample is positive only if both the initial screening and confirmation 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 inconsistent with the understandings expressed herein (e.g., billings for testing that reveal the nature or number of tests administered), the Village will not use such information in any manner or form adverse to the officer's interests.

(h) Require that with regard to alcohol testing, for the purpose of determining whether the officer is under the influence of alcohol, test results showing an alcohol concentration of .010 or more based upon the grams of alcohol per 100 millimeters of blood be considered positive

(i) Provide each officer tested with a copy of all information and reports received by the Village in connection with the testing and the results.

(j) Insure that no officer is the subject of any adverse employment action except emergency temporary reassignment or relief of duty during the pendency of any testing procedure.

Section 19.6. Right To Contest.

If disciplinary action is not taken against an employee based in whole or in part upon the results of a drug or alcohol test, the Council and/or the officer, with or without the Council, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the test, the right to test, the administration of the tests, the significance and accuracy of the test, or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. Further, if disciplinary action is taken against an officer based in part upon the results of a test, then the Council and/or the officer, with or without the Council, shall have the right to file a grievance concerning any portion of the test, then the Council and/or the officer, with or without the Council, shall have the right to contest any testing permitted by this Agreement before the Fire and Police Commission or through the grievance procedure. Any evidence concerning test results which is obtained in violation of the standards contained in this Article shall not be admissible in any disciplinary proceeding involving the officer.

Section 19.7. Voluntary Request For Assistance.

The Village shall take no adverse employment action against any officer who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Village may require reassignment of the officer with pay if he is unfit for duty in his current assignment. The foregoing is conditioned upon:

(a) The officer agreeing to appropriate treatment as determined by the physician(s) involved;

(b) The officer discontinues his use of illegal drugs or abuse of alcohol;

(c) The officer completes the course of treatment prescribed, including an "after-care" group, for a period of up to twelve (12) months;

(d) The officer agrees to submit to random testing during hours of work during the period of "after-care".

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

ARTICLE XX MAINTENANCE OF 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 Council of its intention to change them. Upon such notification, and if requested by the Council, the Village shall meet 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 Council becomes aware of such a change and has not received notification, the Council must notify the Village as soon as possible and request discussions if such discussions are desired. The failure of the Council to request discussions shall act as a waiver of the right to such discussions by the Council.

ARTICLE XXI POLICE AND FIRE COMMISSION

The parties recognize that the Police and Fire Commission of the Village of Flossmoor has certain statutory authority over employees covered by this Agreement, including but not limited to the right to make, alter and enforce rules and regulations. Nothing in this Agreement is intended in any way to alter, replace or diminish the authority of the Police and Fire Commission, except as specifically provided in Section 7.6 hereof.

ARTICLE XXII IMPASSE RESOLUTION

The remedies for the resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended 5 ILCS 315/14, as it exists on the execution date of this Agreement.

**ARTICLE XXIII
SAVINGS CLAUSE**

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any Board, Agency or Court of competent jurisdiction, such decision shall apply only to the specific Article, section or portion thereof specifically specified in the Board, Agency or Court decision; and upon issuance of such a decision, the Village and the Council agree to immediately begin negotiations on a substitute for the invalidated Article, section or portion thereof.

**ARTICLE XXIV
ENTIRE AGREEMENT**

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term except where specifically stated otherwise. 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 4.

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 XXV
TERMINATION**

Section 25.1. Termination in 2026.

This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2026. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than forty-five (45) days prior to the anniversary date.

Executed this 19 day of September, 2023.

VILLAGE OF FLOSSMOOR

FRATERNAL ORDER
OF POLICE LABOR COUNCIL



Mayor



Village Clerk



Timothy Biron, FOP Representative



Elmer Mauch, F.O.P. Unit President



Eddie Sallsbery, F.O.P. Unit Vice President



David Levy, F.O.P. Unit Secretary

APPENDIX "A"

DUES AUTHORIZATION FORM
ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

I, _____ (insert your name), understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council.

I, _____ (insert your name), hereby authorize my Employer, _____ (insert unit name), 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 to deduct from my 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: _____ Signed: _____

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____

Personal E-mail: _____

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. Please check with your tax preparer regarding deductibility.

APPENDIX "B"

Section 1. Pay Plan.

The Village shall utilize a six (6) step pay plan for police officers as shown below. The steps in the pay plan shall be as follows:

Step	Start	2	3	4	5	6
May 1, 2023	\$62,397	\$73,249	\$80,166	\$87,068	\$93,974	\$102,301
May 1, 2024	\$64,425	\$75,630	\$82,771	\$89,898	\$97,028	\$105,625
May 1, 2025	\$66,841	\$78,466	\$85,875	\$93,269	\$100,667	\$109,586

Section 2. Nationwide Plan

The Village agrees to participate in the Nationwide PEHP for patrol officers covered by this Collective Bargaining Agreement in accordance with the terms and conditions of the Plans Participation Agreement. The parties to this Collective Bargaining Agreement designate Nationwide Retirement Solutions to act as Plan Administrator for the Plan, or its successors appointed in accordance with the Plan and Trust documents.

The Village's contribution to the Nationwide Plan shall be as follows:

- a.) 105 (h) Universal Reimbursement Account.
The Village shall pay an amount, each pay period, for each officer, which is equal to three (3) days base pay of the average officer, on May 1, divided by twenty-six (26).

b.) 106 Insurance Premium Reimbursement Account.

The Village shall pay an amount each pay period, for each officer, which is equal to two percent (2%) of the officer's base pay for the pay period.

