

**AGREEMENT**

**BETWEEN**

**VILLAGE OF SCHILLER PARK**

**AND**

**ILLINOIS FRATERNAL ORDER OF POLICE LODGE  
NO. 170 AND THE ILLINOIS FOP LABOR COUNCIL**

**5/1/2023 – 4/30/2026**

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## **AGREEMENT**

This Agreement is made and entered into by and between the Village of Schiller Park (hereinafter referred to as the "Village") and the Illinois Fraternal Order of Police Lodge No. 170 and the Illinois FOP Labor Council (hereinafter collectively referred to as the "Council" and/or "Lodge").

It is the intent and purpose of this Agreement to set forth the parties' entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the Village; to encourage and improve efficiency and productivity; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

NOW, THEREFORE, the parties agree as follows:

### **ARTICLE I** **RECOGNITION AND REPRESENTATION**

#### **Section 1.1 Recognition.**

The Village recognizes the Lodge/Council as the sole and exclusive bargaining representative for all sworn full-time peace officers (hereinafter referred to as "officers" or "employees"), but excluding all sworn peace officers in the rank of Sergeant and above, any employees excluded from the definition of "peace officer" as defined in Section 3(k) of the Illinois Public Labor Relations Act, all other managerial, supervisory, short-term, confidential and professional employees as defined by the Act, as amended, and all other sworn or unsworn employees of the Village.

**Section 1.2 Council's Duty of Fair Representation.**

The Council agrees to fulfill its duty to fairly represent all employees in the bargaining unit.

**ARTICLE II  
NON-DISCRIMINATION**

In accordance with applicable law, neither the Village nor the Council shall discriminate against any employee covered by this Agreement because of race, sex, age, religion, creed, color, disability, national origin, or Lodge membership. Other than Council membership, any dispute concerning the interpretation and application of this paragraph shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

**ARTICLE III  
DUES CHECKOFF AND LODGE RIGHTS**

**Section 3.1 Dues Checkoff.**

During the term of this Agreement the Village will deduct from each employee's paycheck once each month the uniform, regular monthly FOP Labor Council dues for each employee in the bargaining unit who has filed with the Village a lawfully written authorization form, a sample copy of which is attached hereto as Appendix B. The Village will send the dues collected under this Section to the Council's Springfield office.

The actual dues amount deducted, as determined by the FOP Labor Council, shall be uniform for each employee in order to ease the Village's burden in administering this provision.

The FOP Labor Council may change the fixed uniform dollar amount once each year during the life of this Agreement by giving the Village at least thirty (30) days' notice of any change in the amount of the uniform dues to be deducted.

If an employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the FOP Labor Council shall be responsible for collection of dues. The FOP Labor Council agrees to refund to the employee any amounts paid to the FOP Labor Council in error on account of this dues deduction provision.

**Section 3.2 Indemnification.**

The Lodge and FOP 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 voluntary checkoff authorization furnished under any of the provisions of this Article.

**Section 3.3 Lodge Use of Bulletin Boards.**

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

**ARTICLE IV**  
**LABOR-MANAGEMENT COMMITTEE**

At the request of either party, the President of the Lodge and the Police Chief or their designees shall meet as requested by either party to discuss matters of mutual concern that do not involve negotiations. The President of the Lodge may invite other Lodge bargaining unit members (not to exceed three) to attend such meetings. The Police Chief may invite other Village representatives (not to exceed three) to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least three days prior to the date of the meeting. This section shall not be applicable to any matter that is being processed pursuant

to the grievance procedure set forth in this Agreement. Except as otherwise provided herein, attendance at these meetings shall be on non-duty time and shall not be considered as time worked for the employees involved. An employee who is scheduled to work during a Labor-Management Committee meeting shall notify the Chief of Police prior to attending such meeting and if such attendance is approved by the Chief, the employee will be permitted to attend the meeting during his regular hours of work with no loss in pay. The Labor-Management Committee is intended to improve communications and shall be advisory only.

## **ARTICLE V** **GRIEVANCE PROCEDURE**

### **Section 5.1 Definition.**

A "grievance" is defined as a dispute or difference of opinion raised by an employee against the Village involving an alleged violation of an express provision of this Agreement. Any dispute or difference of opinion concerning a matter or issue which is subject to the jurisdiction of the Schiller Park Board of Fire and Police Commissioners shall not be considered a grievance under this Agreement, except to the extent expressly permitted under Article XVI, Disciplinary Appeals.

### **Section 5.2 Procedure.**

The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

STEP 1: Any employee who has a grievance shall submit the grievance in writing to the Chief of Police 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 fourteen (14) calendar days from the date of the first occurrence of the matter giving rise to the grievance or within fourteen (14) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.

The Chief of Police, or his designee, shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within seven (7) calendar days with the grievant and an authorized representative of the Council at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Chief of Police, or his designee, shall provide a written answer to the grievant and the Council within seven (7) calendar days following their meeting.

STEP 2: If the grievance is not settled in Step 1 and the employee wishes to appeal the grievance from Step 1 of the grievance procedure, it shall be referred in writing to the Village Manager within the earlier of seven (7) calendar days of receipt of the Village's written answer in Step 1 or within seven (7) calendar days of when the Village's answer in Step 1 was due. The Village Manager, or his designee, shall offer to discuss the grievance within seven (7) calendar days with the grievant and an authorized representative of the Council at a time mutually agreeable to the parties. If no settlement is reached, the Village Manager, or his designee, shall provide a written answer to the grievant and the Union within seven (7) calendar days following their meeting.

### **Section 5.3 Arbitration.**

If the grievance is not settled in Step 2 and the Council wishes to appeal the grievance from Step 2 of the grievance procedure, the Council may refer the grievance to arbitration, as described below, within twenty-one (21) calendar days of receipt of the Village's written answer as provided to the Council at Step 2:

- (a) The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said seven (7) day period, the parties shall jointly request the Federal Mediation and Conciliation Service or 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 alternatively strike names from the panel, with the party who first requests arbitration during the term of this agreement striking the first name. The person remaining shall be the arbitrator. The party requesting arbitration shall continue to strike the first name on the panel until such time as a grievance has actually proceeded to an arbitration hearing; thereafter the parties shall alternate striking the first name on any future panels.

- (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 where 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 5.4 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 power, 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 4 shall be final and binding upon the Village, the Lodge and the employees covered by this Agreement.

**Section 5.5 Time Limit for Filing.**

No grievance shall be entertained or processed unless it is submitted at Step 1 within fourteen (14) days after the first occurrence of the event giving rise to the grievance or within fourteen (14) days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.

If a grievance is not presented by the employee within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to arbitration within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village's answer at Step 2. If the Village does not answer a grievance within the specified time limits or any agreed extension thereof, the aggrieved employee may elect to treat the grievance as denied at Step 2 and immediately appeal the grievance to arbitration. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

**Section 5.6 Miscellaneous.**

No member of the bargaining unit who is serving in acting capacity shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Village unless and until the Village has agreed thereto in writing.

**ARTICLE VI**  
**NO STRIKE-NO LOCKOUT**

**Section 6.1 No Strike.**

Neither the Lodge nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sitdown, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and

unapproved enforcement procedures or policies or work-to-the-rule situation, mass absenteeism, picketing for or against the Village or any elected official of the Village, picketing in a Village uniform 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 Lodge 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 Lodge agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

**Section 6.2 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 Lodge.

**Section 6.3 Judicial Restraint.**

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

**ARTICLE VII**  
**SENIORITY, LAYOFF AND RECALL**

**Section 7.1 Definition of Seniority.**

Seniority shall be based on the length of time from the last date of beginning continuous full-time employment as a sworn peace officer in the Police Department of the Village. Conflicts of seniority shall be determined on the basis of the order of the officers on the Schiller Park Board of Fire and Police Commissioners hiring list, with the officer higher on the list being the more senior. Seniority shall not be earned during the period of any unpaid leave in excess of five (5) consecutive days and in such event the employee's seniority shall be adjusted accordingly.

**Section 7.2 Probationary Period.**

All new employees and those hired after loss of seniority shall be considered probationary employees until they complete a probationary period of eighteen (18) months of actual work. During an employee's probationary period the employee may be suspended, laid off, or terminated at the sole discretion of the Village. No grievance shall be presented or entertained in connection with the suspension, layoff, or termination of a probationary employee.

**Section 7.3 Seniority List.**

On or before January 1 each year, the Village will provide the Lodge with a seniority list setting forth each employee's seniority date. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Village in writing within fourteen (14) calendar days after the Lodge's receipt of the list.

**Section 7.4 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 Statute (65 ILCS 5/10-2.1-18, as it existed on January 1, 2000).

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

**Section 7.5 Recall.**

Employees who are laid off shall be placed on a recall list for a period of three (3) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled

without further training. Employees who are eligible for recall shall be given fourteen (14) 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 Lodge, 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.

**Section 7.6 Termination of Seniority.**

Seniority and the employment relationship shall be terminated for all purposes if the employee:

- (a) quits;
- (b) is discharged;
- (c) retires (or is retired pursuant to a legal mandatory retirement age adopted and implemented by the Village);
- (d) falsifies the reason for a leave of absence or is found to be working during a leave of absence without prior written approval of the Village;
- (e) fails to report to work at the conclusion of an authorized leave of absence or vacation;
- (f) is laid off and fails to report for work within fourteen (14) calendar days after having been recalled;
- (g) is laid off for a period in excess of three (3) years;
- (h) does not perform work for the Village for a period in excess of twelve (12) months, provided, however, this provision shall not be applicable to absences due to military service, established work related injury compensable under workers' compensation, disability pension, or a layoff where the employee has recall rights; or

- (i) is absent for two (2) consecutive working days without notifying the Village. Employees who establish to the Village's satisfaction that their absence under Subsections 7.6(e) and (f) or their failure to notify under Subsection 7.6(i) was clearly due to circumstances beyond their control shall not be terminated under this Section.

