

**AGREEMENT BETWEEN**  
**THE VILLAGE OF GLENCOE, ILLINOIS**  
**AND**  
**THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL**

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## PREAMBLE

THIS AGREEMENT, entered into by the Village of Glencoe, Illinois (hereinafter referred to as the “Village” or the “Employer”) and the ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL (hereinafter referred to as the “Union”) is in recognition of the Union’s status as the representative of the Village’s full-time employees in the rank of sworn public safety officer and has as its intent 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 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; to maintain the highest standards of personal integrity and conduct at all times; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

THEREFORE, in consideration of the mutual promises and agreements contained in this Agreement, the Village and the Union do mutually promise and agree as follows:

**ARTICLE I**  
**RECOGNITION**

Section 1.1. Recognition. Pursuant to a certification by the Illinois Labor Relations Board in Case No. S-RC-13-019, dated October 11, 2012, and the certification issued thereon to the Union by the Illinois Labor Relations Board, the Village recognizes the Union as the sole and exclusive collective bargaining representative for all full-time employees in the rank of public safety officer employed by the Village (hereinafter referred to as “officers” or “employees”), but excluding all employees in the rank of Lieutenant; Deputy Chief; Director of Public Safety; all supervisory, confidential employees; and all other Village of Glencoe employees, including but not limited to all supervisory, confidential, managerial and short-term employees as those terms are defined by the Illinois Public Labor Relations Act, as may be amended.

Section 1.2. Bargaining Agreement. The Union recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Union.

Section 1.3. Union Stewards. The Union shall promptly inform the Director of Public Safety (hereinafter referred to as “Director”) in writing of the names of any Union stewards, as well as promptly inform the Director in writing of any subsequent changes thereto.

Section 1.4. Gender. Unless the context clearly indicates otherwise, wherever the male gender or female gender is used in this Agreement, it shall be construed to include both males and females equally.

## ARTICLE II

### MANAGEMENT RIGHTS

Section 2.1. Management Rights. Except as specifically modified by other articles of this Agreement, the Labor Council recognizes the exclusive right of the Village 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 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.

The Village shall also have the right to take any and all actions as may be necessary to carry out the mission of the Village and the Public Safety Department in the event of civil emergency as may be declared by the Village President, the Village Manager, Director of Public Safety or their authorized designees, which may include, but are not limited to: riots, civil disorders, tornado conditions, floods or other catastrophes or other emergencies. In the event of such emergency action, the provisions of this Agreement, other than the compensation provisions, may be suspended, provided that all the provisions of this Agreement shall be immediately reinstated once the local disaster or emergency condition ceases to exist.

## **ARTICLE III**

### **UNION RIGHTS**

Section 3.1. Dues Deductions. Upon receipt of proper written authorization from an employee, the Village shall deduct each month's Union dues in the amount certified by the Treasurer of the Union from the pay of all officers covered by this Agreement who, in writing, authorize such deductions. Such money shall be submitted to the Illinois FOP Labor Council within fifteen (15) days after the deductions have been made.

Section 3.2. Revocation of Dues. An employee desiring to revoke the dues check off may do so by written notice to the Village at any time upon the thirty (30) day period prior to the annual anniversary date of the contract.

Section 3.3. Fair Share. During the term of this Agreement, such employees who are not members of the Union shall, commencing sixty (60) days after their employment or sixty (60) days after the effective date of this Agreement, whichever is later, pay a fair share fee to the Union for collective bargaining and contract administration services rendered by the Union as the exclusive representative of the employees covered by said Agreement, provided that the fair share fee shall not exceed the dues attributable to being a member of the Union. Such fair share fees shall be deducted by the Village from the earnings of non-members and remitted to FOP Labor Council. The Union shall periodically submit to the Village a list of the members covered by this Agreement who are not members of the Union and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit.

FOP Labor Council agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in *Chicago Teachers Union v. Hudson*, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee payers. Accordingly, the Union agrees to do the following:

- (a) Give timely notice to fair share fee payers of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.
- (b) Advise fair share fee payers of an expeditious and impartial decision-making process whereby fair share fee payers can object to the amount of the fair share fee.
- (c) Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payers to the amount of the fair share fee.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Union with respect to fair share fee payers as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the affected non-member and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

Section 3.4 Indemnity. The Union hereby indemnifies and agrees to save the Village harmless against any and all claims, demands, suits or other forms of liability that may 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, and shall reimburse the Village for all legal costs that shall arise out of, or by reason of, action taken or not taken by the Village in compliance with the provisions of this Article.

Section 3.5. Representation. At the employee's request, a Labor Council representative will be allowed to attend any investigatory interview, which the employee reasonably believes may lead to discipline. The interview shall not be unreasonably delayed to allow the employee an opportunity to have a Labor Council or union representative present.

Section 3.6. Communications Committee. At the request of either party, the designated Union Representative and the Director or their designees shall meet at least twice a year to discuss matters of mutual concern that do not involve negotiations. The designated Union Representative may invite other bargaining unit members (not to exceed two (2)) to attend such meetings. A Labor Council representative may also attend, with advance notice to the Village. The Director may invite other Village representatives (not to exceed two (2)) to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least seven (7) days prior to the date of the meeting. Such meetings shall be limited to:

- (a) Discussion on the implementation and general administration of this Agreement; and
- (b) A sharing of general information of interest to the parties.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "communications meetings." Nor shall such meetings be used for purpose of seeking to negotiate changes to the terms of this Agreement.

Attendance at such meetings shall be voluntary on the employee's part. Attendance at such meetings shall not interfere with required duty time. Attendance during duty time will be permitted only upon the prior approval of the Director or designee.

Section 3.7. Bulletin Board. The Village will make available bulletin board space on one (1) of the bulletin boards in the lower level of the Department for the posting of official

Union notices and information of a non-political and non-inflammatory nature. The Union will limit the posting of Union notices on Village premises to said bulletin board.

## ARTICLE IV

### PUBLIC SAFETY COMMISSION

Section 4.1. Public Safety Commission. The parties recognize that the Village of Glencoe Public Safety Commission 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 and impose disciplinary sanctions. Nothing in this Agreement is intended in any way to replace or diminish any such authority.

## **ARTICLE V**

### **HOURS OF WORK AND OVERTIME**

Section 5.1. Application of Article. This Article is intended only as a basis of calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per day, week, tour of duty, work period or year.

Section 5.2. Departmental Work Schedules.

- (a) Assignment to Police. Public Safety Officers working a police shift are normally assigned to a tour of duty that consists of twelve (12) hours, including a forty-five (45) minute paid meal period and two (2) fifteen (15) minute paid breaks. Employees remain subject to call during all break and meal periods. If an employee is not able to complete a break or meal period as a result of a call or the assignment of other duties, the remaining break or meal period shall be rescheduled for a later time in the same shift, and the rescheduling shall not result in the payment of overtime.
- (b) Assignment to Fire. Public Safety Officers working a fire shift are normally assigned a tour of duty that consists of a twenty-four and one quarter (24.25) hour shift, including two (2) one (1) hour paid meal breaks and two (2) fifteen (15) minute paid breaks. Upon returning from an emergency call or non-emergency assigned duty which has interrupted a meal period, employees shall be entitled to a full one (1) hour uninterrupted meal break if the call or assigned duty came in the first thirty (30) minutes of their meal period. If the call or assigned duty came during the second thirty (30) minutes of the meal period, employees shall be entitled to the remainder of their one (1) hour meal period.

Section 5.3. Normal Duty Cycle.

- (a) Assignment to Police. When assigned to Police Public Safety Duty, each twenty-four (24) hour day shall normally consist of two (2) twelve (12) hour shifts.

