

**AGREEMENT**

**Between**

**VILLAGE OF RIVER FOREST, ILLINOIS**

**and**

**FRATERNAL ORDER OF POLICE, RIVER FOREST  
LODGE 46/ILLINOIS FOP LABOR COUNCIL**

**May 1, 2019 through April 30, 2023**

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**AGREEMENT**  
**BETWEEN**  
**VILLAGE OF RIVER FOREST, ILLINOIS**  
**AND**  
**FRATERNAL ORDER OF POLICE, RIVER FOREST**  
**LODGE 46/ILLINOIS FOP LABOR COUNCIL**

**MAY 1, 2019 THROUGH APRIL 30, 2023**

**PREAMBLE**

THIS AGREEMENT entered into by the VILLAGE OF RIVER FOREST, ILLINOIS (hereinafter referred to as the "Village" or the "Employer") and the FRATERNAL ORDER OF POLICE, RIVER FOREST LODGE 46/ILLINOIS FOP LABOR COUNCIL (hereinafter referred to as the "Lodge" or "Labor Council" or "FOP" or "Union"), is in recognition of the Labor Council's historic status as the representative of the Village's full-time peace officers, and has as its basic purpose the promotion of harmonious relations between the Employer and the Labor Council; to encourage and improve efficiency and effectiveness; to prevent interruptions of work and interference with the operations of the Village; the establishment of a peaceful procedure for the resolution of grievances as provided herein; and the establishment of an agreement covering all rates of pay, hours of work and conditions of employment applicable to bargaining unit employees during the term of this Agreement.

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

**ARTICLE I**

**RECOGNITION**

Section 1.1. Recognition. The Village recognizes the Labor Council as the sole and exclusive collective bargaining representative for all sworn full-time peace officers (including probationary employees) in the ranks of Patrolman, Sergeant and Lieutenant (hereinafter referred to as "officers" or "employees").

Excluded are all other employees, including, but not limited to, employees holding the position of Police Chief or Assistant Police Chief (not more than two (2) Assistant Chiefs and only if it is a regular rather than a temporary or rotational assignment); all part-time or temporary employees; all employees excluded from the definition of "peace officer" as defined in subsection 315/3(k) of the Illinois Public Labor Relations Act (as it existed on January 1, 1993); all civilian employees; all non-Police Department employees; and all other managerial, supervisory, confidential, professional, and short-term employees, as defined by the Illinois Public Labor Relations Act (as it existed on January 1, 1993).

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

Section 1.3. Lodge Officers. For purposes of this Agreement, the term "Lodge Officers" shall refer to the Lodge's duly elected President, Vice-President, Secretary, and Treasurer who are members of the bargaining unit.

## **ARTICLE II**

### **UNION SECURITY AND RIGHTS**

Section 2.1. Dues Check off. While this Agreement is in effect, the Village will deduct from each employee's paycheck once each month the uniform, regular monthly Labor Council dues for each employee in the bargaining unit who has filed with the Village a lawful, voluntary, effective check off authorization form, identical to that which is set forth in Appendix A of this Agreement. The Village will honor all executed checkoff authorization forms received not later than ten (10) working days prior to the next deduction date and such authorization forms shall remain in effect until revoked. If a conflict exists between the checkoff authorization form and this Article, the terms of this Article and Agreement control.

Total deductions collected for each calendar month shall be remitted by the Village to an address provided by the FOP Labor Council together with a list of employees for whom deductions have been made not later than the tenth (10th) of the following month. The Labor Council agrees to refund to the employee(s) any amounts paid to the Labor Council in error on account of this dues deduction provision.

A Labor Council member desiring to revoke the dues checkoff may do so at any time by providing (30) days of written notice to both the Village and the Labor Council. Dues shall be withheld and remitted to the Labor Council at a designated address unless or until such time as the Village receives a notice of revocation of dues checkoff from an employee, or notice of an employee's death, transfer from covered employment, termination of covered employment, or when there are insufficient funds available in the employee's earnings after withholding all other legal and required deductions. Information concerning dues not deducted under this Article shall be forwarded to the Labor Council, and this action will discharge the Village's only responsibility with regard to such cases. Deductions shall cease at such time as a strike or work stoppage occurs in violation of Article VIII of this Agreement (No Strike-No Lockout).