**ARTICLE VIII**  
**HOURS OF WORK AND OVERTIME**

**Section 8.1 Application of Article.**

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

**Section 8.2 Normal Workday.**

The normal workday for employees shall be eight hours, including a 30-minute paid lunch period.

**Section 8.3 Shift Schedule.**

The Village shall establish the work schedules for employees, which may be changed from time to time by the Village as circumstances warrant. The normal shift schedule shall be based upon a twenty-eight (28) day departmental work cycle. Should it be necessary in the Village's judgment to establish schedules departing from the normal workday or the normal work cycle, or to change the shift schedule of an employee or employees, the Village will give, if practicable, at least forty-eight (48) hours advance notice of such change to all employees directly affected by such change. In the event the permanent shift schedule that is currently in effect shall remain in effect then employees will pick shifts based on seniority in the discretion of the Chief of Police and when consistent with business needs (e.g., exceptions allowed for specialty assignment shift bidding).

**Section 8.4 Normal Work Cycle for Detectives.**

Notwithstanding the foregoing, the normal work cycle for employees covered by this Agreement who are assigned as detectives shall be 40 hours in their normal seven-day work cycle. It is recognized that the normal workday of an employee assigned as a detective necessarily varies depending on the needs of the Department and that from time to time it will be necessary to make changes in the employee's normal workday with very little advance notice.

**Section 8.5 Overtime Pay.**

- (a) Detectives. Except as provided in Section 8.7 (Compensatory Time For Detectives), an employee assigned as a detective shall be paid one and one-half (1-1/2) times his straight time hourly rate for all hours worked in excess of forty (40) in the employee's normal seven (7) day work cycle.
- (b) Patrolmen. Except as otherwise provided in Section 8.8 (Compensatory Time For Patrolmen), all employees other than detectives shall be paid one and one-half (1-1/2) times their straight time hourly rate for all hours worked in excess of one hundred sixty (160) in the employee's normal twenty-eight (28) day work cycle.
- (c) General. For any employee to be eligible for overtime pay or compensatory time, the additional time worked must be authorized in advance by the Chief of Police or his designee. Hours observed and paid as vacation day, paid bereavement time, paid personal leave, sick hours pursuant to Section 9.4 of this Agreement (not to exceed forty-eight (48) hours in a contract year) and/or compensatory time used shall be counted as hours worked for purposes of overtime eligibility. (E.g. if an employee is paid for forty (40) hours during the employee's vacation allowance period, then such hours shall be counted as hours worked for purposes of overtime eligibility.)

**Section 8.6 Court Pay.**

Employees shall be paid in accordance with this Section when required to appear in court in connection with their employment, provided that the appearance is required outside of the employee's scheduled workday. To be eligible for court pay, an employee must obtain the prior approval of the Chief of Police or his designee. An employee shall be paid for a minimum of three hours of required court attendance under this section, at time and a half. The three (3) hour

minimum period will begin when an officer arrives in court for a required appearance when an officer travels from home to court; the three (3) hour period begins from the time the officer leaves the station if the officer travels from the station to court. In the case of remote court attendance, the three (3) hour period begins at the time the officer logs in on the virtual platform to participate in the court assignment.

**Section 8.7 Compensatory Time For Detectives.**

This Section only applies to employees assigned as detectives by the Village. When such an employee works more than forty (40) hours during their normal seven-day work cycle, the employee shall be granted compensatory time in lieu of overtime pay, until the employee accumulates a maximum of three hundred thirty-six (336) hours of compensatory time, of which no more than eighty (80) hours may be carried over to the subsequent fiscal year. The amount of compensatory time shall be computed on the same basis as overtime pay, *i.e.*, if the hours worked are in excess of forty (40) hours in the employee's seven-day work cycle, 1-1/2 hours of compensatory time shall be granted for each additional hour worked. Compensatory time may be accrued in ¼ hour increments. An employee's use of accumulated compensatory time shall be scheduled at the mutual convenience of the employee and the Chief of Police or his designee.

For an employee to be eligible to earn compensatory time under this Section, the time worked must be approved in advance by the Chief of Police or his designee. If an employee accumulates the maximum number of compensatory hours permitted, the employee shall then be eligible for overtime pay in accordance with Section 8.5 (Overtime Pay) for future hours worked in excess of forty during their normal seven-day work cycle.

In lieu of the monthly two-hundred dollar (\$200) stipend previously provided to Village detectives, each detective will receive eight (8) hours per month of compensatory time at the detectives straight time rate.

### **Section 8.8 Compensatory Time For Patrolmen.**

This Section only applies to employees who are not assigned as detectives by the Village. When such an employee works more than one hundred sixty (160) hours during their normal twenty-eight day work cycle, the employee may elect compensatory time in lieu of overtime pay, until the employee accumulates a maximum of three hundred thirty-six (336) hours of compensatory time, of which no more than eighty (80) hours may be carried over to the subsequent fiscal year. No employee may, however, elect compensatory time in a specific instance unless such employee has worked at least one (1) hour for which the employee would otherwise have been entitled to overtime pay. The amount of compensatory time shall be computed on the same basis as overtime pay, *i.e.*, if the hours worked are in excess of 160 hours in the employee's twenty-eight (28) day work cycle, 1-1/2 hours of compensatory time shall be granted for each additional hour worked. Compensatory time may be accrued in one-quarter (1/4) hour increments. An employee's use of accumulated compensatory time shall be scheduled at the mutual convenience of the employee and the Chief of Police or his designee.

For an employee to be eligible to earn compensatory time under this Section, the time worked must be approved in advance by the Chief of Police or his designee. If an employee accumulates the maximum number of compensatory hours permitted, the employee shall then be eligible for overtime pay in accordance with Section 8.5 (Overtime Pay) for future hours worked in excess of 160 hours during their normal twenty-eight day work cycle.

In lieu of the minimum pay specified in Section 8.6 (Court Pay), Section 8.10 (Call Back) or Section 15.9 (Working Out of Classification pay), an eligible employee may elect to accrue such time as compensatory time, to the extent permitted under this Agreement (*e.g.*, an employee entitled to one (1) additional hour of pay as an acting watch commander under Section 15.9 may, in lieu of such pay, accrue one (1) hour of compensatory time under this Section). An employee

may not exercise the option described in this paragraph, however, if the employee has accumulated the maximum number of compensatory hours permitted under this Section.

**Section 8.9 Shift Trades.**

A shift trade shall be permitted if a voluntary request for such trade is submitted and approved by the Chief of Police or his designee. Any such request must be submitted and approved at least two (2) days prior to the day of the requested trade, unless this requirement is waived by the Chief of Police in a specific instance. All approved trades must be paid back within the same twenty-eight (28) day departmental work cycle as the date of the original trade. It is expressly understood that as a result of approving a voluntary request to trade shifts the Village will not incur any additional overtime liability.

**Section 8.10 Call Back.**

A call back is defined as an official assignment of work, which does not continuously precede or follow an officer's regularly scheduled working hours. Employees who are called back to work under this Section shall be guaranteed a minimum of two (2) hours pay or be compensated for the actual time worked, whichever is greater, at time and a half the employee's applicable hourly rate. Scheduled overtime shall not be considered a call back under this Section.

**Section 8.11 No Pyramiding.**

Compensation shall not be paid or compensatory time taken more than once for the same hours under this Agreement.

**Section 8.12 Light Duty.**

All light duty assignments shall be at the discretion of the Chief of Police. Any light duty assignments shall be within the police department or related to public safety/code enforcement duties.

### **Section 8.13 Off-Duty Phone Calls.**

Village may telephone a member while off-duty, but if total calls within a 24-hour period exceed a total of 30 minutes, the member will be paid overtime going forward in increments of 15 minutes.

### **Section 8.14 Training Day Pay**

Training Day Pay Procedures include the following:

- (a) An officer who is required to attend training on a scheduled day off will receive a make up scheduled day off ("day off in lieu") based on the number of hours that the employee would have received for the cancelled scheduled day off (up to 12 hours).
- (b) If training is scheduled on a regular workday, the employee will be required to return to work to complete the scheduled shift unless the training lasted six (6) consecutive hours or longer including the reasonable commuting time if traveling from the station to the training site (in which case the employee is not required to complete the remainder of his regular scheduled workday).
- (c) When training lasts three (3) or more consecutive days, the "day off in lieu" time is computed on an "hour for hour" basis (including reasonable commuting time if traveling from the station to the training site) for purposes of rescheduling canceled scheduled day off time.

## **ARTICLE IX LEAVES OF ABSENCE**

### **Section 9.1 Jury Leave.**

Should any employee covered by this Agreement be required to serve on a jury, that employee shall be excused from work without loss of regular straight-time pay for the days or portions thereof on which the employee must be present for such service and on which the employee would have otherwise been scheduled to work. The employee shall submit a certificate evidencing that he/she appeared and served as a juror and shall remit any juror fee in order to receive pay for such jury service. The employee may retain any money received to cover travel, meal, and/or lodging expenses.

**Section 9.2 Military Leave.**

Employees inducted into active military service shall, upon application, be granted leave of absence for the period of service, and shall be reinstated without loss of seniority or other benefits, provided they return to Village service within ninety (90) days after release from military service. If a member of a reserve or National Guard unit is mobilized by Presidential or Gubernatorial order, leave of absence and reinstatement shall be governed by this section.

**Section 9.3 Leave for National Guard or Reserve Duty.**

Employees who are members of a reserve or National Guard unit will be granted paid leave to the extent required by state or federal law.