The work period for a Public Safety Officer assigned to Police Duty shall normally consist of twenty-eight (28) days and shall be composed of two (2) fourteen (14) day duty cycles. A duty cycle shall normally be the following: two (2) days on, two (2) days off, three (3) days on, two (2) days off, two (2) days on, three (3) days off.

- (b) Assignment to Fire. When assigned to Firefighter/Paramedic Public Safety Duty each duty shall normally be twenty-four and one quarter (24.25) hours, normally from 0645-0700 the following day. Any roll call attendance shall be within the twenty four and one quarter (24.25) duty period.

A work period for Firefighter Duty shall normally consist of twenty eight (28) days and shall be composed of a repeating cycle of: one (1) twenty-four (24) hour day on and two (2) twenty-four (24) hour days off.

All sworn Public Safety Officers shall sign a sleep time agreement upon hire using a form designated by the Village. Employees working a fire shift shall normally be provided at least five (5) hours of sleep time. Such sleep time need not be consecutive hours. Public Safety Officers who experience an interruption in designated sleep time (2300-0700) will be compensated at their regular rate of pay. Compensation will be for a minimum of one (1) hour or time actually worked. If the employee is unable to obtain a minimum of five (5) hours of sleep due to incident response or assigned duties during designated sleep time of each twenty-four (24) hour shift, the employee shall be paid their entire sleep time at their regular rate of pay.

The determination of whether the designated sleep time has been interrupted will be based upon incident response or assigned duties by the Director or his/her designee. Public Safety Officers who do not receive a minimum of 5 hours of sleep time must notify their Lieutenant prior to the end of the shift. Failure to submit written notification prior to the end of the shift will be considered an irrebuttable presumption that the individual officer received sleep time hours.

The fire shift assignment to non-emergency duties and responsibilities shall not extend to (2300-0700). Non-emergency duties and responsibilities are defined as: station arrest processing, prisoner checks and non-essential duties and/or projects as defined by the Director.

Section 5.4. Work Period. The 7(k) work period shall be 28 days.

Section 5.5. FLSA Considerations. For purposes of the Fair Labor Standards Act, the 7(k) work period for public safety officers is defined as two hundred twelve (212) hours with a work period of twenty-eight (28) days. Officers limited to working a police shift will have a 7(k) period of one hundred seventy-one (171) hours in a work period of twenty-eight (28) days.

Section 5.6. Adjustments to Duty Cycle. In order to reduce the hours of work in each duty cycle to eighty (80) hours while employees are assigned to Police Public Safety Duty, the Director of Public Safety will try to schedule an employee off duty for four (4) hours on one of the twelve (12) hour duty days during that work cycle. If it is not possible for the Director to schedule said off duty time during each work cycle, the employee shall be paid overtime at the rate of time and one half (1 ½) the employee's normal straight time hourly rate of pay for the four (4) hours of time. Off-duty time shall be scheduled during either the first four (4) hours of an employee's scheduled shift or during the final four (4) hours of the employee's scheduled shift. The four (4) hour off-duty time will be scheduled at the time of the posting of the schedule period and will not be applied to an employee who has taken sick, vacation or holiday time without the employee's written consent.

Section 5.7. Rate of Pay. For purposes of calculating a Public Safety Officer's hourly rate of pay, and overtime rate, the Public Safety Officer's annual salary will be divided by two thousand eighty (2080). That hourly rate shall be used for purposes of calculating overtime for all bargaining unit personnel.

Section 5.8. Shift Selection. Employees will identify their preferences, subject to the Director or his designee's right to schedule and balance the shift assignments, using the following procedure:

- (a) Four (4) blocks of three (3) twenty-eight (28)-day schedules. The twenty-eight (28) day schedules will normally be comprised of three (3) twenty-four (24) hour fire shifts (red, gold and black shift), two (2) 0700-1900 police shifts (A and B), and two (2) 1900-0700 police shifts (A and B). Shift selection will be based upon anniversary date with the Department.
- (b) Employees are eligible for picks provided they have completed probation at the time that schedule picks commence.
- (c) The five (5) top employees in seniority will pick two (2) blocks of schedules in the 1<sup>st</sup> round, one (1) block in the 2<sup>nd</sup> round, and none in the 3<sup>rd</sup> round.
- (d) Employees in the 6<sup>th</sup> to 10<sup>th</sup> position on the seniority list with the Village will pick one (1) block in the 1<sup>st</sup> round, two (2) blocks in the 2<sup>nd</sup> round and none in the 3<sup>rd</sup> round.
- (e) All remaining employees with more than five (5) years of seniority will pick one (1) block in the 1<sup>st</sup> round, one (1) block in the second round, and one (1) block in the 3<sup>rd</sup> round.
- (f) Any employee with five (5) years or less seniority at the time of the picks will pick one (1) block in the 1<sup>st</sup> round, none in the 2<sup>nd</sup> round, and none in the 3<sup>rd</sup> round.
- (g) Within thirty (30) days of the completion of the 3<sup>rd</sup> round, all blocks of schedules not selected by employees will be reviewed and assigned by the Director or his designee.
- (h) The department will maintain a minimum of four (4) schedules posted. Nothing in this section prohibits the Department from posting more than four (4) schedules at a time, and tentative schedules will not be considered posted schedules.
- (i) Following completion of the schedule selection process, officers will be allowed to request vacation time according to seniority. No more than two (2) officers can use benefit time on the same day on the same shift.
- (j) Employees assigned to investigations or other special assignments that are not expected to be assigned to either police or fire shifts for the duration of the upcoming schedule picks will be excluded from the foregoing procedure until reassigned to a patrol shift; and
- (k) The schedule picks for the following four (4) schedule blocks will commence at the beginning of the 3<sup>rd</sup> block of the current schedule. This is to ensure that all picks will be completed and schedules are posted in compliance with the requirement of a minimum of four (4) schedules being posted.

Notwithstanding the foregoing, the Director or his designee shall have the right to transfer employees to a shift or assignment in order to meet the operational needs and

management of the Department at any time, and/or to ensure that all employees maintain their skill set in all aspects of the position of Public Safety Officer. To ensure that employees are qualified for public safety compensation, employees will not normally work more than nine (9) months in either a police or a fire shift in any one (1) year period.

Section 5.9. Trading Shifts. Employees may request to trade shifts. Such request shall be made in writing and signed by the employees involved. Any request to trade shifts must be approved by the Shift Supervisor, and may not be unreasonably denied.

Section 5.10. Overtime. Employees will be paid one and one-half (1 1/2) times the employee's hourly rate of pay at any time the number of hours required to work exceeds the member's regularly scheduled work day. Overtime will also be paid for hours worked in excess of two hundred-and-twelve (212) in a twenty-eight (28) day period including hours paid for sick leave, holiday, or vacation. In order to receive overtime pay, employees must submit a completed overtime/special detail pay request form to their immediate supervisor for his/her approval.

Section 5.11. No Pyramiding. Compensation shall not be paid or compensatory time taken more than once for the same hours under any provisions of this Article or Agreement.

Section 5.12. Court Time. Employees who are required to attend criminal court outside their regularly scheduled work hours will be compensated at their overtime rate of pay for a minimum of three (3) hours.

The foregoing minimum guarantees shall not apply if court time is contiguous to (precedes or follows) an employee's working hours, either regularly scheduled or overtime, in which case the employee will be paid only for actual hours worked. This section does not apply to matters pending before the Public Safety Commission or any Administrative Proceeding concerning a personnel matter.