The actual dues amount to be deducted shall be certified to the Village by the Labor Council, and shall be uniform in dollar amount for each employee in order to ease the Employer's burden of administering this provision. The Labor Council may change the fixed uniform dollar amount which will be the regular monthly dues once each calendar year during the life of this Agreement. The Labor

Council will give the Village forty-five (45) days' notice of any such change in the amount of uniform dues to be deducted.

The Union acknowledges and agrees that as of September 17, 2020, there are no back dues owed by any employee.

Section 2.2. Non-membership in the Union.

Any present employee covered by this Agreement who is not a member of the Labor Council, and who for bona fide religious reasons objects to payment of dues to a union, shall, upon written request, be permitted to pay monthly an amount not to exceed the amount of Labor Council dues uniformly required of members to a charitable organization mutually agreed to by the employee and the Labor Council. In return for such continuing payments, the employee shall be entitled to the full range of services provided by the Labor Council to full members without any additional charge. Such written request may be rescinded in writing at any time.

The Village shall with respect to any religious objector on whose behalf the Village has received a written authorization as provided for above, deduct from the wages of such employee the dues-equivalent financial obligation and shall forward said amount to the agreed upon charitable organization on the tenth (10<sup>th</sup>) day of the month following the month in which the deduction is made.

Section 2.3. Labor Council Indemnification. The Labor Council shall indemnify, defend and hold harmless the Village and its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs for counsel selected or approved by the Labor Council that shall arise out of or by reason of action taken or not taken by the Village in complying with the provisions of this Article. If an improper deduction is made, the Labor Council shall refund directly to the employee(s) any such amount.

### **ARTICLE III**

#### **LABOR-MANAGEMENT MEETINGS**

At the request of either party, the President of the Lodge and the Police Chief or their designees may meet at mutually agreed upon times to discuss matters of mutual concern that do not involve negotiations. The President of the Lodge may invite a Labor Council representative and bargaining unit members (not to exceed three) to attend such meetings. The Police Chief may invite other Village representatives (not to exceed three) to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least seven (7) calendar days prior to the date of the meeting. This section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement, or that is the subject of pending or threatened proceedings in court or before the Board of Fire and Police Commissioners. Attendance at meetings requested by the Labor Council shall be on non-duty time and shall not be considered as time worked for the employees involved unless otherwise agreed in advance by the Police Chief. Attendance at meetings called

by the Village shall be considered time worked only for those employees who attend during regularly scheduled duty hours.

#### **ARTICLE IV**

##### **MANAGEMENT RIGHTS**

Except as specifically limited by the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its employees, to make and implement decisions with respect to the operation and management of its operations in all respects, including all rights and authority possessed or exercised by the Village prior to the recognition of the Labor Council as the bargaining agent for the employees covered by this Agreement. These rights and authority include, but are not limited to, the following: to plan, direct, control and determine all the operations and services of the Village; to determine the Village's budget and budgetary priorities; to levy taxes; to supervise and direct the working forces; to establish the qualifications for hire and conditions for continued employment and to select, hire, evaluate, promote and transfer employees; to schedule and assign work; to establish and enforce 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 utilize and select suppliers and subcontractors and to determine whether services are to be provided by employees covered by this Agreement or by other employees or non-employees not covered by this Agreement (provided, that the Village shall not subcontract any work currently performed by bargaining unit personnel, if, as a direct result of such action, one or more members of the bargaining unit employed at the time of such action are laid off from their employment with the Village); to make, alter and enforce 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; to layoff or otherwise relieve employees from duty because of lack of work or for other reasons; and to carry out the mission of the Village; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

#### **ARTICLE V**

##### **DUTIES OF SERGEANTS AND LIEUTENANTS**

The Labor Council hereby acknowledges and agrees that those employees holding the rank of Sergeant or Lieutenant in the River Forest Police Department have historically performed, and will continue to perform in the future, certain supervisory duties on behalf of the Village in their daily activities. It is further specifically agreed that:

- (a) Under no circumstances shall a Sergeant or Lieutenant discriminate either in favor of or against any bargaining unit employee because of his involvement or non-involvement in matters concerning the Labor Council. Likewise, under no circumstances shall a Sergeant or Lieutenant refrain from, modify, amend or otherwise interfere with the exercise of supervisory or managerial authority over employees in their command as

may be required for the effective performance of duties as a Sergeant or Lieutenant or as may be directed by a superior officer. The foregoing shall not limit the right of a Sergeant or Lieutenant to file grievances or exercise other rights which may be contained in any collective bargaining agreement between the parties or as may be provided by the Illinois Public Labor Relations Act.