**Section 9.4 Sick Leave.**

- (A) Purpose. Sick leave is a benefit provided by the Village to protect an employee against loss of pay if that employee is unable to work by reason of the employee's own illness, injury or pregnancy, or the illness of their child or their spouse who resides in their immediate household. Except as otherwise provided in this section, in order to be entitled to paid sick leave benefits, an employee who is on sick leave shall remain at home unless hospitalized, visiting their doctor or dentist, or acting pursuant to reasonable instructions for medical care.
- (B) Eligibility. Probationary Police Officers, and Officers who have been employed by the Village for less than twelve months as of the start of a new fiscal year (May 1st), shall earn one (1) eight hour sick leave day for each 2 months worked, not to exceed a total of six (6) sick leave days during any fiscal year, *i.e.*, forty (48) hours. On May 1 following a new employee's first completed year of continuous full-time employment by the Village, that

employee shall then become eligible for sick leave benefits during the Village fiscal year commencing as of that date as described in Part C of this Section. All other employees covered by this Agreement who have been employed on a continuous full-time basis by the Village for the twelve (12) month period immediately preceding May 1st shall be eligible for sick leave benefits during the Village fiscal year commencing as of the date described in Part C of this Section.

- (C) Benefit. Effective as of May 1st of each new fiscal year of the Village, an eligible employee shall be allowed full pay at their applicable hourly rate, for six eight-hour workdays, *i.e.*, forty-eight (48) hours, of absence if the employee is unable to work due to the employee's own sickness, injury or pregnancy or the illness of their child or their spouse who resides in their immediate household. Each fiscal year, commencing with the third occasion an employee seeks to utilize the paid sick leave benefit provided under this paragraph, if this third or subsequent occasion is immediately before or after an employee's paid vacation, paid personal leave day or scheduled day off work, the employee shall be ineligible to receive paid sick leave unless the employee provides medical proof of the condition which rendered the employee unable to work on such occasion(s). Such medical proof shall be at the employee's expense. If an eligible employee does not utilize any or all of the first forty (40) hours of the sick leave benefit described under this paragraph within the fiscal year, then said employee shall be compensated for the unused portion thereof at a rate of his regular straight time hourly

rate, up to a maximum of forty (40) hours, said payment to be made within thirty (30) days following the close of the fiscal year. If an employee failed to provide required medical proof in connection with attempted use of paid sick leave under this paragraph, then said employee shall not be compensated for such sick leave.

In addition to the foregoing sick leave benefits, if a medical doctor certifies that an employee is hospitalized or confined due to sickness, injury or pregnancy, then such employee shall be allowed full pay, at their applicable hourly rate, during such period or periods, but not to exceed pay for twenty-four (24) work days occurring within the fiscal year. In no event shall any employee be allowed sick pay for more than thirty (30) workdays in any one (1) fiscal year. An employee shall not be reimbursed for any unused sick leave benefits under this paragraph.

The sick leave benefits described in this Section are non-cumulative. An employee may not carry over any unused sick leave benefits from year to year. The sick leave benefits described in this Section shall be in lieu of any other paid sick leave benefits from the Village.

- (D) Notification. Notification of absence shall be given to an individual designated by the Chief of Police (normally the shift commander on duty) as soon as possible on the first day of such absence and every day thereafter (unless this requirement is waived by the Chief of Police) but no later than one (1) hour before the start of the employee's work shift unless it is shown that such notification was impossible. When notifying the Village of an

absence under this Section, the employee shall provide the Village with accurate information concerning the reason why the employee is unable to work. Failure to properly notify the Village of an absence shall cause such absence to be considered as an absence without pay, and may subject the employee to additional discipline, as well. If an employee provides untruthful information concerning his/her use of sick leave, that will be cause for strict disciplinary action. To remain eligible for paid sick leave under this Section, the following procedures shall be followed by any employee on sick leave:

- (1) Telephone the individual designated by the Chief of Police (the lieutenant on duty) normally whenever it is necessary to leave the residence, indicating the designation and probable duration of the absence. The employee shall provide a telephone number if it is available and practicable to do so.
- (2) The employee shall not temporarily or permanently change residence or hospital without notifying the Chief of Police or his designee as soon as practicable.
- (3) Employees utilizing telephone answering machines or an answering service while on sick leave shall respond back to any inquiry by the Village within thirty (30) minutes or as soon as reasonably practical of such inquiry unless otherwise authorized by the Chief of Police or his designee. A Village official encountering an answering machine or an answering service during a sick leave audit shall leave

a message for the employee to return the call to said individual within thirty (30) minutes or as soon as reasonably practical.

In those instances where the Village finds it necessary to verify the reason for sick leave, a visit to an employee's residence will usually only be made after making a call and receiving no such response from the employee. Residential visits will generally occur between the hours the employee was scheduled to work.

- (E) Proof of Illness/Medical Exam. If an employee is absent from work for more than three (3) consecutive days due to claimed illness, injury or pregnancy, the Village may require the employee to provide medical proof of the condition which rendered the employee unable to work and/or a statement from a physician indicating that the employee is physically able to return to work, before an employee may return to work or receive paid sick leave.

The Village may, at its discretion, require an employee to submit to an examination by a physician selected by the Village for the purpose of verifying the reason for an employee's absence from work under this Section. The Village reserves the right to use other means to verify the reported reason for sick leave. Moreover, as mutual protection for the Village and an employee, the Village may require an employee to submit to a complete medical examination by a physician selected by the Village when, in the opinion of the Chief of Police, the performance of the employee may have become seriously limited or weakened by virtue of impaired health. If the Village requires an employee to submit to an examination by

a physician selected by the Village, then the Village will pay the cost of said medical examination to the extent that such costs are not covered by insurance.

- (F) Usage. Sick leave shall be used in no less an increment than four (4) consecutive hours.
- (G) Abuse. Sick leave may be used for an employee's own sickness, injury or pregnancy, or the illness of their child or their spouse who resides in their immediate household to the extent that such condition renders the employee unable to work. Abuse of sick leave is a serious matter and constitutes cause for disciplinary action. Any or all employees who abuse any of the sick leave benefits or violate any of the provisions described in this Section shall be subject to discipline up to and including termination of employment. The Lodge shall join the Village in making an effort to correct the abuse of sick leave whenever and wherever it may occur.

In order to be eligible for the twenty-four (24) workday paid sick leave benefit described in Part C (Benefit) of this Section, an employee shall remain hospitalized or confined to their residence (unless visiting their doctor) from the first workday of such leave until the last workday of such leave. The conditions described in this paragraph shall not, however, be applicable if a medical doctor designated by or acceptable to the Village certifies that the employee on such a leave is qualified to perform a light duty assignment in the Police Department, and the Village determines, in its sole discretion, that it has available light duty work. The Village reserves the right to require an employee on a leave of absence to perform available light duty work in the

Department, subject to such restrictions as may be specified by a medical doctor designated by or acceptable to the Village.

**Section 9.5 Bereavement Leave.**

In the event of a death in an employee's immediate family (defined as the employee's spouse, brother, sister, step-siblings, father, mother, step-parents, children, step-children, father-in-law, mother-in-law, grandchild, grandparents, brother-in-law, sister-in-law, son-in-law, and daughter-in-law or any member of the employee's household), an employee shall be granted up to three (3) consecutive calendar days off, without loss in pay. Leave beyond such three (3) days may, upon approval of the Chief of Police or his designee, be taken by an employee if deducted from the employee's available personal leave, vacation leave or sick leave benefits. In the event of a death in an employee's aunt or uncle, an employee shall be granted one (1) calendar day off, without loss in pay. Leave beyond one (1) day may, upon approval of the Chief of Police or his designee, be taken by an employee if deducted from the employee's available personal leave, vacation leave or sick leave benefits

An employee shall provide satisfactory evidence of the death if so requested by the Village.

**Section 9.6 Non-Employment Elsewhere.**

A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment, unless agreed upon in writing by the Village Board of Trustees in a specific instance. Absent prior written approval by the Village Board of Trustees, any employee who engages in employment elsewhere (including self-employment) while on any leave of absence may be immediately terminated by the Village.

**ARTICLE X**  
**VACATIONS**

**Section 10.1 Vacation Allowance.**

An employee may become eligible for paid vacation allowance after the completion of his or her first year of continuous full time employment by the Village. Vacation allowance is earned as of an eligible employee's annual anniversary date of employment. Vacation allowance shall be based upon the following schedule:

<b><u>Length of Continuous Service</u></b>	<b><u>Vacation Allowance Period</u></b>
1 year but less than 5 years	14 consecutive calendar days
5 years but less than 10 years	24 consecutive calendar days
10 years but less than 20 years	28 consecutive calendar days
20 years or more	28 consecutive calendar days plus an additional 5 consecutive calendar days

Unless otherwise approved by the Chief of Police in a specific instance, an employee shall utilize his or her vacation allowance in blocks of seven (7) consecutive calendar days, or a multiple thereof. Any remaining amount shall be taken in 1 block of consecutive calendar days. (*E.g.* An employee with a vacation allowance period of 14 consecutive calendar days may utilize such allowance as fourteen (14) consecutive calendar days or in two blocks consisting of seven (7) consecutive calendar days each). The Chief of Police may, at his sole discretion, permit an employee to divide available vacation allowance in a different manner, including allowing employees to use up to seven (7) calendar days (or one (1) week) of vacation allowance in one (1) calendar day increments. The parties agree that with regard to such one (1) day usage, officers assigned to patrol will have six (6) days available to use in one (1) increments, while officers assigned to investigations, truck enforcement, and others with a standard five (5) consecutive day workweek will have five (5) days available to use in one (1) day increments for the calendar year. The Chief of Police will not exercise his discretion in an arbitrary and capricious manner.

**Section 10.2 Vacation Eligibility.**

In order to be eligible for a paid vacation allowance under this Article, an employee who, as of his anniversary date of employment, has been continuously employed in a position covered by this Agreement must have been paid for at least 1800 hours during the preceding year of employment.

**Section 10.3 Vacation Pay.**

Vacation pay shall be paid at the rate of the employee's regular straight-time hourly rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation. An employee shall receive vacation pay for each of the employee's normal workdays, which fall within the employee's vacation allowance period.