Section 5.13. Overtime Assignments. The Director of Public Safety or the Director's designee(s) shall have the right to require overtime work and employees may not refuse overtime assignments. The opportunity to work scheduled posted overtime will be distributed among employees according to the overtime rotation list. Unscheduled overtime will be distributed amongst officers based upon the overtime rotation list who respond within fifteen (15) minutes. In addition, notwithstanding the above, the Village retains the right to assign specific individuals to perform specific overtime assignments due to their qualifications or to complete work in progress. If an employee establishes that he/she has not received an overtime opportunity he/she should have, such employee may have first preference for the next overtime assignment.

Every January 1, an overtime rotation list based on seniority will be established.

Section 5.14. Call Back Pay. A call-back is defined as an official assignment of work which does not continuously precede or follow an officer's scheduled working hours. A call-back shall be compensated at one and one-half (1 1/2) times an employee's regular straight-time hourly rate of pay for all hours worked on call-back, with a two (2) hour minimum, except that if the employee is called back to rectify the employee's own error, such call-back time shall be

paid at straight-time rates and shall not be counted toward overtime hours. This section shall not be applicable to scheduled overtime.

An officer responding to a call back and reporting to the station within 20 minutes of a cancellation of a call back is compensated at the minimum pay rate. The Director of Public Safety may limit personnel assigned to call back responsibilities by operational needs.

Section 5.15. Compensatory Time. Officers may be granted upon their request and at the complete discretion of the Director, compensatory time off at the rate of one and one half (1 1/2) hours for every one (1) hour of overtime worked. Officers must obtain approval from the Director or the Director's designee in order to schedule compensatory time. In order to comply with the requirements of the FLSA, the Director may grant compensatory time when formulating Department work schedules.

Section 5.16. Paid-on-Call Firefighters. The Department may use paid-on-call firefighters for fire emergencies and may offer paid on call firefighters overtime once said overtime has been offered first to all full-time employees. Paid-on-call firefighters shall not be used to permanently replace full-time employees.

## ARTICLE VI

### GRIEVANCE PROCEDURE

Section 6.1. Definition. A “grievance” is defined as a dispute or difference of opinion concerning the interpretation or application of the express provisions of this Agreement raised by an employee (or by the Union pursuant to Section 6.7 of this Agreement) against the Village involving an alleged violation or misapplication of an express provision of this Agreement, but shall exclude any dispute or difference of opinion concerning the suspension, removal or discharge of an employee or any other action that is subject to the jurisdiction of the Village’s Public Safety Commission.

Section 6.2. 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 employee’s Lieutenant or an on-duty Lieutenant. The grievance shall contain a full statement of all relevant facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. To be timely, the grievance must be presented no later than ten (10) calendar days after the first act or event that is the basis of the grievance or ten (10) calendar days after the employee, through the use of reasonable diligence, should have had knowledge of the first act or event that is the basis of the grievance. The Lieutenant shall investigate and respond to the grievance in writing within ten (10) calendar days.

Step 2: If the grievance is not satisfactorily settled in Step 1, it may be appealed in writing to the Director of Public Safety or the Director’s designee, within ten (10) calendar days after a decision was rendered by the immediate supervisor in Step 1. Within ten (10) calendar days after presentation of the written grievance, the Director or the Director’s designee shall provide a written response.

Step 3: If the grievance is not settled in Step 2, the written grievance may be presented by the Union representative to the Village Manager, or the Village Manager’s designee, not later than ten (10) calendar days after the Public Safety Director, or the Director’s designee, replies to the grievance. The Village Manager or the Village Manager’s designee shall make such investigation of the facts and circumstances as he/she deems necessary, and shall meet with the employee and/or the Union representative within ten (10) calendar days of the receipt of the grievance. The Village Manager or the Village Manager’s designee will give a written answer to the grievance within ten (10) calendar days after the date of the meeting.

Section 6.3. Arbitration. A grievance not settled in Step 3 may be appealed by the Union to arbitration by serving on the Village, not later than twenty-one (21) calendar days after the date of the reply of the Village Manager or the Village Manager’s designee, a written request

to arbitrate. If the parties fail to agree upon an arbitrator to hear the grievance within fourteen (14) calendar days after receipt of the written request to arbitrate, they shall request the Federal Mediation and Conciliation Service (“FMCS”) to submit a panel of five (5) proposed arbitrators. The parties agree to request the FMCS to limit the panel to members of the National Academy of Arbitrators who reside in Illinois, Wisconsin, or Indiana. Each party may strike one (1) panel in its entirety and request that a new panel be submitted. The parties shall alternately strike names from the panel of arbitrators. Determination as to which party strikes the first name from the panel shall be made by coin toss. The person remaining shall be the arbitrator.

Section 6.4. Arbitrator’s Authority. The arbitrator shall consider and decide only the questions of fact raised by the grievance, as originally submitted at Step 1, and confirmed in writing at Step 2, as to whether there has been a violation, misinterpretation or misapplication of the express provisions of this Agreement. The arbitrator shall have no power or authority to render a decision (1) contrary to the express provisions of this Agreement, or (2) restricting, limiting or interfering in any manner with the powers, duties or responsibilities granted to or imposed on the Village under this Agreement, or applicable law. The arbitrator shall not have the power to amend, delete, add to or change in any way any of the terms of this Agreement or to impair, minimize or reduce any of the rights reserved to management under the terms of Article II or other terms of this Agreement. The arbitrator shall issue his or her award within thirty (30) calendar days of the close of the record or receipt of post-hearing briefs, whichever is later, provided that such time limit may be waived by mutual agreement between the parties. Any decision or award of the arbitrator rendered within the limitations of this Section 6.4 shall be binding upon the Union, the employee and the Village.

Section 6.5. Time Limits. If a decision is not rendered by the Village within the time limits provided for in this grievance procedure, the aggrieved employee, or the Union, may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step as provided above. If at any step the aggrieved employee or the Union does not submit the grievance or appeal the Village’s decision in the manner and time limits provided for in the grievance procedure, the grievance shall be considered settled on the basis of the last decision of the Village. The time limits at any level of the grievance procedure may be extended by mutual written agreement between the Union and the Village.

Section 6.6. Decision and Fee. The decision of the arbitrator, within the limits prescribed in this Article VI, shall be binding on all parties to the grievance, including the Village, the Union and the aggrieved employee. The fee and expenses of the arbitrator shall be borne equally by the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 6.7. Union Grievance. If the Union believes that the Village has violated a specific provision of this Agreement that concerns a specific Union right (e.g., dues check off, bulletin board, etc.), the Union may file a grievance on its own behalf in accordance with the provisions set forth in this Article, except that Union grievances shall be initially filed at Step 2 of the grievance procedure. The Union may also file grievances on behalf of individual members.

Section 6.8. Rights. No settlement or agreement shall be binding on the Union unless the Union has had the opportunity to be present and agree to such settlement. It is acknowledged that the Union has the right to exercise its discretion to refuse to process an employee grievance that the Union believes is not meritorious.

Section 6.9. Aggrieved Employee. An employee who files a grievance must have a direct interest in the outcome of the grievance as set out and determined by the provisions of this Agreement. Each grievance shall be considered a separate matter and shall be handled separately and distinctly. Separate grievances shall not be arbitrated together, except by mutual written agreement of the Village and the Union.

Section 6.10. Miscellaneous. No member of the bargaining unit serving as an officer-in-charge shall have any authority to respond on behalf of the Village 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 VII

### **NO STRIKE, NO LOCKOUT**

Section 7.1. No Strike. Neither the Union nor any of its officers or agents or any employee will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, slow-down, speed-up, concerted stoppage of work, concerted refusal to perform overtime or other work, concerted, abnormal or unapproved enforcement procedures or policies, work-to-the-rule situation, mass absenteeism, picketing or any other interruption or disruption of the operations of the Village, regardless of the reason for doing so. Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Union agrees to inform its members of their obligation under this Agreement and to direct them to return to work.

