

AGREEMENT

BETWEEN

VILLAGE OF SCHILLER PARK

AND

**ILLINOIS FRATERNAL ORDER OF
POLICE UNIT# 170-1 AND THE ILLINOIS
FOP LABOR COUNCIL**

REPRESENTING SERGEANTS

MAY 1, 2023 - APRIL 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 Unit # 170-1 (hereinafter collectively referred to as the "Council" and/or "Union"), pursuant to the Illinois Labor Relations Board S-RC-18-001.

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 Council as the sole and exclusive bargaining representative for all sworn full time Sergeants (hereinafter referred to as "Sergeants" or "employees"), but excluding all other employees of the Village of Schiller Park.

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 Union 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 UNION 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 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 checkoff authorization furnished under any of the provisions of this Article

Section 3.3 Use of Bulletin Boards.

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

ARTICLE IV. LABOR MANAGEMENT COMMITTEE

At the request of either party, the Chief Steward 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. Two bargaining unit members and a Council representative may attend such meetings. The Police Chief may invite other Village representatives (not to exceed three) to attend such meetings. Agendas will be shared at least three days prior to the date of the meeting. Labor Management meetings which shall not exceed four (4) annually unless mutually agreed to by the parties. 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 Sergeant or a group of Sergeants 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 (see Grievance Form Appendix A) 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 (considered

Step 3 of the grievance process), 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:

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.

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.

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.

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

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 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 Union and the employees covered by this Agreement.

Section 5.5 Time Limit for Filing.

If a grievance is not presented by the employee within the time limits set forth in Section 5.2 or 5.3, 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 waived and may not be pursued further. 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 Council nor any Sergeant, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work-to-the-rule situation, mass 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. The Chief Steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Union agrees to inform its members of their obligations under this Agreement and to direct them to 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 Union.

Section 6.3 Judicial Restraint.

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

ARTICLE VII. SENIORITY, LAYOFF AND RECALL

Section 7.1 Definition of Seniority.

Departmental 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. The term "rank" seniority shall refer to and be defined as the continuous length of service from the date of promotion to the rank of Sergeant. 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 Seniority List.

On or before January 1 each year, the Village will provide the Council 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 7.3 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 procedures as provided in Illinois Statute (65 ILCS 5/10-2.1-18).

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

Section 7.4 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 7.5 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 unless the employee provides an explanation acceptable to the Village.

Employees who establish to the Village's satisfaction that their absence under Subsections 7(e) and (f) or their failure to notify under Subsection 7(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 hours of work per day, per week, or per work cycle.

Section 8.2 Normal Workday.

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. The work schedule may be changed should the Employer determine that this current schedule is not meeting the overall operational need of the Department, or has adversely affected the level of police services to the community, or has had some economic consequences, or has resulted in unacceptable sick leave or diminished productivity or safety. The preferred alternative workday (in the event the Employer determines as outlined above that the 12 hour workday will be discontinued) will be the 8 hour workday schedule worked by the Department prior to implementation of the current 12 hour day.

Section 8.3 Work Duty Cycle.

Employees will normally be assigned to work day pattern of 2 days on; 2 days off; 3 days on; 2 days off; 2 days on, 3 days off.

Section 8.4 Shift Schedule.

Each December Sergeants shall bid by rank seniority for the shift that they will work for the next 12 months.

Section 8.5 Overtime Pay.

Employees shall be paid one and one-half (1-1/2) times their regular 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.

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 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.

Employees will have the option of taking overtime pay or compensatory time (accumulated at the same rate). An employee can accumulate 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. 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.

Section 8.8 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 in writing 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 8.9 Call Back.

A call back is defined as an official assignment of work, which does not continuously precede or follow an employee's regularly scheduled working hours. Employees 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 8.10 No Pyramiding.

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

Section 8.11 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 8.12 Training Day Pay

Training Day Pay Procedures include the following:

1. 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).
2. 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).

3. 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. The Village shall grant military leave in accordance with applicable Federal and State law.

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. 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 four work days, *i.e.*, forty eight (48) hours, 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 for their own medical need provided under this paragraph, if this third or subsequent occasion is immediately before or after an employee's paid vacation or paid personal leave day, 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.

1. 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.