**Section 10.4 Vacation Scheduling.**

Vacation requests for the fiscal year commencing on May 1 shall be submitted for approval by the Village between February 15 and March 30 of the immediately preceding fiscal year, except for one (1) week which may be scheduled in single or multi-day increments at a later time. Employees must request their entire vacation allowance for the upcoming fiscal year during the period February 1 through March 30. Changes in vacation schedules may subsequently be made, subject to approval by the Chief of Police. In order to enable an employee to comply with this requirement, an employee may submit a request to schedule vacation time before such time is actually earned, but in no event shall an employee utilize vacation allowance before it is earned.

Vacations shall be scheduled insofar as practicable at times desired by each employee, with the determination of preference between the employees covered by this Agreement being made on the basis of an employee's length of continuous service (seniority) within the Department by shift. Between February 1 and March 30 of each year, each bargaining unit employee within a shift, starting with the employee with the greatest seniority and then moving downward by seniority,

shall be given the opportunity to select one parcel of his available vacation allowance. Once each said employee has had an opportunity to select one parcel of his vacation allowance, the same procedure shall be repeated until all available vacation allowance periods have been selected. Following the Chief's review of vacation requests, a schedule shall be posted indicating the approved vacations of all employees for the entire fiscal year commencing as of May 1.

Except as otherwise provided herein, earned vacation allowance, which is not used within twelve (12) months, shall be forfeited without compensation to the employee. If an initial vacation request of an employee is denied, or approved and subsequently canceled by the Chief of Police, and there is insufficient available time within the fiscal year to schedule such vacation, then the vacation allowance may be carried over into the following fiscal year, subject to approval by the Chief of Police. Any vacation allowance carried into a subsequent fiscal year must be used within the first sixty (60) days of said fiscal year.

Except as otherwise provided in this paragraph, it is expressly agreed that the final right to designate, approve and cancel vacation periods and the maximum number of employee(s) who may be on vacation at any time is exclusively reserved by the Chief of Police in order to ensure the orderly performance of the services provided by the Village. It is further agreed, however, that commencing with the foregoing vacation selection process (February 1-March 30) for the fiscal year starting May 1, 1995, a patrol officer will not be denied a vacation selection for a given period of time solely because a Watch Commander from the same shift has selected the same vacation time.

#### **Section 10.5 Premium Holidays**

Christmas Day and Thanksgiving Day will be considered Premium Holidays. Commencing 2023, Memorial Day, Independence Day and Labor Day shall also be considered Premium Holidays. Employees who are regularly scheduled to work on one or both of those

Premium Days will be compensated for the time actually worked at the rate of one and one half times (1.5x) the employee's regular rate of pay (up to 12 hours). Officers who work overtime hours on either Christmas Day, Memorial Day, Independence Day, Labor Day or Thanksgiving Day will receive double time (2x) the regular rate of pay for all hours worked on the Premium Holiday. For purposes of this Section 18.5 only, the "Premium Holiday" begins at 7:00 a.m.

Examples:

- Officer is regularly scheduled to work 7:00 a.m. to 7:00 p.m. on December 25. If the officer actually works those 12 hours on December 25, he will be compensated at 1.5x for all 12 hours of those hours worked.
- Officer is regularly scheduled to work 7:00 p.m. on December 25 through 7:00 a.m. on December 26. If the officer actually works his full scheduled 12 hours, he will be compensated at 1.5x for all 12 hours of those hours worked.
- Officer is called in to work overtime from 8:00 a.m. to 7:00 p.m. on December 25<sup>th</sup> and actually works those 11 hours on December 25<sup>th</sup>, he will be compensated at double time (2x) for all 11 hours worked on Christmas Day.

#### **Section 10.6 Termination.**

Upon termination of employment for any reason, a non-probationary full-time employee of the Village shall receive compensation for all earned but unused vacation time at the employee's regular straight-time hourly rate of pay in effect for the employee's regular job classification on the payday immediately preceding the date of termination. Probationary employees shall not be entitled to any compensation for unused vacation time if their employment terminates prior to completion of their probationary period.

### **ARTICLE XI PERSONAL LEAVE**

#### **Section 11.1 Personal Leave Days.**

During each new fiscal year occurring during the term of this Agreement, each employee covered by this Agreement who was employed on the active payroll as of the first day of such new

fiscal year shall be eligible to take up to eighty-four (84) hours off with pay for personal business during that same fiscal year. (*E.g.*, If an employee is on the active payroll as of May 1, 2021, which is the start of a new fiscal year, then such employee may take up to eighty-four (84) hours off with pay during the period May 1, 2021 to April 30, 2022.)

Unused personal leave days available under this Section shall not be carried over into a subsequent fiscal year. An employee may, however, sell back unused personal days (up to eighty-four (84) hours) under this Section as of April 30, *i.e.*, the end of a fiscal year, by submitting a timely written request for a sell back to the Village.

**Section 11.2 Scheduling.**

Employees desiring to use personal leave shall submit a written request on a form designated by the Village for approval by the Chief of Police or his designee. With regard to scheduling, personal leave requests shall be treated the same as time due requests, with the approval of the watch commander or assistant watch commander assigned to the shift for which the leave is being requested. Personal leave days may be used in increments of four (4) hours, as approved by the watch commander or assistant watch commander. It is expressly understood that the final right to approve a request to utilize personal leave is reserved by the Chief of Police in order to ensure the orderly performance of services provided by the Village.

**Section 11.3 Termination.**

Upon termination of employment for any reason, an employee shall forfeit all earned personal leave days and will not receive any compensation in lieu of said personal leave.

**ARTICLE XII**  
**SALARIES**

**Section 12.1 Annual Salaries.**

Paychecks for work performed during the prior payroll period will be remitted within five (5) days following the close of such payroll period. Salaries for the period May 1, 2023 through and including April 30, 2026, shall be paid according to the annual salaries set forth in Appendix “A” attached hereto and made a part of this Agreement at the intervals provided therein, pursuant to the following increases in the existing salary step plan:

Effective May 1, 2023	3.25% across the board increase
Effective May 1, 2024	3.25% across the board increase
Effective May 1, 2025	3.0% across the board increase

**Section 12.2 Retroactivity.**

The wage adjustments shall be fully retroactive for all hours paid to employees who are actively employed on the ratification date and those who retired since May 1, 2023 only.

**Section 12.3 Lateral Hires.**

The Village reserves the right to begin lateral hires, who are police officers certified by the Illinois State Standards and Training Board, at a step higher than the entry wage rate, but no higher than Step 5 (after 5 years of service) and not to exceed the step commensurate with the lateral hire’s years of service at the prior employer (*e.g.*, 3 years of prior service, officer’s beginning salary cannot exceed Step 3 (after 3 years of service)). Lateral hires shall advance one step on the salary schedule on each anniversary date of his/her employment, until they reach Step 6 (after 6 years of service). Lateral hires shall remain at Step 6 (after 6 years of service) for 9 years, in order to advance to Step 7 (after 15 years). Such lateral hires shall accrue seniority upon their hire dates for all purposes other than salary.

**Section 12.4 Pick Up Of Pension Contributions.**

The Village will continue to pick up Police Officers' pension fund contributions required by 40 ILCS 5/3-125.1 of the Police Pension Fund Act pursuant to 40 ILCS 5/3-125.2 by a reduction in the cash salary of the Police Officers, to the extent permitted by law.

**Section 12.5 FTO Pay.**

If the Chief assigns an officer to act as a Field Training Officer for a given work day, then said officer shall receive an additional two (2) hours of straight time pay for each day of such assignment, provided the employee serves in the assignment for at least eight (8) hours, but if such employee serves in the assignment for less than eight (8) hours, the employee shall receive one (1) hour of straight time pay, provided the employee has served in the assignment for at least four (4) hours. Selection and assignment of Field Training Officers shall be at the Police Chief's discretion.

**Section 12.6 Tuition Reimbursement.**

Tuition reimbursement is available to employees who enroll in a course at an accredited university, college or community college, and receive a minimum grade of "C" (or its numerical equivalent) for undergraduate or graduate level courses shall be entitled to tuition reimbursement, required fees and book costs, as provided herein. The Village will budget \$6000 per fiscal year for this bargaining unit to use for this purpose; when the cap is reached no further reimbursement is available during the fiscal year.

Courses of direct benefit to the Village shall be reimbursed on a first come first serve basis at 100%; courses of indirect benefit shall be reimbursed on a first come first serve basis at 50%; with all reimbursement under this Section being subject to an individual employee fiscal year maximum of \$3,000. If tuition is paid in part or fully by any other agency or organization, the percentage of Village reimbursement will be reduced in direct proportion to such payment.

In order to be eligible for tuition reimbursement under this Section, an employee must:

- (a) obtain the prior written approval of the Village Manager or his designee within thirty (30) days of course registration;
- (b) start and complete the course during the term of this Agreement; and
- (c) present proof of tuition payment and receipt of the necessary grade.

The Village Manager shall have the final right to determine whether the course is of direct or indirect benefit to the Village, thereby determining the maximum reimbursement rate for an eligible employee.

For each \$3,000 reimbursement to an individual employee, the employee shall be obligated to remain employed by the Village for a period of six (6) months or to repay such tuition reimbursement to the Village as provided herein. The calculation of time shall be made from the date the course(s) was completed. If an employee voluntarily terminates employment with the Village prior to completing his/her time obligation, the reimbursement shall be deducted from the employee's final pay and/or benefits accrued (e. g., vacation and/or compensatory time) and the employee shall be contractually obligated to repay any remaining amount to the Village.