Section 7.2. 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 7.3. 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.

Section 7.4. Discipline of Strikers. Any employee who violates the provisions of Section 7.1 of this Article shall be subject to disciplinary action. Any disciplinary action taken by the Village against any officer who participates in any action prohibited by Section 7.1 shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance and arbitration procedure set forth in this Agreement, except the issue of whether the member actually engaged in prohibited activity may be challenged in the appropriate forum.

## **ARTICLE VIII**

### **HOLIDAY TIME**

Section 8.1. Holiday Time. Employees will receive ninety-six (96) floating holiday hours a year that are accrued at the rate of four (4) hours per pay period. In accordance with Village policy, a maximum of one hundred sixty (160) hours of unused holiday and vacation time may be carried over to the next fiscal year. Use of Holiday time must be approved by the Director of Public Safety or his designee. Holiday time may be used in one (1) hour increments.

Section 8.2. Holiday Pay. An employee who works as part of their regularly scheduled duty hours will receive compensation for an additional one half (1/2) of their regularly scheduled shift, as determined by the work schedule, for working the following holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; the Day after Thanksgiving Day; and Christmas Day.

This provision for added compensation only applies to regularly scheduled work hours.

Section 8.3. Holiday Holdover Pay. On a recognized holiday, any employee held over beyond their regular shift shall be paid at double time their straight time hourly rate of pay for all holdover hours worked.

Section 8.4. Holiday Hours Defined. Holiday hours are defined as the twenty-four (24) hour period beginning at 0700 hours on the day of the holiday and continuing until 0659 the following day.

## **ARTICLE IX**

### **VACATIONS**

Section 9.1. Vacation Eligibility and Allowances. Vacation time shall be earned and accrued per pay period as follows:

- (a) 1-5 years of service = 3.33 hours
- (b) 6 years of service = 3.67 hours
- (c) 7 years of service = 4 hours
- (d) 8 years of service = 5 hours
- (e) 9 years of service = 5 hours
- (f) 10 years of service = 5 hours
- (g) 11 years of service = 5.33 hours
- (h) 12 years of service = 5.67 hours
- (i) 13 years of service = 6 hours
- (j) 14 years of service = 6.33 hours
- (k) 15 years of service = 6.67 hours
- (l) 20 years of service = 7 hours
- (m) 21 years of service = 7.33 hours
- (n) 22 years of service = 7.67 hours
- (o) 23 years of service = 8 hours
- (p) 24+ years of service = 8.33 hours

Personnel assigned to 24.25 hour shifts will normally be assessed sixteen (16) hours of vacation for every one (1) twenty-four and one quarter (24.25) period taken for vacation time.

Section 9.2. Vacation Pay. Vacation pay will be paid at employee's regular straight-time hourly rate as in effect on the payday immediately preceding the vacation.

## ARTICLE X

### SENIORITY, LAYOFFS AND RECALLS

Section 10.1. Seniority. Unless stated otherwise in this Agreement, seniority for the purpose of this Agreement shall be defined as an officer's length of continuous full-time service in rank with the Village since the officer's last date of hire as a public safety officer. Seniority shall not include periods of unpaid leave time in excess of thirty (30) days except for approved use of FMLA. If two employees are hired on the same date, the tie shall be resolved based upon the employee's placement on the initial Village eligibility list, with the higher ranking employee being more senior.

Section 10.2. Probationary Period. The probationary period shall be twenty-four (24) months in duration from the first day of employment. The probationary period may be extended by the Village in its sole discretion for a period not to exceed an additional six (6) months. Time absent from duty in excess of thirty (30) calendar days annually, excluding vacation, personal days, sick leave and holiday time off, shall not apply towards satisfaction of the probationary period. During the probationary period, an officer is subject to discipline, including discharge, without cause and with no recourse to the grievance procedure or the Public Safety Commission. Otherwise, probationary employees shall be covered by the provisions of this Agreement.

Section 10.3. Layoffs. Where there is an impending layoff of employees covered by this Agreement, the Village shall, if practicable, give both the Union and the affected employees at least thirty (30) days' notice of the effective date of the layoff. The Union will be provided with the names of the employees to be laid off. Probationary employees, temporary and part-time employees shall be laid off first, then non-probationary employees will be laid off in accordance with their length of service as provided in Illinois Statute, 65 ILCS 5/10-2.1-18, as amended.

Section 10.4. Recall. Employees who are laid off shall be placed on a recall list for a period of two (2) years or the employee's length of service, whichever is less. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff. Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall and notice of recall shall be by certified or registered mail with a copy to the Union, provided that the employee must notify the Public Safety Director or the Director's designee of the employee's intention to return to work within seven (7) calendar days after service of the notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Public Safety Director with the latest mailing address. If an employee fails to respond in a timely manner to a recall notice, the employee's name shall be removed from the recall list.

Section 10.5. Effects of Layoff. During the period of time that non-probationary employees have recall rights as specified above, the following provisions shall be applicable to any non-probationary employees who are laid off by the Village:

- (a) An employee shall be compensated for any earned but unused vacation days.
- (b) An employee shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for single and, if desired, family coverage.
- (c) If an employee is recalled, the amount of accumulated sick leave days that the employee had as of the effective date of the layoff shall be restored.
- (d) Upon recall, the employee's seniority shall be adjusted by the length of the layoff.

Section 10.6. Posting of Seniority List. The Village agrees to post on or about January 1<sup>st</sup> of each new calendar year, a list containing the names of officers who are covered by this Agreement, in order of seniority from last date of hire in a position covered by this Agreement. 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 Union's receipt of the list. Timely disputes raised under this Section shall be subject to the grievance procedure contained in this Agreement.

Section 10.7. Termination of Seniority. Seniority and the employment relationship shall be terminated for all purposes, if the employee:

- (a) quits;
- (b) is discharged;
- (c) voluntarily retires or is retired;
- (d) fails to report to work at the conclusion of an authorized leave or authorized vacation unless there are proven extenuating circumstances beyond the employee's control that prevent notification to the Village;
- (e) is laid off and fails to notify the Director or his designee of his intention to return to work as set forth in recall Section 10.4 of this Article;
- (f) is laid off for a period in excess of two (2) years, or the employee's length of service, whichever is less;
- (g) is absent for two (2) consecutive working days without authorization unless there are proven extenuating circumstances beyond the employee's control that prevent notification to the Village.

## **ARTICLE XI**

### **SICK LEAVE**

Section 11.1. Sick Days Earned. Members of the Department are granted sick leave based upon the member's work schedule:

- (a) Employees assigned to a twenty-four and one quarter (24.25) shift for five (5) or more twenty-four and one quarter (24.25) hour duty days in a calendar month earn twelve (12) hours of sick leave per month.
- (b) Employees assigned to an eight (8) or twelve (12) hour shift, or a twenty-four and one quarter (24.25) hour shift with less than five (5) twenty-four (24) hour duty days in a calendar month earn eight (8) hours of sick leave per month.

Section 11.2. Sick Leave Accumulation. Sick leave will not be paid out except pursuant to the terms of an approved retiree health savings plan administered by the Village.

Section 11.3. Sick Leave Utilization. Employees may be entitled to use any or all accumulated sick leave hours with pay if and when needed or authorized. Such authorized absence from duty shall be charged against the sick leave credits of the employee.

Employees must notify the Public Safety Supervisor as far in advance as possible, but no less than two (2) hours prior to the time set for an employee's regularly scheduled working hours, in order to utilize their accrued paid sick leave.