2. 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 Scheduling and Selection.

An employee shall 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:

<u>Length of Continuous Service</u>	<u>Vacation Allowance Period</u>
1 year but less than 5 years	96 hours (8 days)
5 years but less than 10 years	168 hours (14 days)
10 years but less than 20 years	192 hours (16 days)
20 years or more	232 hours (19 days)

Sergeants will have vacation picks completed, submitted and approved by February 1st of each year and before the patrol officers can start their picks on time. Vacations may be taken in 12 hour blocks with the exception of employees who are eligible for 232 hour, one 4 hour block can be chosen. Sergeants will select the periods of their annual vacation on the basis of rank seniority. One day vacation picks may overlap with the officer's vacations. One day vacation picks can be submitted at any time before or on the requested date and will be approved in a timely manner. If a vacation request of an employee is approved and subsequently canceled by the Chief/designee and there is insufficient available time in the fiscal year to reschedule then the vacation allowance denied may be carried over into the following fiscal year subject to the discretion of the Chief of Police. Vacation allowance carried into a subsequent fiscal year must be used within the first sixty (60) days of said fiscal year.

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 1 800 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 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.

Section 10.5 Premium Holidays

Retroactive to May 1, 2023, Memorial Day, Independence Day, Labor Day, Christmas Day and Thanksgiving Day will be considered Premium Holidays. Employees who are regularly scheduled to work on one or more 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). Sergeants who work overtime hours on either Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day will receive double time (2x) the regular rate of pay for all hours worked on the Premium Holiday. For purposes of this Section 10.5 only, the "Premium Holiday" begins at 7:00 a.m.

Examples:

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

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, 2018, 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, 2018 to April 30, 2019.)

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 under this

Section as of April 30th, *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 Wage Rates.

Wage rates for the term of this Agreement are set forth below.

Entry	Current	Effective 5/1/2023	Effective 5/1/2024	Effective 5/1/2025
		+3.25%	+3.25%	+3.0%
Sergeant	\$114,745	\$118,474	\$122,324	\$125,994

Section 12.2 Retroactivity.

Wage increases shall be retroactive and shall be applicable on all hours compensated.

Section 12.3 Pick Up of Pension Contributions.

The Village will continue to pick up' 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 12.4 Watch Commander Stipend.

A Watch Commander stipend of \$2,700 per year (payable in equal increments over 24 of the 26 pay periods) shall be paid in addition to an employee's base pay for all Sergeants. Such compensation is to recognize extra time that may be required for preparation time and to perform administrative duties. It is agreed that preparation time covered by this stipend will be limited to

15 minutes per shift and that overtime provisions of the contract will be applicable for all time worked beyond 15 minutes. Stipend increases shall be retroactive to May 1, 2018.

Section 12.5 Longevity.

The following schedule of longevity compensation shall apply to all Bargaining Unit Employees and shall be paid in addition to the above provided base salary upon full years of completed service as an employee of the Department.

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%

Section 12.6 Education Bonus.

Upon ratification 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:

Associate's Degree	\$500.00
Bachelor's Degree	\$1,000.00
Master's/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.

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 \$15,000. The Village retains the right to change insurance carriers or to self-insure this benefit as long as the \$ 15,000 amount is maintained. Should the Village increase the amount of life insurance for any other classification of employee then that amount will be applicable to Sergeants.

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.

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 Council 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 just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; and to carry out the mission of the Village; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE 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, require employees to submit to a urinalysis test and/or other appropriate drug testing consistent with the Drug test article in this agreement 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, employees who are voluntarily assigned to a governmental or inter-governmental agency having an independent law enforcement authority or basis of jurisdiction, and employees 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 employees 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, will continue to 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 beginning May 1, 2023. Employees assigned to a specialty assignment shall be eligible for reimbursement for an additional \$250 per fiscal year for a NIPAS assignment and \$100 for all remaining assignments, subject to the other conditions of this section. The Village shall reimburse an employee for a pre-approved purchase under this Section within thirty (30) days after the employee provides the Village with proof of expenditure; however, the Village will endeavor to establish an account system with a local vendor in order that items can be charged to an individual officer's account in addition to continuing the current reimbursement process.

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.)