**Section 12.7 Education Bonus.**

During the term of this Agreement, if any non-probationary employee earns a degree from an accredited institution of higher education while employed by the Village then such employee shall be eligible for a one-time, lump-sum bonus as follows:

Associates Degree	\$500.00
Bachelor's Degree	\$1,000.00
Masters/Juris Doctor/PhD (one only)	\$1,500.00

To be eligible for the bonus described herein, the employee shall provide a certified copy of his or her degree or transcript reflecting the degree awarded, within thirty (30) days of the date the degree is obtained. The bonus will be paid within thirty (30) days after the Village receives such notice. The lump sum bonus described herein shall not be added to base pay. An employee

who earns multiple advanced degrees, *i.e.*, a masters, juris doctor or doctorate, shall only be entitled to only a single \$1,500.00 bonus.

### **ARTICLE XIII** **INSURANCE**

#### **Section 13.1 Health Insurance Plan.**

The hospital PPO major medical insurance plan in effect when this Agreement is ratified shall be continued during the term of this Agreement; provided, however, that the Village reserves the right to change insurance carriers benefit levels or to self-insurance as it deems appropriate as long as the new basic coverage and basic benefits for Full-Time Sworn Personnel are substantially similar to those in effect at the time this Agreement is ratified. Such changes may include, but are not limited to: mandated second opinions for elective surgery, pre-admission and continuing admission review prohibition on weekend admissions except in emergency situations, bounty clause, and mandatory out-patient elective surgery for certain designated surgical procedures.

Full-Time Sworn Personnel may elect single, employee plus one dependent, or family coverage in the Village's major medical insurance plan during the enrollment periods established by the Village. The premium costs group health insurance in effect at the time of ratification of this Agreement will remain in effect through and including 4/30/2023 for eligible Full-Time Sworn Personnel based on the type of coverage selected by the Village and the number of individuals covered.

Commencing May 1, 2020, Full-Time Sworn Personnel shall pay ten percent (10%) of the monthly premium under the Village's hospital PPO major medical insurance plan, provided such payment shall not exceed \$123.14 per month for the Full-Time Sworn Personnel coverage only, \$283.23 per month for Full-Time Sworn Personnel plus one (1) dependent, or \$361.90 per month for family coverage. The Employer shall pay 100% of the monthly premium for the type of

coverage elected by the Full-Time Sworn Personnel Member under the Village's hospital HMO major medical insurance plan.

Commencing May 1, 2021, Full-Time Sworn Personnel shall pay eleven percent (11%) of the monthly premium under the Village's hospital PPO major medical insurance plan, provided such payment shall not exceed \$126.22 per month for the Full-Time Sworn Personnel coverage only, \$290.31 per month for Full-Time Sworn Personnel plus one (1) dependent, or \$370.95 per month for family coverage. The Employer shall pay 100% of the monthly premium for the type of coverage elected by the Full-Time Sworn Personnel Member under the Village's hospital HMO major medical insurance plan.

Commencing May 1, 2022, Full-Time Sworn Personnel shall pay twelve percent (12%) of the monthly premium under the Village's hospital PPO major medical insurance plan, provided such payment shall not exceed \$129.37 per month for the Full-Time Sworn Personnel coverage only, \$297.31 per month for Full-Time Sworn Personnel plus one (1) dependent, or \$380.22 per month for family coverage. The Employer shall pay 100% of the monthly premium for the type of coverage elected by the Full-Time Sworn Personnel Member under the Village's hospital HMO major medical insurance plan.

During the term of this Agreement, the Full-Time Sworn Personnel Member's major medical insurance premium contribution shall not exceed the amount of the applicable monthly major medical insurance premium required of other regular full time non-represented Village employees generally for the same level of coverage (*e.g.* Full-Time Sworn Personnel with single coverage will have the same monthly premium contribution as a regular full time non-represented Village employee with single coverage).

The extent of coverage under the insurance policies referenced in this Section shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the Grievance Procedure set forth in this Agreement.

**Section 13.2 Life Insurance.**

During the term of this Agreement the Village will provide term life insurance in the amount of \$10,000. The Village retains the right to change insurance carriers or to self-insure this benefit as long as the \$10,000 amount is maintained.

**Section 13.3 Cost Containment.**

The Village reserves the right to maintain or institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, bounty clause, and mandatory out-patient elective surgery for certain designated surgical procedures.

**Section 13.4 Terms of Policies to Govern.**

The extent of coverage under the insurance policies referred to in Section 1 of this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement.

**Section 13.5 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 by paying monthly in advance the full applicable monthly premium for employee coverage and, if desired, for dependent coverage.

**Section 13.6 Section 125 Plan.**

A Section 125 Plan which permits employees to tax shelter the amounts that they contribute toward the premium cost of the foregoing health insurance shall be maintained during the term of this Agreement, to the extent permitted by law.

**Section 13.7 Joint Insurance Committee.**

The Village has established a Joint Insurance Committee whose charge it will be to study cost containment, claims handling services, cost reduction measures and benefits relating to the Village's existing Hospital major medical insurance plan. The Committee will be comprised of one bargaining unit employee designated by the Union, the Village Manager or his designee, and other employee representatives (designated by the Village or selected by their respective union), not to exceed one employee per group. The Committee may submit advisory recommendations concerning changes to the Village's existing insurance coverage, carriers or plans to the Village Board of Trustees for consideration and/or approval.

The Committee shall meet at mutually agreeable times. If a Joint Insurance Committee meeting is held during a Committee member's working hours, then the employee will not be docked for attending the meeting, provided the employee has obtained the Police Chief's advance approval to attend the meeting during work time. Except as otherwise provided in this paragraph, time spent by bargaining unit employees at Committee meetings or in connection with the Committee shall be considered non-work time.

**Section 13.8 Optical and Dental Coverage.**

Commencing with the first annual insurance enrollment after the execution of this agreement, the Village shall obtain and provide optical and dental coverage, which bargaining unit employees may, at their option and at their expense, choose to accept. The Village may, in lieu of obtaining an actual insurance policy, obtain access to discount programs for optical and/or dental

benefits for employees in the bargaining unit, such as the vision discount program currently offered under the Village's medical insurance plan. Employees may utilize the Section 125 Plan to tax shelter the premium amounts that pay for this coverage, to the extent permitted by law.

**Section 13.9 Retiree Health Insurance.**

Effective upon execution of this Agreement, the Village agrees to provide health insurance to employees who retire from the Department at age 50 or older with a minimum of twenty (20) years credible service with the Village. Employees who retire after the execution of this Agreement shall be provided the same coverage and benefits as active employees, as that may change from time to time, and shall be required to pay fifty percent of the premium cost of this coverage, with the Village paying the other fifty percent.

Village-subsidized insurance coverage for such retirees shall cease upon their reaching age 65. The parties further agree that this Section 13.9 shall not be considered a pension or retirement system.

**ARTICLE XIV  
MANAGEMENT RIGHTS**

Except as specifically modified by other articles of this Agreement, the Lodge recognizes the exclusive right of the Employer to make and implement decisions with respect to the operation and management of its operations in all respects. Such rights include but are 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 operations are conducted; to determine whether goods or services are made or purchased; to make, alter and enforce reasonable rules, regulations,

orders and policies; to evaluate employees; to discipline, suspend and discharge employees for 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 XV**  
**MISCELLANEOUS**

**Section 15.1 Gender of Words.**

The masculine gender as used herein shall be deemed to include the feminine gender, unless the feminine gender is clearly inappropriate in the context of the provisions(s) concerned.

**Section 15.2 Physical Examinations.**

Approximately every two years, all employees covered by this Agreement may be required to submit to a physical examination by a physician selected by the Village. The Village shall pay the costs of said physical examination, to the extent such costs are not covered by the insurance. An employee may see the results given to the Village of his own physical examination, upon written request. If, at any time, there is any question concerning an employee's fitness for duty or fitness to return to duty following a layoff or leave of absence, the Village may require, at its expense, that the employee have a physical examination and/or psychological examination by a qualified and licensed physician and/or psychologist selected by the Village. As part of any physical examination required by the Village under this or any other provision of this Agreement, the Village may, with or without cause, require employees to submit to a urinalysis test and/or other appropriate drug testing, the results of which shall be provided to the Chief of Police for appropriate action.

**Section 15.3 Application of Agreement to Special Assignment Employees.**

Notwithstanding anything to the contrary in this Agreement, officers who are voluntarily assigned to a governmental or inter-governmental agency having an independent law enforcement authority or basis of jurisdiction, and officers assigned to perform law enforcement functions under the partial direction of another governmental entity shall be subject for the duration of such assignment to the practices, policies, procedures and directives which are generally applicable to officers assigned to that agency or which are applied pursuant to the authority of the other governmental entity, even though such practices, policies, procedures and directive may be inconsistent or in conflict with the provisions of this Agreement. The application of such practices, policies, procedures and directives shall not be subject to the grievance and arbitration procedures of this Agreement. Without in any way limiting the generality of the foregoing, the practices, policies, procedures and directives of such agency applicable to hours of work and overtime shall be deemed to supersede inconsistent or contrary provisions of Article VIII (Hours of Work and Overtime) of this Agreement.

**Section 15.4 Precedence of Agreement.**

If there is any conflict between the specific provisions of this Agreement and the specific provisions of any Village ordinance or the specific provisions contained in the Village's Personnel Policy and Procedure Manual, which may be in effect from time to time, the specific terms of this Agreement, for its duration, shall take precedence.

**Section 15.5 Bill of Rights.**

Employer agrees to comply with the requirements of the Uniform Peace Officers Disciplinary Act, 50 ILCS 725/1, *et seq.*

### **Section 15.6 Uniform Allowance Credit.**

During each fiscal year of the Village, each employee covered by this Agreement, other than employees assigned as detectives, will receive a lump sum payment from the Village for the purchase of clothing and gear necessary to their employment by the Village, for an amount not to exceed \$1,050.00 per fiscal year. Employees assigned to a specialty assignment shall be eligible for reimbursement of an additional \$250 per year for a NIPAS assignment and \$100 for the other specialty assignments, subject to the remaining conditions of this Section.