When absent for more than two (2) consecutive work shifts based upon assignment, an employee may be required to provide a doctor's certificate. A doctor's certificate may also be required in cases where a Department member is absent from duty the day before, the day after or in conjunction with scheduled benefit time, or when the Department determines there is a need to verify the illness and/or the absence from duty. An employee may utilize two (2) accrued sick days (up to twenty-four (24) hours) away from work charged as sick days because of the illness of the employee's husband, wife, father, mother, son or daughter.

Personnel assigned to twenty-four and one quarter (24.25) hour shifts shall only be charged for sixteen (16) hours of sick time. An employee may receive two (2) days (up to twenty-four (24) hours) away from work charged as sick days because of the birth or adoption of a child, when the employee is not otherwise subject to the guidelines for maternity leave.

Section 11.4. Sick Leave Abuse. The Village retains the right to take corrective steps to deal with abuse of sick leave or if an employee has prolonged and/or frequent and regular absences which hinder the performance of their duties. Such corrective steps may include medical consultations, fitness for duty examinations, and informal or formal disciplinary action including dismissal.

## ARTICLE XII

### ADDITIONAL LEAVES OF ABSENCE

Section 12.1. Unpaid Discretionary Leave. The Village may grant, in its sole discretion, a leave of absence under this Article to any bargaining unit employee. The Village shall set the terms and conditions of the unpaid leave. All requests for such leave must be submitted in writing by the employee via the Director of Public Safety to the Village Manager. Such leave will be granted only when it is not detrimental to the best interests of the Village. Unpaid discretionary leave is leave that is in addition to leave under the Family and Medical Leave Act. FMLA is taken concurrently with any paid benefit time.

Section 12.2. Application for Unpaid Discretionary Leave. Any request for an unpaid leave of absence is to be submitted in writing by the employee to the Director of Public Safety or his designee as far in advance as practicable and shall state the reason for the leave and the approximate length of time off the employee seeks. Authorization, if granted, will be furnished to the employee by the Village in writing. No benefits will accrue during an unpaid leave of absence and there will be no guarantee of reinstatement to a position at the end of the leave. An employee's failure to return from an authorized leave of absence shall be considered a voluntary termination of employment. Employees will be allowed to participate in the Village's group health insurance provided they pay 100% of the cost of the health insurance.

Section 12.3. 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. Employees who engage in employment elsewhere during such leave may be subject to immediate discipline, including without limitation, termination.

Section 12.4. Military Leave. Military leave will be granted in accordance with applicable laws in effect at the time of the request. These statutes are not incorporated herein by reference.

Section 12.5. Bereavement Leave. In the event of a death of a member of the immediate family of an employee, the employee will be granted time off based on assignment at the time of leave (one (1) twenty-four (24) hour shift; or two (2) twelve (12) hour shifts; three (3) eight (8) hour shifts) with pay. For the purposes of this Section, immediate family shall be defined as the spouse, parents, grandparents, grandchildren, children, siblings, parent-in-law, domestic partner of the employee and/or the employee's spouse. The Village retains the right to require documentation concerning the death of any immediate family member. Bereavement leave can be extended on a day-to-day basis at the discretion of the Director. The Director may also approve use of vacation and holiday time for purposes of granting additional bereavement leave.

Section 12.6. Line of Duty Injury. Benefits under the Public Employer's Disability Act will be granted in accordance with applicable laws in effect at the time of the request. This statute is not incorporated herein by reference.

Section 12.7. Light Duty. The Director, with Village Manager's approval, may offer or assign (for work-related injuries) light duty to employees where the best interests of the Village are served. The employee must provide a physician's statement in order to be qualified to perform light duty work. All light duty assignments are temporary, and may be discontinued by the Director of Public Safety, with the Village Manager's approval. Termination of a light duty assignment will not be made in an arbitrary or capricious manner. Light duty assignments for work-related injuries shall take priority over light duty assignments for non-work-related injuries.

Section 12.8. Jury Duty. Any employee who is called for or selected to serve on a jury trial shall receive their usual rate of pay for every scheduled day of work missed because of jury duty, provided the stipend received for jury duty on these days is submitted to the Village Finance Department. Leave for jury duty will not be charged against the employee's annual leave or sick leave and all benefits will continue to accumulate during each day of jury duty leave.

Section 12.9. Pregnancy Duty. Upon request of a pregnant employee, the Director may grant a temporary transfer to a less strenuous or hazardous position, if such request can be reasonably accommodated by the Employer. A physician's certification denoting the need for said transfer must be supplied by the employee. Pregnant employees may also work overtime if such overtime assignment is consistent with the employee's work restrictions and with the approval of the Director of Public Safety.

## **ARTICLE XIII**

### **WAGES**

Section 13.1. Wage Schedule. Employees shall be compensated in accordance with the wage schedule set forth in Appendix "A", attached hereto and incorporated herein by reference.

Section 13.2. Public Safety Compensation. Employees who obtain and maintain the minimum requirements of training and performance (police, fire, EMT) are eligible to obtain "public safety pay" of \$1,250 payable on the first payroll cycle of each fiscal year.

Section 13.3. Paramedic Compensation. In recognition of the responsibilities associated with the performance of paramedic duties, sworn personnel upon obtaining state licensure and maintaining the minimum requirements of training and performance of paramedic (EMT-P) are eligible to receive "paramedic pay" in the amount of \$2,000 payable on the first payroll cycle of each fiscal year.

Section 13.4. Field Training Officer. Employees designated as a Field Training Officer (FTO) shall receive one (1) additional hours of pay at time-and-one-half (1 1/2) times their regular rate of pay for each day of training consisting of at least one-half (1/2) of the FTO's scheduled shift.

Section 13.5. Retroactivity. Wages on all compensable hours shall be retroactive to March 1, 2013 for all individuals who are members of the bargaining unit at the time of ratification.

Section 13.6. Longevity. Employees with a minimum of five (5) years of service will receive a longevity bonus in the amount of \$125 per year of employment. The bonus will be paid annually by a separate check during the first week of December.

## ARTICLE XIV

### UNIFORMS AND EQUIPMENT

Section 14.1. Uniform Allowance. Upon being hired by the Village, officers shall receive their initial issue of uniforms and equipment. Each uniformed employee shall receive have an annual uniform allowance of \$700 per fiscal year payable on the first payroll cycle of the fiscal year , to purchase approved uniform and equipment items using vendors specified by the Village. The Director of Public Safety shall maintain a list of approved uniform items and equipment and approved vendors. Such annual uniform allowance shall be pro-rated if the employee is employed for less than a year.

The Village will provide bullet-resistant vests, which shall be a minimum of Level IIA as existing vests are replaced pursuant to the existing replacement schedule, to employees at Village expense and such vests must be worn by employees while on uniformed duty. Such vests will normally be replaced five (5) years after date of issuance to the employee, or earlier if necessary due to physical damage to the vest, or per the manufacturer's specified replacement schedule. Upon separation from service, all uniforms, clothing, and equipment shall be returned to the Department and the employee shall not be held liable for any returned gear that has wear or damage due to normal use and operation. Officers shall maintain their equipment and uniforms in a safe, serviceable, and neat appearing manner.

Turn out gear will be replaced by the Village at no cost to the employee and shall not be considered part of the uniform allowance. Turn out gear will normally be replaced five (5) years after date of issuance to the officer, or earlier if necessary due to physical damage, or per the manufacturer's specified replacement schedule.

Officers are responsible for maintaining a professional appearance and reporting for duty in a Village approved uniform. Failure to report for duty in an approved uniform shall subject the officer to disciplinary action.