Section 15.7 General Policy Regarding Drugs and Alcohol.

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, that there is sufficient cause for such testing. Within 24 hours of the request for a drug test under this section a supervisor must submit in writing the basis of sufficient cause required for the test of the affected employee.

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 the first test results in a positive finding, a confirmatory test shall be conducted. If an employee tests positive in any such test, the test results shall be submitted to the Chief of Police for appropriate action. The Village shall provide an employee with a copy of any test results the Village receives with respect to said employee. The Village shall only use licensed clinical laboratories accredited by the Substance Abuse Mental Health Services Administration (SAMHSA) for such testing and shall be responsible for maintaining the proper chain of custody (except as otherwise noted in this section). A positive test for alcohol shall be a blood alcohol level of .025 or above.

Employees submitting urine samples shall not be witnessed by anyone while submitting a sample, except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples, or where there is reasonable suspicion to believe that the employee is tampering with the testing procedure.

A portion of the tested sample shall be retained by the laboratory so that the employee may arrange for another (scientifically accurate equivalent) test to be conducted by a licensed clinical laboratory of the employee's choosing and at the employee's expense. Once the portion of the tested sample leaves the clinical laboratory selected by the Village, the employee shall be responsible for maintaining the proper chain of custody for said portion of the tested sample. 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 thirty (30) days, which decision shall be appealable pursuant to Article V. (The foregoing sentence shall not, however, limit the Village's right to impose additional discipline, up to and including discharge, upon such an employee for conduct or matters related to, or 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 no more than three 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 and /or consuming or being under the influence of or impaired by alcohol (based on a positive .025 or higher test) while on duty shall be cause for discipline, including discharge.

Section 15.8 Voluntary Request for Assistance.

The Village will not take adverse employment action against an employee -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 if the Village otherwise determines that the employee is unfit for duty.

The Village shall make available a means by which the employee may obtain referrals and treatment. All such requests shall be confidential, and any information received by the Village from the employee shall not be used to discipline the employee, except as in circumstances described in this Article. The foregoing is conditioned upon:

1. the Employee agreeing to appropriate treatment as determined by the physician(s) involved;
2. the Employee discontinuing their use of illegal drugs or abuse of prescription drugs or alcohol;
3. the Employee completing the course of treatment prescribed, including an approved "after-care" group for a period of up to twelve (12) months;
4. the Employee agreeing to submit to random testing during hours of work during the period of "after-care";
5. the Employee's usage of drugs or alcohol not directly contributing to the loss of life or injury to any person

Employees who do not comply with the conditions of this Section, or who test positive for the second time, for alcohol or drugs (including cannabis), shall be subject to immediate dismissal. Employees who are unfit to perform reasonable duties to which they may be assigned during the period of their treatment and after care shall be permitted to take accumulated time off and shall be afforded an unpaid leave of absence upon request for the period of counseling and after care, at the option of the employee and with the approval of the Village.

The foregoing shall not be construed as an obligation on the part of the Village to retain an employee on active status throughout any period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of an employee, or whose continuance on active status would constitute a direct threat to the property of safety of others.

Section 15.9 Vehicle Accident/Officer Involved in Shooting.

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 thirty (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 they were capable of performing before the injury occurred. This includes severe lacerations, broken/distorted limbs, skull injuries, chest injuries, and/or abdominal injuries.

Any test ordered under this section must be ordered and conducted within 30 days of the date of such accident.

When an officer discharges their firearm, causing injury or death to a person or persons during the performance of their 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.

Section 15.10 Right of Representation.

Before conducting any investigatory interview, which the employee reasonably believes will 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 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:

1. obtain the prior written approval of the Village Manager or his designee within thirty (30) days of course registration;
2. start and complete the course during the term of this Agreement; and
3. 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 15.12 Residency.

All employees shall, 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.

ARTICLE XVI. DISCIPLINARY APPEALS

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

The Chief of Police (or the Chiefs 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 Chiefs designee) seek the dismissal of a non-probationary employee, the Police Chief or the Chiefs 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.

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 Chiefs 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.

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 Chiefs 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 Union, 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

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect subject to Sections 7 of the Illinois Public Labor Relations Act, or as amended. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to the limited issue or issues of substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

ARTICLE XX. IMPASSE RESOLUTION

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Relations Act, as may be amended from time to time 5 ILCS 315/14, or as may otherwise be mutually agreed.