Employees assigned as detectives shall receive a lump sum payment from the Village on approximately May 1 of each new fiscal year in the amount of \$1,050.00 for the purpose of offsetting the costs of clothing and gear necessary for them to carry out their employment duties.

The Village will purchase replacement vests (up to \$500.00 per vest) at 5-year intervals or if damaged in the line of duty, as determined by the Village. (Alternatively, provided the 50/50 program remains available, the Village would pay 50% towards the purchase of up to a Level III vest at such intervals.) The officer is responsible for the cost involved in an external carrier for the vest.

If the Chief or his designee reassigns an employee in the middle of the fiscal year from a uniformed position to a non-uniformed position, or the opposite, and the employee does not have sufficient uniform allowance remaining to properly "outfit" the employee, the Village will forward funds from the next year's uniform allowance to cover this deficiency.

### **Section 15.7 Drug Testing.**

In order to help protect the public by ensuring that Police Department employees have the physical stamina and emotional stability to perform their assigned duties, the Village may require employees to submit to a urinalysis test and/or other appropriate drug testing at a time and place designated by the Village, providing, in the opinion of the Chief of Police or his designee, there is

sufficient cause for such testing. At the time of any urinalysis test, the employee may request that a blood sample be taken at the same time so that a blood test can be performed if the employee tests positive in the urinalysis test. If an employee tests positive in any such test, the test results shall be submitted to the Chief of Police for appropriate action. The first time a non-probationary employee tests positive for alcohol in a test administered under this Section, the Chief of Police, at his sole discretion, shall have the right to suspend the employee without pay for up to 30 days, which decision shall be appealable pursuant to Article XVI. (The foregoing sentence shall not, however, limit the Village's right to impose additional discipline upon such an employee for conduct or matters occurring at or about the same time as a first positive test result.) During the twelve (12) month period following the date any employee tests positive in any such test, the Village may require such employee to submit to a random urinalysis or other appropriate drug tests during working hours at times and places designated by the Village.

An officer's use of unlawful drugs (including marijuana as in the past), abuse of prescribed drugs, as well as being under the influence of alcohol or the consumption of alcohol while on duty shall be cause for discipline, including discharge.

The Village will not take adverse employment action against an employee solely because that employee voluntarily requests treatment or counseling for an alcohol or prescription drug problem, unless such request follows the testing of an employee, or the employee "voluntarily requests treatment" only after the Village has substantial reason to believe the employee is involved in alcohol or prescription drug abuse, or finally if the Village otherwise determines that the employee is unfit for duty.

The Chief of Police shall be allowed to order the Drug/Alcohol testing for any employee involved in a traffic crash classified under the following conditions:

FATAL: A fatal crash is a traffic crash involving a motor vehicle in which at least one person dies within 30 days of the crash.

INCAPACITATING INJURY: Any injury, other than a fatal injury, which prevents the injured person from walking, driving, or normally continuing the activities he/she was capable of performing before the injury occurred. This includes severe lacerations, broken/distorted limbs, skull injuries, chest injuries, abdominal injuries.

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.

A positive test for alcohol shall be a blood alcohol level of .025 or above.

#### **Section 15.8 Training Cost Reimbursement.**

If an employee covered by this Agreement voluntarily terminates his employment in the Village Police Department within four (4) years of the employee's date of hire, then such employee shall reimburse the Village for the Village's actual cost (less actual State reimbursement, if any) of sending such employee through police officer training courses, excluding salary. The Village may withhold such an amount from the employee's final paycheck, or the employee shall be legally liable to pay the full amount owed directly to the Village. An employee (or former employee) shall only be obligated to reimburse the Village for training costs under this Section if he or she becomes an employee of another municipal police department in the State of Illinois within six (6) months of the date the employee voluntarily terminates his employment in the Village Police Department.

The amount owed by an employee shall be pro-rated from the date of State certification of the employee's successful completion of mandatory basic training to the completion of four (4)

years from the date of hire. Under this Section, in no event shall an employee be required to reimburse the Village for an amount in excess of Two Thousand Dollars (\$2,000).

The Chief of Police reserves the right to waive an individual's obligation to repay training costs under this Section, in a specific instance. If an employee (or former employee) alleges a violation of this Section, such dispute shall be subject to the grievance procedure set forth in this Agreement, if filed in a timely manner.

**Section 15.9 Working Out of Classification Pay.**

If the Employer assigns a bargaining unit employee to work as acting watch commander for at least four (4) hours of their workday, then such employee shall be entitled to one (1) additional hour of pay, at the employee's regular straight time hourly rate, for each workday that he or she works as acting watch commander for at least four (4) hours. The additional one (1) hour of straight pay described in this Section shall not be considered an hour of work for purposes of overtime eligibility.

During the term of this Agreement, *i.e.*, to April 30, 2026, in the absence of a non-bargaining unit supervisor, the Employer will normally assign the most senior patrol officer who is present and working on such occasion to serve as acting watch commander. Notwithstanding the foregoing, in exceptional circumstances, the Employer maintains its right to select any employee to serve as acting watch commander.

This Section shall not be applicable to the Detective Division.

**Section 15.10 Right of Representation.**

Before conducting any investigatory interview, which the employee reasonably believes, may result in disciplinary action against the employee being questioned, that employee may request that a Council representative be present. It is recognized that an employee may not delay the interview by insisting that a particular Council representative be present. If the employee

requests a Council representative, the Village shall either suspend the investigatory interview until a Council representative can be present or advise the employee that it will not proceed with the interview unless the employee is willing to enter the interview unaccompanied by a representative (in which case the Village may act on the basis of information obtained from other sources). It is not the intent of the parties to convert investigatory interviews into adversarial proceedings. The role of the Council representative is to assist the employee; the representative may also attempt to clarify the facts or suggest other individuals who may have knowledge of them. The Village retains the right to insist on hearing the employee's own account of the matter under investigation uninterrupted by the Council representative.

This Section does not apply to such run-of-the-mill conversations as, for example, the giving of instructions, training, employee evaluations or needed corrections of work techniques. Nor does this Section apply to meetings at which discipline is simply administered.

Any alleged violation of this Section shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

**Section 15.11 Residency.**

All employees shall, within one hundred eighty days (180) of the successful completion of their probationary period, as a term or condition of continued employment, reside within the following boundaries:

An area bounded on the north and the east by the Illinois State line, on the south by Interstate 80, and on the west by Illinois State Route 47.

**Section 15.12 Part-Time & Auxiliary Officers.**

Any use of Part-Time Police Officers shall comply with the requirements of 65 ILCS 5/3.1-30-21. Any use of Auxiliary Police Officers shall comply with the requirements of 65 ILCS 5/3.1-

30-20. Furthermore any Part-Time Officer shall be required to successfully complete a modified field training officer ("FTO") program tailored for Part-Time Officers.

**ARTICLE XVI**  
**DISCIPLINARY APPEALS**

**Section 16.1 Oral Reprimands, Written Warnings and Suspensions Up to 30 Days.**

The Chief of Police (or the Chief's designee) may issue oral reprimands, written warnings or suspend non-probationary employees for up to thirty (30) days. The sole recourse for appealing such disciplinary action shall be for the employee who is the subject of the disciplinary action to file a grievance under Article V. It is expressly agreed that the employee shall have no right to appeal any disciplinary action to the Village Board of Fire and Police Commissioners. Oral reprimands shall not be subject to the grievance procedure, or to appeal to the Village Board of Fire and Police Commissioners.

**Section 16.2 Dismissal.**

Should the Chief of Police (or the Chief's designee) seek the dismissal of a non-probationary employee, the Police Chief or the Chief's designee shall serve written notice of the charges and proposed dismissal upon the employee involved and file a complaint with the Village Board of Fire and Police Commissioners. Unless the employee makes a timely and irrevocable election to refer the proposed discipline to arbitration, as described herein, the employee's appeal shall be governed by the rules and regulations of the Village Board of Fire and Police Commissioners.

- (A) If the employee elects to file a grievance as to the proposed disciplinary action, the grievance shall be processed in accordance with Article V of this Agreement. Once the employee notifies the Village of his decision to have the appeal heard through the grievance and arbitration procedure, the

decision of the Police Chief or the Chief's designee with respect to the disciplinary action shall be deemed final, subject only to the review of said decision through the grievance and arbitration procedure. If the arbitrator determines that the disciplinary action is not supported by just cause the arbitrator shall have the authority to rescind or to modify the action and order that the employee be made whole for any losses incurred as a result of disciplinary action, or portion thereof, that is not sustained by the arbitrator.

- (B) Irrevocable Election of Appeal Procedure. Should an employee choose to appeal to arbitration, the employee shall notify the Village of his election in writing within ten (10) calendar days of receiving the Police Chief's written notice of dismissal. It is agreed that the employee's option to appeal either to the Board of Fire and Police Commissioners or through the grievance and arbitration procedure is mutually exclusive and that no relief shall be available under the grievance and arbitration procedure with respect to any matter which, at the employee's option, is appealed to the Board of Fire and Police Commissioners, and that no relief shall be available under the Board of Fire and Police Commissioners' appeal process with respect to any matter which, at the employee's option is appealed to the grievance and arbitration procedure set forth in Article V of this Agreement. If the Board of Fire and Police Commissioners determines that there is or is not just cause for dismissal, it retains the disciplinary and remedial authority, whichever is applicable, set forth in its rules and regulations and 65 ILCS 5/10-2.1-17.