Department members assigned to investigations or specialized teams requiring specific uniforms (NORTAF, NIPAS, MABAS) shall be issued their initial set of uniforms and equipment at the time of appointment to the specialized assignment. These uniforms shall be maintained by the Village at no cost to the officer and shall not be considered part of the uniform allowance. These uniforms and equipment shall be replaced at the discretion of the Public Safety Director.

Section 14.2. Uniform Changes. In addition to the above, the Village agrees that any changes to the uniform presently being worn will be provided for by the Village. This includes any departmental uniform changes and any new equipment.

Section 14.3. Replacement of Damaged Uniform. The Village agrees to replace the uniform of an officer which is damaged as a result of the officer's duties, excluding ordinary wear and tear. The incident shall be documented to officer's immediate supervisor prior to the end of the officer's shift during which the damage occurred.

## ARTICLE XV

### EDUCATION AND TRAVEL

Section 15.1. Schools, Seminars and Conferences. Registration fees for mandatory attendance at any school, seminar or conference shall be paid by the Village.

Section 15.2. Tuition Reimbursement. Subject to funds being budgeted and allocated within the Department's budget, the Village may, upon prior request and approval, provide reimbursement for costs for undergraduate and graduate tuition, course fees, and books for an employee taking courses in accredited programs in accredited institutions of higher education, subject to the following provisions:

- (a) The individual course or degree-related course of study must be job-related to an employee's present or future job responsibilities in the Department.
- (b) The officer must request the approval of the Director by the date established by the Director for any courses to be taken in the applicable fiscal year.
- (c) The course must be completed and the employee must receive a grade of B or better for one hundred percent (100%) reimbursement. There is seventy-five percent (75%) reimbursement for a grade of C for undergraduate courses. There is no reimbursement of a grade below C for undergraduate courses or a grade below B for graduate courses.
- (d) The officer must still be actively employed at the time of completion of the course.
- (e) Tuition reimbursement shall not exceed the cost of tuition to take the same course or program at the nearest public college or university offering the course or program. This limitation may be waived in writing by the Village.
- (f) Officers shall receive reimbursement within thirty (30) days from submission of proof of completion of the course and the final grade achieved to the Village.

If an officer voluntarily leaves the Village within three (3) years of the time of reimbursement the employee must pay back the Village for the reimbursement.

Section 15.3. Travel Expense Reimbursement. When an officer of the Village is on Village business and shall be required to be outside the Village limits pursuant to said duty for training, pick-up and/or delivery of prisoners, or out-of-state travel on Village business, but excluding travel to court, said employee shall be reimbursed for expenses in the following manner:

- (a) Should an officer use his/her personal vehicle to travel to and from the training location because a Village vehicle is not available, said officer shall receive mileage reimbursement at the rate per mile allowed by the Internal Revenue Service for any miles traveled to and from the training location, measured from the Village Hall;

- (b) If an officer is required to utilize overnight lodging, the officer shall be eligible for reimbursement assuming such lodging has been approved by the Village in advance;
- (c) The officer will be reimbursed up to a maximum amount of \$40 per day for meals, allocated as \$10 for breakfast; \$10 for lunch; and \$20 for dinner.

In order for an officer to be eligible for the above reimbursements, including meals, mileage and lodging, the officer shall provide the Village with written receipts for meals and lodging and an expense report for the mileage and said officer shall have received previous written approval from the Director or the Director's designee for incurring said expenses.

## ARTICLE XVI

### HEALTH AND LIFE INSURANCE

#### Section 16.1. Insurance Contributions.

- (a) An employee electing single coverage shall pay 11.6% of the premium cost for such medical coverage, and the Village shall pay the remainder. An employee electing family coverage, i.e., coverage for the employee and his/her eligible dependents, shall pay 11.6% of the premium cost for such medical coverage, and the Village shall pay the remainder.

An employee electing single coverage shall pay 11.6% of the premium cost for dental coverage, and the Village shall pay the remainder. An employee electing family coverage, i.e., coverage for the employee and his/her eligible dependents, shall pay 11.6% of the premium cost for dental coverage, and the Village shall pay the remainder.

During the term of this Agreement, the Village may increase or maintain drug card co-pays to \$10 (generic), \$15 (formulary), and \$40 (non-formulary), so long as such changes are also applied to non-bargaining unit Village employees covered by the applicable medical plan at the same time, i.e. the same drug card benefits and co-pays shall be instituted for all such covered Village employees. A doctor visit co-pay of \$20 per visit shall apply for employees covered by the HMO.

- (b) Vision Insurance or benefit shall remain in effect, said coverage being available only to employees electing the HMO option.
- (c) The Village agrees to advise employees who leave the employ of the Village of their right under federal law to continue insurance coverage.

Section 16.2. Right to Select Coverage. In recognition of the desirability of maintaining a uniform medical insurance policy or plan Village-wide with respect to employee insurance benefits and notwithstanding the foregoing provisions contained in this Article, the parties agree that if the Village makes any changes, modifications, or improvements with respect to any of the health insurance benefits (including, but not limited to, changes in carrier, benefit levels, deductibles, co-pays, drug card co-pays or cost containment changes) that are applicable to all other full-time non-represented Village employees generally, then such changes, modifications, or improvements shall likewise be applicable to the employees covered by this Agreement on the same terms and that they are applicable to other full-time non-represented Village employees generally (e.g., if full-time regular non-bargaining unit employees are required to pay a higher deductible under the medical plan, then bargaining unit employees shall automatically be subject to the same higher deductible at the same time.). Before instituting significant plan design changes pursuant to this Section, the Village will offer the Union the opportunity to provide advisory input.

Consistent with the foregoing, no group of full-time non-represented Village employees shall have a more favorable medical or dental insurance policy or plan than employees in the bargaining unit, nor shall any such group contribute less towards the cost of such coverage.

Section 16.3. Health Maintenance Organization ("HMO"). Each bargaining unit employee will have the option of enrolling in an HMO selected by the Village in accordance with applicable law in lieu of participating in the Village's plan provided for in Section 15.1.

Section 16.4. Line of Duty Death. In addition to that provided under state law, the Village will provide ten thousand dollars (\$10,000) to the estate of any officer of the Public Safety Department killed in the line of duty. The funds shall be used to defray or reimburse all reasonable funeral and burial expense.

Section 16.5. Life Insurance. The Village shall provide each full-time employee covered by the terms of this Agreement with term Life and Accidental Death & Dismemberment Insurance in the amount equal to \$75,000.

## ARTICLE XVII

### EMPLOYEE TESTING

Section 17.1. Statement of Village Policy. It is the policy of the Village of Glencoe that the public has the right to expect persons employed by the Village to be free from the effects of drugs and alcohol. The Village, as the Employer, has the right to expect its employees to report for work fit and able for duty.

Section 17.2. Prohibitions. Employees shall be prohibited from:

- (a) consuming or possessing alcohol (unless in accordance with duty requirements) or illegal drugs at any time during the work day, immediately before duty, or anywhere on any Village premises or job sites, including all Village buildings, properties, vehicles and the officer's personal vehicle while engaged in Village business;
- (b) working while under the effect of detectable intoxicants (alcohol<sup>1</sup> and/or drugs) to the degree that it renders the member incapable of performing their;
- (c) illegally selling, purchasing or delivering any illegal drug during the work day or on the Village's premises or at any time;
- (d) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Violation of any of the foregoing prohibitions or the failure to submit and cooperate in testing as provided in this Article shall be cause for discipline, up to and including termination.

Section 17.3. Drug and Alcohol Testing Permitted. Where the Village has reasonable suspicion to believe that an employee is then under the influence of alcohol or illegal drugs during the course of the work day, the Village shall have the right to require the officer to submit to alcohol or drug testing as set forth in this Agreement. At least one supervisor must certify their reasonable suspicions concerning the affected officer prior to any order to submit to the testing authorized herein. Drug and alcohol testing may also be required where the officer is involved in a motor vehicle accident where the following is present:

- (a) A fatality occurs; or
- (b) "Great bodily harm" occurs.