- (b) Sergeants and Lieutenants shall provide complete and accurate information and if directed by the Village testimony or evidence concerning persons under their command and direction without regard to their involvement or non-involvement in collective bargaining matters concerning the Labor Council. The Labor Council shall in no way discipline, discriminate against or otherwise interfere with a Sergeant or Lieutenant in carrying out his authority in supervision, command, direction or control over bargaining unit employees, or otherwise interfere with his carrying out of the lawful directives of the Chief or his designees. The foregoing shall not limit the right of the Labor Council to file grievances or exercise other rights guaranteed by any collective bargaining agreement between the parties or as may be provided in the Illinois Public Labor Relations Act.

## **ARTICLE VI**

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

Section 6.1. Application of Article. This Article is intended only as a basis for calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per shift, per week, per work cycle, or any other period.

Section 6.2. Normal Work Cycle and Workday. Except as provided elsewhere in this Agreement, the current normal work cycle for shift employees (i.e., those assigned to around-the-clock operations) shall be twenty-eight (28) days. The normal workday for shift employees shall be 8 hours, including a thirty (30) minute lunch break, which will normally be scheduled by the officer's immediate superior, and two (2) fifteen minute breaks to be taken at the convenience of the shift. The normal work cycle for non-shift employees shall be 40 hours of work based on five 8-hour shifts per week. The normal workday shall be extended or reduced by one (1) hour in the case of time changes occurring during the employee's shift, and overtime pay shall not be owed nor shall regular pay be diminished by such one (1) hour extension or reduction in the normal workday.

Section 6.3. Changes In Normal Work Cycle, Work Period And Workday. The shifts, workdays and hours to which employees are assigned shall be stated on the 28-day cycle Departmental work schedule. Should it be necessary in the interest of efficient operations to establish schedules departing from the normal workday, work period or work cycle, the Village will give at least twenty-four (24) hours'



notice where practicable of such change to the individuals affected by such change.

Section 6.4. Overtime Pay. When any employee is held over beyond his regularly scheduled workday or duty shift as a result of events or activities which occur during his shift, he shall be paid at a rate of one and one-half (1-1/2) times his regular hourly rate of pay for each overtime hour worked beyond his regularly scheduled workday with such pay received in fifteen (15) minute segments, utilizing FLSA rounding rules, unless the officer is held over to rectify his own error which needs to be corrected before the officer's next regularly scheduled shift.

Section 6.5. Compensatory Time. The Village shall grant compensatory time off in lieu of overtime payment as provided in Section 6.4 at a time and one-half (1-1/2) rate, at the employee's election, provided that an employee may not accrue more than ninety-six (96) hours (or twelve eight-hour days) of compensatory time without the approval of the Police Chief. Compensatory time-off shall be taken in such time blocks as are mutually agreed upon between the involved employee and the Police Chief, and only when it would not require the recall of another officer at overtime pay. The Village reserves the right to elect to pay off any compensatory time accrued but not taken during a given fiscal year by April 30 at the rate at which it was earned. An employee may carryover up to sixteen (16) hours (or two eight hour days) of compensatory time into the next fiscal year.

Section 6.6. Court Time. Employees who would otherwise be off-duty shall be paid at the overtime rate of time and one-half (1-1/2) their regular straight-time hourly rate of pay for all hours worked when appearing in court on behalf of the Village in the capacity of a commissioned officer or when preparing for an off-duty court appearance at the direction of and when in the presence of a prosecuting attorney; off-duty lunch periods shall not be counted toward hours worked. Employees will be paid overtime rates for a minimum of three (3) hours for all off-duty court time worked outside regularly scheduled hours in a single day or actual time spent, whichever is greater, unless the time extends to his regular work shift. On days when an employee is assigned to two court calls per calendar day, minimum pay is two hours per court call.

Section 6.7. Call-Back Pay. An employee called back to work after having left work shall be paid for hours worked at overtime rates, with a three (3) hour minimum, as provided in Section 6.4 above, unless the time extends to his regular work shift or unless the individual is called back to rectify his own error. An employee who voluntarily accepts a special assignment shall be paid for hours worked at overtime rates with a two-hour minimum.