### **Section 16.3 Finality of Decision and Judicial Review.**

The decision of an arbitrator or the Board of Fire and Police Commissioners, whichever is applicable, with respect to any such disciplinary action shall be final and binding on the employee, the Union, and the Village, subject only to an appeal in accordance with the provisions of Illinois law applicable to the option elected, *i.e.*:

- (A) Board of Fire and Police Commissioners option: Any appeal of a Board of Fire and Police Commissioners decision shall be in accordance with the provisions of the Administrative Review Act as provided by the Board of Fire and Police Commissioners Act, 65 ILCS 5/10-2.1-17.
- (B) Arbitration option: Any appeal of an arbitrator's award shall be in accordance with the provisions of the Uniform Arbitration Act as provided by Section 8 of the IPLRA.

Pursuant to Article VII, Section 6, of the Illinois Constitution of 1970 and Section 15 of the IPLRA, the foregoing provisions with respect to discipline and the appeal and review of discipline shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be applicable under either 65 ILCS 5/10-2.1-17, or the Rules and Regulations of the Village Board of Fire and Police Commissioners.

### **ARTICLE XVII** **SCHILLER PARK BOARD OF FIRE AND POLICE COMMISSIONERS**

The parties recognize that the Schiller Park Board of Fire and Police Commissioners 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 replace or diminish the authority of the Village Board of Fire and Police Commissioners, except as expressly provided in Article XVI (Disciplinary Appeals).

**ARTICLE XVIII**  
**ENTIRE AGREEMENT**

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

The Village and the Lodge, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the Village's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. In so agreeing, the parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

**ARTICLE XIX**  
**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 or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, section or portion thereof specifically specified in the board, agency or court decision or subsequent litigation, and the remaining parts or portions of this Agreement shall remain in full force and effect. In such event, the parties shall, upon the prompt request of either party, commence good faith bargaining over possible replacement language for the invalidated Article, section or portion of this Agreement, subject to the terms of the attached Side Letter to this Agreement.

**ARTICLE XX**  
**DURATION AND TERM OF AGREEMENT**

This Agreement shall be effective as of the date executed and shall remain in full force and effect until 11:59 p.m. on the 30th day of April 30, 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.

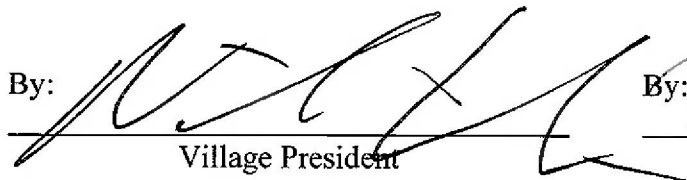
Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

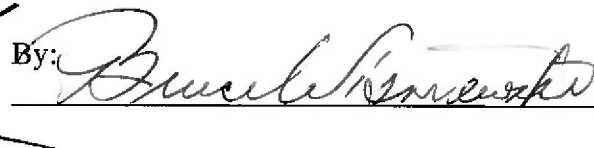
[SIGNATURE PAGE FOLLOWS IMMEDIATELY]

Executed this 7 day of JULY, 2023.

**VILLAGE OF SCHILLER PARK**

**ILLINOIS FRATERNAL ORDER OF  
POLICE, LODGE NO. 170 AND THE  
ILLINOIS FOP LABOR COUNCIL**

By:   
\_\_\_\_\_  
Village President


By:   
\_\_\_\_\_

By:   
\_\_\_\_\_  
Village Manager

**IFOPLC**

By:   
\_\_\_\_\_  
LODGE REPRESENTATIVE

By:   
\_\_\_\_\_

By:   
\_\_\_\_\_

**APPENDIX A**  
**SALARY SCHEDULE FOR POLICE OFFICERS**

**Police Patrol Wages**

	3.25%	3.25%	3.0%
Years of Service	5/1/2023	5/1/2024	5/1/2025
Start	\$72,168	\$74,513	\$76,748
6 Months	\$73,973	\$76,377	\$78,668
1	\$79,387	\$81,967	\$84,426
2	\$83,360	\$86,069	\$88,651
3	\$87,520	\$90,364	\$93,075
4	\$91,900	\$94,887	\$97,734
5	\$96,493	\$99,629	\$102,618
6	\$101,318	\$104,611	\$107,749
15	\$103,599	\$106,966	\$110,175

After employment, each employee shall receive increases on the anniversary date of his/her employment per the above schedules.

The following schedule of longevity compensation shall apply to all Bargaining Unit Employees of the Village of Schiller Park and shall be paid in addition to the above provided base salary upon full years of completed service for the Village of Schiller Park.

LONGEVITY		
7	Years of Service	2.0%
8 -11	Years of Service	3.0%
12 - 15	Years of Service	4.0%
16 -19	Years of Service	7.0%
20 or more	Years of Service	8.0%

Note: An employee's hourly rate shall be determined by dividing the employee's annual salary by 2080 hours.

**APPENDIX B**  
**DUES AUTHORIZATION FORM**

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

I, \_\_\_\_\_, 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, \_\_\_\_\_, hereby authorize my Employer, \_\_\_\_\_ 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.*

**SIDE LETTER—SAVINGS CLAUSE**

This is a Side Letter to the 2023-2026 Collective Bargaining Agreement between the Village of Schiller Park ("Village") and the Illinois Fraternal Order of Police, Lodge No. 170 and the Illinois FOP Labor Council ("Lodge") with respect to Article XVIII, Savings Clause.

WHEREAS, throughout the negotiations, the parties have disputed the question of whether or not the Lodge has the right to refer any impasses which may arise with respect to a substitute provision for any contractual provision which may be held or rendered invalid and unenforceable; and

WHEREAS, the parties do not believe that the resolution of this dispute is essential to reaching agreement on the terms and provisions of a successor labor agreement; and

WHEREAS, each party desires to reserve it's position and any arguments it may choose to advance in the future with respect to this dispute.

THEREFORE, it is agreed and understood:

That no term or provision of the parties' labor agreement to which this Side Letter is attached shall be construed, operate or be advanced as a determination of the question of whether the Lodge has the right to refer impasses which may arise with respect to a substitute provision for any contractual provision which may be held or rendered invalid and unenforceable under Article XVIII, Savings Clause, to the interest arbitration procedures as specified in the Illinois Public Labor Relations Act.

Each party specifically reserves its respective position any arguments it may choose to advance in the future with regard to this dispute.

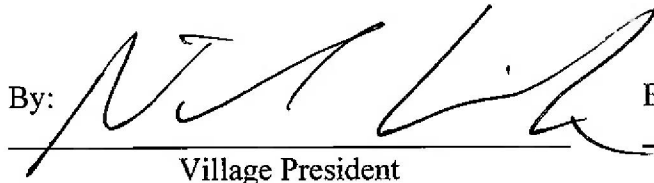
This Side Letter shall expire upon expiration of the parties' 2023-2026 Agreement.

Executed this 7 day of July, 2023.

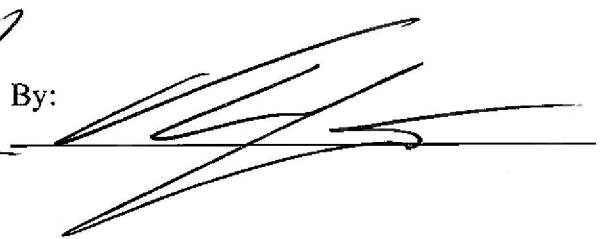
VILLAGE OF SCHILLER PARK

ILLINOIS FRATERNAL ORDER OF  
POLICE, LODGE NO. 170 AND THE  
ILLINOIS FOP LABOR COUNCIL

By:

  
\_\_\_\_\_  
Village President

By:

  
\_\_\_\_\_

**SIDE LETTER—WEINGARTEN RIGHTS**

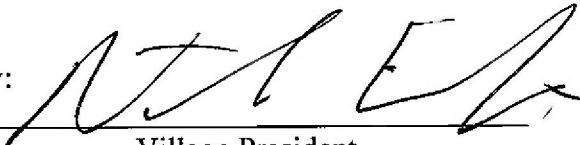
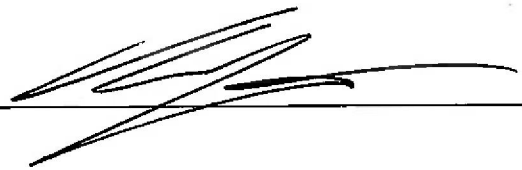
This is a Side Letter to the 2023-2026 Collective Bargaining Agreement between the Village of Schiller Park ("Village") and the Illinois Fraternal Order of Police, Lodge No. 170 and the Illinois FOP Labor Council ("Lodge"). The Village and the Lodge agree that nothing in their Agreement shall be construed as a waiver of an employee's Weingarten rights during a pre-disciplinary investigatory interview.

This Side Letter shall expire upon expiration of the parties' 2023-2026 Agreement.

Executed this 7 day of July, 2023.

VILLAGE OF SCHILLER PARK

ILLINOIS FRATERNAL ORDER OF  
POLICE, LODGE NO. 170 AND THE  
ILLINOIS FOP LABOR COUNCIL

By:  By:   
\_\_\_\_\_  
Village President

## MEMORANDUM OF AGREEMENT

This is a Memorandum of Agreement between the VILLAGE OF SCHILLER PARK ("Village") and the ILLINOIS FRATERNAL ORDER OF POLICE, LODGE NO. 170 AND THE ILLINOIS FOP LABOR COUNCIL ("FOP") to their 2023-2026 Collective Bargaining Agreement. The Village and the FOP agree as follows:

1. Non-Precedential Effect of Memorandum of Agreement. The Village and the FOP agree that this Memorandum of Agreement shall not be considered part of the current collective bargaining agreement between the Village and the FOP, nor shall it be considered an amendment to said agreement, nor shall it constitute a precedent or a change in the *status quo ante*. The Village and the FOP agree that neither the Village nor the FOP may cite or reference this Memorandum of Agreement as precedent or as a change in the *status quo ante*, or the trial period referenced herein, in any subsequent negotiations or interest arbitration proceedings.