For purposes of comparing comparable communities' base wages, the amounts paid by the Village, under this subparagraph, shall be added to the amounts shown in section 1 above.

Section 3. Retroactivity.

All officers covered by this Agreement who are at the top rate of pay and who are still on the active payroll as of the beginning of the payroll period immediately following ratification of this Agreement by both parties shall receive a retroactive wage payment, based upon the annual wage increase, for all compensated time between May, 1 2023 and said payroll period. Those officers within the step plan shall receive a retroactive wage payment based upon the wage increase of their step. Retroactive pay shall not apply to special assignments which have occurred as of the date of execution and were specifically funded by government grants for that purpose (Hireback and Roadside Safety Checks). Payment shall be made in a separate check within 60 days of execution.

Section 4. Paramedic/EMT-B Stipend.

Those officers covered by this agreement who are members of the Mobile Intensive Care Unit of the Village (Paramedics) and in compliance with unit requirements shall receive a paramedic stipend up to \$218.54 per month, commencing May 1, 2023. After eight years of service the stipend shall be \$253.29 per month, commencing May 1, 2023. The stipend for EMT-B's who are members of the Mobile Intensive Care Unit of the Village and in compliance with unit requirements shall be 50% of the paramedic stipend applicable to their years of service. Any and all material costs for approved necessary training time and certifications required to maintain unit compliance and requirements shall be paid for by the Employer.

APPENDIX "C"
GRIEVANCE FORM

APPENDIX "D"

THE UNIFORM PEACE OFFICERS DISCIPLINARY ACT

DISCIPLINE ELECTION FORM

EMPLOYEE ELECTION, WITH REGARD TO DISCIPLINE BY THE VILLAGE OF FLOSSMOOR, ILLINOIS EMPLOYEE MUST SELECT ONE OF THE FOLLOWING:

I, _____, being subject to discipline by the Village of Flossmoor Police Department (including suspension from duty with or without pay or termination of employment) hereby elect to pursue a grievance over such discipline according to the appropriate provisions of the collective bargaining agreement between the Village of Flossmoor, Illinois, and the Illinois FOP Labor Council. I agree that such grievance shall be my sole remedy to the exclusion of other remedies available to me, including but not limited to, the provisions of 65 ILCS 5/10 *et seq.* as amended.

I acknowledge that by making this election of remedy I am waiving the rights and remedies of review or appeal procedure available to me, such as provided for in 65 ILCS 5/10 *et seq.*, as amended, in favor of the rights and remedies afforded to me under the provisions of the collective bargaining agreement between the Village of Flossmoor and the Illinois FOP Labor Council. Furthermore, I acknowledge and agree that execution of the Election, Waiver and Release shall be a prerequisite to processing of any grievance concerning the proposed discipline of me by the Flossmoor Police Department.

OR

I, _____ being subject to discipline by the Village of Flossmoor Police Department (including suspension from duty with or without pay or termination of employment) hereby elect to have my discipline appeal heard by the Village of Flossmoor Fire and Police Commissioners pursuant to 65 ILCS 5/10 *et seq.* as amended. By making this election, I hereby waive any right I or the Illinois Fraternal Order of Police Labor Council may have to file a grievance reviewing my suspension or discharge under the collective bargaining Agreement between the Village of Flossmoor and the Illinois Fraternal Order of Police Labor Council.

Signed this _____ day of _____, 20 _____

Subscribed and sworn to before me this _____ day of _____, 20 _____

MEMORANDUM OF UNDERSTANDING

The Village of Flossmoor Police Department Patrol Officers had previously worked under a schedule commonly known as a “6-2” schedule.

The Patrol Officers and the Department have had discussions regarding changing the “6-2” schedule to a schedule commonly known as “5-2 and 5-3” and that change has been made on a trial basis which began in March 2012 under a previous Memorandum of Understanding. The Department and the Patrol Officers desire to continue said trial change as provided herein.

Under the “5-2 and 5-3” schedule, the work days are 8.5 hours long and by the end of a full year, Patrol Officers are 10.25 hours short of “full-time” 2,080 hours. As a consequence of this 10.25 hour shortage, Patrol Officers are required to “make-up” those short hours as required by the Chief or his designee.

The Department and the Patrol Officers desire to continue the trial change to the “5-2 and 5-3” scheduling but the Department is only willing to do so on a non-binding trial basis which is at the total unfettered discretion of the Police Chief.

The Chief of Police is willing to continue the “5-2 and 5-3” schedule on a trial run basis during the term of this contract. Notwithstanding the commitment to permit/continue the trial run, the Chief of Police may terminate the trial run if in his sole judgment the “5-2 and 5-3” scheduling is causing unforeseen problems for the management of the Department.

A termination of the “5-2 and 5-3” schedule shall not constitute a breach of this Memorandum nor of the Bargaining Agreement and shall not be the subject matter of a grievance or any other manner of enforcement. Moreover, the Union agrees that it will not use data, information or experiences concerning the “5-2 and 5-3” schedule experiment against the Village in any subsequent contract negotiations or interest arbitration proceeding.

Any provisions of the Collective Bargaining Agreement which are inconsistent with this Memorandum are modified to be consistent with this Memorandum. In the event that the Chief terminates the trial run such modified provisions shall revert to their former status.

The 10.25 hours of annual make-up time referenced above shall be made up pro rata not less often than quarterly and/or as directed by the Chief or his designee.

VILLAGE OF FLOSSMOOR

ILLINOIS F.O.P. LABOR COUNCIL