ARTICLE XXI. DURATION AND TERM OF AGREEMENT.

The terms of this Agreement shall be effective May 1, 2023 and shall remain in force and effect through April 30, 2026. This Agreement shall continue in effect from year to year thereafter unless notice of termination or a demand to bargain is given in writing by certified mail by either party at least sixty (60) days prior to the expiration date of the agreement.

Notwithstanding the foregoing, this Agreement shall continue in full force and effect after the expiration date while negotiation and resolution of any impasse procedures are continuing.

Executed this 3rd day of August, 2023.


VILLAGE OF SCHILLER PARK

ILLINOIS FRATERNAL ORDER OF POLICE
UNIT NO. 170-1 AND THE ILLINOIS FOP
LABOR COUNCIL

By: [Signature]
Village Manager
By: [Signature]
Village President

By: [Signature]
By: [Signature]
By: [Signature]
By: _____

APPENDIX A GRIEVANCE FORM

	<h3 style="margin: 0;">GRIEVANCE</h3> <small style="margin: 0;">(Use additional sheets when necessary.)</small>	Lodge Unit No. _____ Year _____ Grievance No. _____
Date Filed: _____ Department: _____		
Grievant's Name _____ <div style="display: flex; justify-content: space-between; width: 100%;"> Last First M.I. </div>		
STEP ONE		
Date of Incident or Date Knew of Facts Giving Rise to Grievance _____ Article(s) / Section(s) violated _____ Briefly state the facts: _____ _____ _____ _____ _____ _____ _____		
Remedy Sought: _____ _____ _____		
Given To: _____ _____ Grievant's Signature		Date: _____ _____ FOP Representative Signature
EMPLOYER'S RESPONSE		
_____ _____ Employer Representative Signature		_____ _____ Position
_____ _____ Person to Whom Response Given		_____ _____ Date
STEP TWO		
Reasons for Advancing Grievance: _____ _____ _____		
Given To: _____ _____ Grievant's Signature		Date: _____ _____ FOP Representative Signature
EMPLOYER'S RESPONSE		
_____ _____ Employer Representative Signature		_____ _____ Position
_____ _____ Person to Whom Response Given		_____ _____ Date

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____

Date: _____

Grievant's Signature _____

FOP Representative Signature _____

EMPLOYER'S RESPONSE

Employer Representative Signature _____

Position _____

Person to Whom Response Given _____

Date _____

Lodged Unit No. / Year / Grievance No.

STEP FOUR

Given To: _____

Date: _____

Grievant's Signature _____

FOP Representative Signature _____

EMPLOYER'S RESPONSE

Employer Representative Signature _____

Position _____

Person to Whom Response Given _____

Date _____

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given _____

Date _____

FOP Labor Council Representative _____



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 I. 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.

Revised 06/28/2018

SIDE LETTER
PAID LEAVE FOR ALL WORKERS ACT

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 Unit #170-1 and the Illinois FOP Labor Council representing Sergeants ("Lodge"). The Village and the Lodge agree to the following:

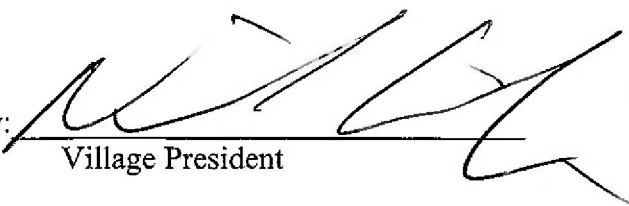
In consideration of the Village agreeing to provide paid sick leave, vacation leave, personal leave, and bereavement leave, bargaining unit employees hereby waive the paid leave provided by the Paid Leave for All Workers Act (820 ILCS 192/1 *et seq.*) and all provisions of said Act.

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

Executed this 3rd day of August, 2023

VILLAGE OF SCHILLER PARK

ILLINOIS FRATERNAL ORDER OF
POLICE UNIT #170-1 AND THE
ILLINOIS FOP LABOR COUNCIL
REPRESENTING SERGEANTS

By: 
Village President

By: 