2. Alternative Work Schedule for Patrol Division. Subject to the terms of this Memorandum of Agreement, the Village will maintain an alternative work schedule for officers assigned to the Patrol Division on a trial basis, for the term of the 2023-2026 collective bargaining agreement, provided such work schedule shall terminate as of April 30, 2026, unless extended by mutual written agreement as provided herein. (This Memorandum of Agreement does not apply to employees holding assignments outside of the Patrol Division, e.g., employees assigned as detectives, truck enforcement officer, community police officer, etc.)

3. The alternative work schedule for covered employees is subject to the following conditions:

- (a) The normal workday will be 12 hours, generally from 7:00 a.m. to 7:00 p.m. or 7:00 p.m. to 7:00 a.m. provided that during each 28 day work cycle, the Village may schedule 8 hours of unpaid duty reduction time for each employee (preferably 4 hours every 14 days which shall be at the start or end of a shift but cannot be in the middle of the shift unless requested by the employee), so that an employee will normally be scheduled to work 160 hours during a 28 day cycle. In the event the employee is not scheduled for unpaid duty reduction time, he shall be compensated for that additional time worked.
- (b) The work cycle for purposes of 7(k) of the federal Fair Labor Standards Act ("FLSA") shall be considered 28 days, with overtime being paid only for hours worked in excess of 160 hours in a 28-day cycle. (Paid vacations, paid bereavement time, compensatory time, personal leave time and sick hours pursuant to Section 9.4 of this Agreement (not to exceed 48 hours in a contract year) will continue to count as hours worked for purposes of overtime calculation.)

i. Subject to the foregoing, covered employees will normally be assigned to work 3 off; 2 on, 2 off; 3 on; 2 off; 2 on – starting on Friday for 2 of 4 platoons and so forth during the 28 day work cycle.

(c) If an employee works 16 or more hours during a 24 hour period, the Chief or his designee reserves the right not to schedule the employee for another shift until the employee has had at least eight (8) consecutive hours off. Any hire back may be limited by the Village to avoid more than 16 hours of consecutive work.

(d) Multiple employees will be permitted on leave time (including comp time) per shift, as long as minimum manpower requirements would still be met without causing overtime to be incurred, if the leave request(s) are granted.

4. All leave “days” awarded as part of the contract shall continue to equate to 8 hours per day, and shall also continue to accrue at that rate, *i.e.*, the alternative work schedule shall not increase paid leave time, including vacations. An employee using a full leave day while assigned to the alternative work schedule shall have 12 hours deducted from his/her accrued leave.

5. An employee shall not engage in secondary employment during two consecutive 12-hour shifts, *i.e.*, two shifts separated by less than 24 hours off.

6. Should there be any conflict between the provisions of this Memorandum and the provisions of the 2023-2026 Collective Bargaining Agreement, the provisions of this Memorandum shall govern, so long as the alternative work schedule is maintained.

7. The parties may change the terms of this Memorandum during its term by mutual agreement. Upon request, the parties will meet at a labor management meeting to discuss this alternative work schedule. If, following such meeting, the Chief of Police determines that the alternative work schedule is not meeting the overall operational needs of the Department, or has adversely affected the level of police services to the community, or has had adverse economic consequents, or has resulted in unacceptable sick leave or diminished productivity or safety, he shall have the final right to discontinue the alternative work schedule and revert back to the work schedule provided for or permitted under the collective bargaining agreement. The Chief of Police will not arbitrarily discontinue the alternative work schedule during the term of this Memorandum of Agreement.

8. The alternative work schedule described herein may also be terminated during the term of the 2023-2026 collective bargaining agreement by mutual agreement between the Village and the FOP.

9. Any unexpected difficulties in administering the alternative work schedule during the term of the collective bargaining agreement should, to the extent practical, be discussed in Labor Management Committee meetings. An alleged violation of this Memorandum during its term may be the subject of a grievance under the collective bargaining agreement between the Village and the FOP.

10. This Memorandum shall expire on April 30, 2026, unless this Memorandum is extended as mutually agreed in writing between the Village and the FOP and the parties shall return to the *status quo ante*, as set forth in the collective bargaining agreement.

AGREED:

VILLAGE OF SCHILLER PARK

ILLINOIS FRATERNAL ORDER OF  
POLICE, LODGE NO. 170 AND THE  
ILLINOIS FOP LABOR COUNCIL

By:   
Village President

By: 

## MEMORANDUM OF AGREEMENT

This is a Memorandum of Agreement between the VILLAGE OF SCHILLER PARK (“Village”) and the ILLINOIS FRATERNAL ORDER OF POLICE, LODGE NO. 170 AND THE ILLINOIS FOP LABOR COUNCIL (“FOP”) to their 2023-2026 Collective Bargaining Agreement. The Village and the FOP agree as follows:

1. Non-Precedential Effect of Memorandum of Agreement. The Village and the FOP agree that this Memorandum of Agreement shall not be considered part of the current collective bargaining agreement between the Village and the FOP, nor shall it be considered an amendment to said agreement, nor shall it constitute a precedent or a change in the *status quo ante*. The Village and the FOP agree that neither the Village nor the FOP may cite or reference this Memorandum of Agreement as precedent or as a change in the *status quo ante*, or the trial period referenced herein, in any subsequent negotiations or interest arbitration proceedings.

2. Alternative Work Schedule for Detectives. Subject to the terms of this Memorandum of Agreement, the Village will maintain an alternative work schedule for officers assigned as Detectives or assigned to the Problem Oriented Policing (“POP”) Team on a trial basis, for the term of the 2023-2026 collective bargaining agreement, provided such work schedule shall terminate as of April 30, 2026, unless extended by mutual written agreement as provided herein.

3. The alternative work schedule for covered employees is subject to the following conditions:

- (a) The normal workday will be 10 hours. Employees will normally be assigned to work 4 on 3 off. An employee will normally be scheduled to work 160 hours during a 28 day cycle.
- (b) The work cycle for purposes of 7(k) of the federal Fair Labor Standards Act (“FLSA”) shall be considered 28 days, with overtime being paid only for hours worked in excess of 160 hours in a 28-day cycle. (Paid vacations, paid bereavement time, compensatory time, personal leave time and sick hours pursuant to Section 9.4 of this Agreement (not to exceed 48 hours in a contract year) will continue to count as hours worked for purposes of overtime calculation.)

4. All leave “days” awarded as part of the contract shall continue to equate to 8 hours per day, and shall also continue to accrue at that rate, *i.e.*, the alternative work schedule shall not increase paid leave time, including vacations. An employee using a full leave day while assigned to the alternative work schedule shall have 10 hours deducted from his/her accrued leave. Hours off will be equal to the computed hours off for officers assigned to the Patrol Division.

5. Should there be any conflict between the provisions of this Memorandum and the provisions of the 2023-2026 Collective Bargaining Agreement, the provisions of this Memorandum shall govern, so long as the alternative work schedule is maintained.

6. The parties may change the terms of this Memorandum during its term by mutual agreement. Upon request, the parties will meet at a labor management meeting to discuss this alternative work schedule. If, following such meeting, the Chief of Police determines that the alternative work schedule is not meeting the overall operational needs of the Department, or has adversely affected the level of police services to the community, or has had adverse economic consequences, or has resulted in unacceptable sick leave or diminished productivity or safety, he shall have the final right to discontinue this alternative work schedule and revert back to the work schedule provided for or permitted under the collective bargaining agreement. The Chief of Police will not arbitrarily discontinue the alternative work schedule during the term of this Memorandum of Agreement.

7. This alternative work schedule described herein may also be terminate during the term of the 2023-2026 collective bargaining agreement by mutual agreement between the Village and the FOP.

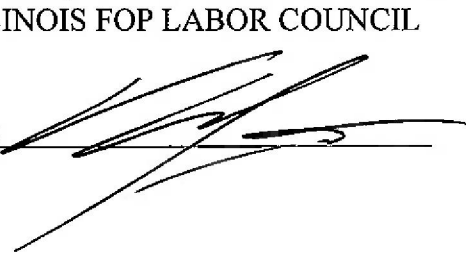
8. Any unexpected difficulties in administering the alternative work schedule during the term of the collective bargaining agreement should, to the extent practical, be discussed in Labor Management Committee meetings. An alleged violation of this Memorandum during its term may be the subject of a grievance under the collective bargaining agreement between the Village and the FOP.

9. This Memorandum shall expire on April 30, 2026, unless extended otherwise mutually agreed in writing between the Village and the FOP.  
AGREED:

VILLAGE OF SCHILLER PARK

ILLINOIS FRATERNAL ORDER OF  
POLICE, LODGE NO. 170 AND THE  
ILLINOIS FOP LABOR COUNCIL

By:   
Village President

By: 

**SIDE LETTER PAID LEAVE FOR ALL WORKERS**

This is a Side Letter to the 2023-2026 Collective Bargaining Agreement between the Village of Schiller Park ("Village") and the Illinois Fraternal Order of Police, Lodge No. 170 and the Illinois FOP Labor Council ("Lodge"). The Village and the Lodge agree to the following:

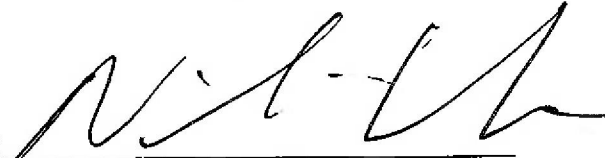
In consideration of the Village agreeing to provide paid sick leave, vacation leave, personal leave, and bereavement leave, bargaining unit employees hereby waive the paid leave provided by the Paid Leave for All Workers Act (820 ILCS 192/1 *et seq.*) and all provisions of said Act.

This Side Letter shall expire upon expiration of the parties' 2023-2026 Agreement.

Executed this 7 day of July, 2023

VILLAGE OF SCHILLER PARK

ILLINOIS FRATERNAL ORDER OF  
POLICE, LODGE NO. 170 AND THE  
ILLINOIS FOP LABOR COUNCIL

By:   
Village President

By: 