In addition, the Village may require officers to submit to a random urinalysis test on a random basis at a time and place designated by the Village. Random testing shall be not be conducted more than twice annually absent agreement by the individual or reasonable cause for such testing.

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<sup>1</sup> See DOT, 49 CFR §40.305(a).

The foregoing shall not limit the right of the Village to conduct such tests as it may deem appropriate for persons seeking employment as public safety officers prior to their date of hire, for public safety officers returning from an extended leave, or for public safety officers prior to promotion to another rank or position in the Department.

Section 17.4. Order to Submit to Testing. At the time an officer is ordered to submit to testing, the officer may request in writing, a written order for testing. Refusal to submit to such testing may subject the officer to discipline, up to and including termination, but the officer's taking of the test shall not be construed as a waiver of any objections or rights that the officer may have.

Section 17.5. Tests to be Conducted. In conducting the testing authorized by this Agreement, the Village shall:

- (a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act, as amended;
- (b) ensure that the laboratory or facility selected confirms to all SAMHSA standards, as amended;
- (c) provide each officer tested with a copy of all information and reports received by the Village in connection with the testing and the results. The results of any positive tests shall be made available to the Village;
- (d) ensure that no officer is relieved from duty without pay during the pendency of any testing procedure. Any such temporary reassignment or relief from duty shall be immediately discontinued in the event of a negative test result unless there is another basis for the reassignment or relief from duty.

Section 17.6. Right to Contest. The Labor Council or officer, with or without the Labor Council, shall have the right to contest the basis for the order to submit to the test, unless the test is a random test, or to file objections to the reliability or accuracy of the test concerning any portion of the test as provided in Section 17.5. The right to contest any action taken by the Village under this section of the Agreement is subject to the disciplinary section of the parties' Agreement.

Section 17.7. Voluntary Requests for Assistance. The Village shall take no adverse employment action against an officer for voluntarily seeking treatment for an alcohol related problem, provided such request is made before an officer is directed to submit to a drug and/or alcohol test under this Agreement and no other basis for discipline exists. The Village may reassign the officer with pay if he is then unfit for duty in his current assignment, provided appropriate work is available, as determined by the Village, or the Village may allow the officer to use paid benefit time. If no paid time is available, the Village may place the officer in an unpaid status. The Village shall make available through its Employee Assistance Program a means by which the officer may obtain referrals and/or treatment.

Section 17.8. Discipline. If an officer tests positive for the use of an illegal drug, consumes alcohol while on duty, or is under the influence of alcohol while on duty, the Village

can take disciplinary action subject to the disciplinary provisions of the Agreement. The illegal use, sale or possession of illegal drugs at any time while employed by the Village, 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 up to and including termination of employment.

Section 17.9. First Offense-Alcohol. This section applies to the first instance an officer is found to be under the influence of alcohol provided there is no other basis for discipline. This section also applies to all officers who voluntarily seek assistance with alcohol-related problems as provided in Section 7 of this Article. Officers in these two categories shall not be subject to any disciplinary or other adverse employment action by the Village provided there is no other basis for disciplinary action and the officer fulfills the following requirements:

- (a) the officer agrees to and participates in appropriate treatment as determined by the physician(s) involved;
- (b) the officer discontinues their abuse of alcohol;
- (c) the officer completes the course of treatment prescribed, including an “after-care” group for a period of up to twelve (12) months;
- (d) the officer agrees to random testing during hours of work, during the period of “after-care” and
- (e) the officer passes a fitness for duty examination.

Employees who do not agree to or who do not act in accordance with the foregoing, or who test positive a second or subsequent time for the presence of alcohol during the hours of work shall be subject to discipline, up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the Village to retain an officer on active status throughout the period of rehabilitation if it is appropriately determined that the officer’s current use of alcohol or drugs prevents such individual from performing the duties of a public safety officer or whose continuance on active status would constitute a direct threat to the property or safety of others. Such officers shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence, at the officer’s option, pending treatment. The foregoing shall not limit the Village’s right to discipline officers for misconduct, other than alcohol, provided such discipline shall not be increased or imposed due to alcohol abuse.

## **ARTICLE XVIII**

### **MISCELLANEOUS PROVISIONS**

Section 18.1. Ratification and Amendment. This Agreement shall become effective when ratified by the Union and then the Village Board and when signed by authorized representatives thereof, and may be amended or modified during its term only with the mutual written consent of both parties.

Section 18.2. Impasse Resolution. Upon the expiration of this Agreement the remedies for the resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended.

Section 18.3. Application of Agreement to Multi-Jurisdictional Task Force and Other Special Assignment Employees. Officers who may be assigned to a multi-jurisdictional task force or to any other 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 directives 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 the Agreement. Without in any way limiting the generality of the foregoing, the practice, policies, procedures and directives of such task force or other agency applicable to hours of work and overtime shall be deemed to supersede inconsistent or contrary provisions of Article V (Hours of Work and Overtime) of this Agreement.

Section 18.4. No Solicitation. The Union agrees that no bargaining unit member(s) will solicit, or assist in any way in the solicitation of, any person or entity for contributions on behalf of the Glencoe Public Safety Department, the Village of Glencoe or for any person or entity affiliated in any way with the Village. Nor shall any bargaining unit members use the Village name, shield or insignia, communications systems, supplies and materials for solicitation of any type or kind. In addition, no bargaining unit members may aid or assist others in the use of the Village name, shield or insignia, communications systems, supplies and materials for solicitation of any type or kind. The only exception shall be for charitable solicitation efforts and FOP Lodge 136 only, and then only to the extent approved in advance by the Public Safety Director or his/her designee.

Section 18.5. Outside Employment. Officers may engage in outside or secondary employment as permitted by the Department's Secondary Employment policy, upon approval by the Director of Public Safety. Such approval will not be unreasonably withheld or rescinded. The parties acknowledge that work for the Village of Glencoe is the officer's primary employment and that secondary employment shall not negatively impact the employee's ability to perform their duties and responsibilities and/or the Department.

Section 18.6. Fitness for Duty. If the Village reasonably believes that a bargaining unit employee is not fit for duty (or fit to return to duty following a leave of absence), the Village may require, after giving the affected employee written notice, at its expense, that the employee have a medical examination and/or psychological examination by a qualified and licensed physician and/or psychologist selected by the Village. The employee may, under such circumstances, present a certification of fitness from his/her own physician and/or psychologist to the physician and/or psychologist selected by the Village for his/her consideration in making the determination of the employee's fitness for duty. The foregoing requirement shall be in addition to any requirement that an employee provides at his/her own expense a statement from his/her doctor upon returning from sick leave or disability leave. If it is determined that an employee is not fit for duty, the employee may be placed on sick leave or may use any paid benefit time (or unpaid medical leave if the employee does not have any paid benefit time), or the Village may take other appropriate action. The right to contest any action taken by the Village under this section of the Agreement is subject to the disciplinary appeal section of the parties' Agreement.

Section 18.7. Physical Fitness Program. The Village will maintain and/or modify a reasonable physical fitness program which may include individualized goals and/or incentives. Before any new program is implemented, the Village shall review and discuss the program at a meeting of the Communications Committee. Until a new program is implemented, all discipline for failure to meet standards will be discontinued.

Section 18.8. Uniform Peace Officers' Disciplinary Act. The Village agrees to comply with the legal requirements of the Uniform Peace Officers' Disciplinary Act. 50 ILCS 725, *et seq.* or as amended, regardless of the duties, responsibilities or assignment of the Public Safety member as they pertain to the police, fire or EMS services provided by the Department.

Section 18.9. Right of Entry. After reasonable notice to the Director or his designee, authorized representatives of the Labor Council shall have reasonable access to the property of the Village during working hours to converse with union members provided that the union member is on authorized break time and it does not interfere with the officer's ability to perform their duties and/or respond to all calls.

Section 18.10. Activity During Work Hours. Reasonable time while on duty shall be permitted to a Labor Council steward for the purpose of aiding or assisting or otherwise representing officers in the handling and processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of pay.

In addition officers shall, after giving appropriate notice the Village, be allowed reasonable time off, during work hours to attend grievance hearings or grievance meetings,

labor-management meetings, or other meetings with the Village, at the premises of the Village, if by virtue of their position with the Labor Council, their attendance is necessary. Employees shall be allowed to use applicable and available benefit time for purposes of these meetings.

Section 18.11. Labor Council Negotiating Team. Members designated as being on the Labor Council negotiating team who are scheduled to work on a day which negotiations will occur, shall for the purpose of attending scheduled negotiations, be allowed to take a duty trade or use benefit time to attend negotiations. If a designated Labor Council negotiating team member is on regular day-off status on the day of negotiations, he will not be compensated for attending the session.

Section 18.12. Employer Responsibility. The Village shall comply with its legal obligations to indemnify public safety employees acting within the course and scope of their employment provided the employee cooperates with the defense of the Village in any litigation. This provision is not subject to the grievance procedures.

Section 18.13. Just Cause Standard. No non-probationary employee covered by this Agreement shall be disciplined without cause.

Section 18.14. Corrective Discipline. The Village recognizes the basic tenets of progressive and corrective discipline and, where appropriate, will follow a policy of progressive discipline for occurrences or disciplinary infractions. The seriousness of any infraction, however, will dictate the appropriate level of discipline. Officers may be counseled and such counseling does not constitute formal discipline action, although such counseling may be used as the basis for initiating future progressive discipline.

Section 18.15. Pre-Discipline Meeting. Before discipline is imposed, the Village shall convene a pre-discipline meeting between the officer and the Director or his designee, to discuss the basis for the imposition of discipline. The officer shall be given an opportunity to provide any information the officer believes should be considered prior to the imposition of discipline. The officer may also have Labor Council representation at such meeting. At the meeting or no later than with the implementation of discipline, the officer will be provided with information concerning the process of appealing the discipline.

Section 18.16. Personal Assets. No employee shall be required or requested to disclose any item of his property, income, assets, source of income or assets, debts or personal or domestic expenditures (including those of any member of his family or household) in the absence of a reason to do so or as required by law.

Section 18.17. Release of Information. No photograph or personal information about an officer will be disclosed by the Village to the media or general public at any time during the term of this contract, unless the officer approves of such disclosure in advance of its release. Such disclosures will also include an officer's home address and home and cell phone number.

Section 18.18. Firearms Training or Qualifications. For the purposes of firearms training or firearms qualifications, subject to discretion of the Director, the Village shall provide all ammunition required for duty weapons and/or weapons carried by Public Safety Officers, at no cost to the officer.

## **ARTICLE XIX**

### **STATUTORY RIGHTS**

Section 19.1. Personnel Files. The Village agrees to abide by the lawful requirements of the “Personnel Records Review Act,” 820 ILCS 40/1 – 40/13, as amended.

Section 19.2. Non-Discrimination. The Village and the Union agree not to discriminate against any employee covered by this Agreement in a manner which would violate federal or state laws on the basis of race, sex, creed, religion, color, marital status, age, national origin, disability and union activities or non-union activities. Other than Union activity, any alleged violation of this provision shall be processed through the applicable state or federal agency, and shall not be subject to the grievance procedure contained herein.

## **ARTICLE XX**

### **SAVINGS CLAUSE**

Section 20.1. Savings Clause. In the event any Article, Section or portion of this Agreement shall be held invalid and unenforceable by any board, agency or court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified in the board, court or agency decision; and, upon issuance of such a decision, the Village and the Union agree to notify one another and to begin immediately negotiations on a substitute for the invalidated Article, Section or portion thereof. Disputes over a substitute provision shall be resolved in accordance with the statutory impasse resolution procedures, to the extent it pertains to a mandatory subject of bargaining.

## **ARTICLE XXI**

### **ENTIRE AGREEMENT**

Section 21.1. Entire Agreement. This Agreement constitutes the complete and entire Agreement between the parties and concludes the collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. The parties acknowledge that during the negotiations that 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. Accordingly, the Village and the Union, for the duration of this Agreement, each voluntarily 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.

**ARTICLE XXII**

**TERMINATION**

Section 22.1. Termination. This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 2359 on February 28, 2017. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one-hundred-eighty (180) 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 one-hundred-fifty (150) days prior to the anniversary date.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

ILLINOIS FOP LABOR COUNCIL	THE VILLAGE OF GLENCOE, ILLINOIS

**APPENDIX A**

**Current Officers**

<b><u>Step</u></b>	<b><u>Current</u></b>	<b><u>3/1/2013</u></b> 2.0%	<b><u>3/1/2014</u></b> 2.0%	<b><u>3/1/2015</u></b> 2.5%	<b><u>3/1/2016</u></b> 2.5%
Starting	\$60,000.00	\$61,200.00	\$62,424.00	\$63,984.60	\$65,584.22
6 mths	\$62,124.00	\$63,366.48	\$64,633.81	\$66,249.65	\$67,905.90
12 mths	\$65,177.00	\$66,480.54	\$67,810.15	\$69,505.40	\$71,243.04
18 mths	\$68,229.00	\$69,593.58	\$70,985.45	\$72,760.09	\$74,579.09
24 mths	\$71,282.00	\$72,707.64	\$74,161.79	\$76,015.84	\$77,916.23
30 mths	\$74,333.00	\$75,819.66	\$77,336.05	\$79,269.45	\$81,251.19
36 mths	\$77,385.00	\$78,932.70	\$80,511.35	\$82,524.14	\$84,587.24
48 mths	\$83,033.00	\$84,693.66	\$86,387.53	\$88,547.22	\$90,760.90
60 mths	\$91,430.00	\$93,258.60	\$95,123.77	\$97,501.87	\$99,939.41

**Officer Hired Following Ratification**

<b><u>Step</u></b>	<b><u>Current</u></b>	<b><u>3/1/2013</u></b> 2.0%	<b><u>3/1/2014</u></b> 2.0%	<b><u>3/1/2015</u></b> 2.5%	<b><u>3/1/2016</u></b> 2.5%
Starting	\$60,000.00	\$61,200.00	\$62,424.00	\$63,984.60	\$65,584.22
6 mths	\$62,124.00	\$63,366.48	\$64,633.81	\$66,249.65	\$67,905.90
12 mths	\$65,177.00	\$66,480.54	\$67,810.15	\$69,505.40	\$71,243.04
24 mths	\$68,229.00	\$69,593.58	\$70,985.45	\$72,760.09	\$74,579.09
36 mths	\$71,282.00	\$72,707.64	\$74,161.79	\$76,015.84	\$77,916.23
48 mths	\$74,333.00	\$75,819.66	\$77,336.05	\$79,269.45	\$81,251.19
60 mths	\$77,385.00	\$78,932.70	\$80,511.35	\$82,524.14	\$84,587.24
72 mths	\$83,033.00	\$84,693.66	\$86,387.53	\$88,547.22	\$90,760.90
84 mths	\$91,430.00	\$93,258.60	\$95,123.77	\$97,501.87	\$99,939.41