Section 6.8. Required Overtime. The Chief of Police or his designee(s) shall have the right to require overtime work and officers may not refuse overtime assignments. In non-emergency situations, the Chief or his designee as a general rule shall take reasonable steps to obtain volunteers for overtime assignments before assigning required overtime work. However, volunteers will not necessarily be selected for

work in progress. Also, specific officers may be selected for special assignments based upon specific skills, ability and experience they may possess.

Section 6.9. No Pyramiding. Compensation shall not be paid (nor compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

## **ARTICLE VII**

### **GRIEVANCE PROCEDURE**

Section 7.1. Definition. A "grievance" is defined as a complaint arising under and during the term of this Agreement raised by an employee or the Labor Council against the Village alleging that there has been a violation, misinterpretation or misapplication of an express written provision of this Agreement. Probationary employees shall have no recourse to the grievance procedure or to the Board of Fire and Police Commissioners to contest discipline.

The Police Chief or designee(s) shall have the exclusive right to issue any and all discipline (oral reprimands, written reprimands, suspensions, demotions, and discharges), without resort to the Village's Board of Fire and Police Commissioners. Such discipline of non-probationary officers, if appealed, shall be appealed solely through grievance arbitration as set forth in this Article 7 of the Labor Agreement, however, an oral or written reprimand is not subject to arbitration but may be grieved up to Step 2 of the grievance procedure.

Within seven (7) calendar days after the receipt of the disciplinary notice, the covered member must complete the Election Appeal Form, attached hereto and incorporated herein by reference as Appendix F. Failure to complete the Election Appeal Form within seven (7) calendar days constitutes a complete waiver of the right to appeal the discipline by either appeal process.

The parties agree that grievance arbitration set forth in Article 7 and the hearing process by the Board of Fire and Police Commissioners are mutually exclusive and no relief shall be available under grievance arbitration for any action heard before the Board of Fire and Police Commissioners. Furthermore, the parties agree that the pursuit of grievance arbitration under this Agreement shall act as a specific waiver by the Union and the involved covered member of the right to challenge the same before the Board of Fire and Police Commissioners. The Election Appeal form containing such specific waiver shall be executed by the Union and the involved covered member. If the covered member selects grievance arbitration as his/her appeal option, the Election Appeal Form shall be considered the arbitration grievance form. Only the Illinois Fraternal Order of Police Labor Council can move a grievance to arbitration. If the covered member has selected the appeal process before the Village's Board of Fire and Police Commissioners, the process will follow the guidelines of the BFPC.



Section 7.2. Procedure. A grievance filed against the Village will be processed in the following manner:

Step 1: Any employee or authorized Council Representative acting on behalf of the Labor Council or an employee who has a grievance shall submit the grievance in writing on a form identical to that which is attached hereto as Appendix B to the Police Chief or his designee specifically indicating that the matter is a grievance under this Agreement. If there is any difference between the grievance form (Appendix B) and the terms of this Article or Agreement, the terms of this Article and Agreement control. 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 seven (7) calendar days from the date of the occurrence of the event first giving rise to the grievance or within seven (7) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event first giving rise to the grievance. The Police Chief or his designee shall render a written response to the grievant within seven (7) calendar days after the grievance is presented.

Step 2: If the grievance is not settled at Step 1 and the employee or the Labor Council wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted by the employee or authorized Council Representative in writing to the Village Administrator or his designee within seven (7) calendar days after receipt of the Village's answer in Step 1. To the extent possible, the grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Village Administrator 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 a Council Representative. If no settlement of the grievance is reached, the Village Administrator or his designee shall provide a written answer to the grievant or his designee, within seven (7) calendar days following the meeting.

Section 7.3. Arbitration. If the grievance is not settled in Step 2 and the Labor Council wishes to appeal the grievance from Step 2 of the grievance procedure, the Labor Council may refer the grievance to arbitration, as described below, within seven (7) calendar days of receipt of the Village's written answer as provided to the Labor Council at Step 2:

- (a) The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said seven (7) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. The panel shall be composed entirely of members of the National Academy of Arbitrators. The Village and the Labor Council shall have the right to strike names from the panel. One party shall strike a name, the other party shall then strike a name, and this shall continue until one name remains. The person remaining shall be the arbitrator. The parties shall alternate striking the first name, with the Labor Council striking first in the first grievance arbitration during the term of this Agreement, the Village striking first in the second grievance arbitration during the term of this Agreement and the first party to strike shall continue to alternate thereafter.
- (b) The arbitrator shall be notified jointly by the parties of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Labor Council and Village representatives.
- (c) The Village and the Labor Council shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Labor Council retain the right to employ legal counsel.
- (d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (e) More than one grievance may be submitted to the same arbitrator only if both parties mutually agree to do so in writing.
- (f) The fees and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the Village and the Labor Council; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 7.4. Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement and determine an appropriate remedy where a violation is found (provided, however, that ordinarily no decision or remedy proposed by the arbitrator shall be retroactive beyond the beginning of the time for filing a grievance at the first step, and in no event shall it be retroactive beyond the effective date of this Agreement). The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at Step 1.

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 state or federal laws, or of rules and regulations of state or federal administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section 7.4 shall be final and binding upon the Village, Labor Council and the employees covered by this Agreement.

Section 7.5. Employee Right to Self-Representation. Nothing in this Agreement prevents an employee from presenting a grievance to the Employer and having the grievance heard and settled without the intervention of the Labor Council, provided that a Council Representative is afforded the opportunity to be present at such conference and that any settlement made shall not be inconsistent with the terms of this Agreement.

Section 7.6. Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted at Step 1 within seven (7) calendar days after the occurrence of the event first giving rise to the grievance or within seven (7) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event first giving rise to the grievance.

If a grievance is not presented by the employee or the Labor Council within the time limits set forth above, it shall be considered "waived" and may not be pursued further by the employee or the Labor Council. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer. If the Village does not hold a meeting or answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Labor Council may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step, provided that the Village will give a written response to the Labor Council prior to the Labor Council's deadline for requesting arbitration, and the Labor Council's deadline for filing for arbitration shall automatically be extended to seven (7) calendar days after receipt of the Village's Step 2 written response if it is late. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 7.7. Miscellaneous. No member of the bargaining unit shall have any authority to settle or respond to a grievance as defined in Section 7.1. 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 VIII

### NO STRIKE-NO LOCKOUT

Section 8.1. No Strike. Neither the Labor Council nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, residential picketing, slowdown, speed-up, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved "work to the rule" situation, mass resignations, mass absenteeism, or any other intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village in accordance with the procedures of the Board of Fire and Police Commissioners.

Each employee who holds the position of Lodge Officer or other position of authority with the Labor Council occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Section. Accordingly, the Labor Council agrees to notify all Lodge Officers and agents of their obligations and responsibility for maintaining compliance with this Section, including their responsibility to abide by the provisions of this Section by remaining at work (that is, those who are employees of the Village) during any interruption as outlined above. In addition, in the event of a violation of this Section of this Article the Labor Council agrees to inform its members of their obligations under this Agreement and to encourage and direct them to return to work by all means available under its Constitution and By-laws.

Section 8.2. No Lockout. The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Labor Council.

Section 8.3. Penalty. The only matter which may be made the subject of a proceeding before the Board of Fire and Police Commissioners concerning disciplinary action imposed for an alleged violation of Section 8.1 is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

## ARTICLE IX

### HOLIDAYS

Section 9.1. Holidays. The following are paid holidays for eligible employees:

New Year's Day  
President's Day  
Good Friday  
Memorial Day  
Flag Day

Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Day After Thanksgiving Day  
Christmas Day

Section 9.2. Eligibility Requirements. Employees shall work all holidays when scheduled as part of their normal departmental work schedule. To be eligible for holiday pay, an employee must work the scheduled workday before and after the holiday (except when off on an authorized paid leave) in addition to the holiday when scheduled as part of their normal departmental work schedule.

Section 9.3. Holiday Pay. For each holiday, an eligible employee assigned to patrol shall receive an additional eight (8) hours pay at his regular straight time rate, regardless of whether the employee was scheduled to work on a holiday. For any of the following holidays worked, (New Year's Day, July 4<sup>th</sup>, Memorial Day, Labor Day, Thanksgiving and Christmas Day) an eligible employee assigned to patrol shall receive an additional four (4) hours pay at his regular straight time rate. Employees not assigned to patrol (e.g. detectives, crime prevention officers and school resource officer (CBRO)) shall receive six (6) paid holidays which they are required to work and six (6) holidays off work but with pay. Such payment shall be made twice annually, as follows: six (6) holidays, three (3) for employees not assigned to patrol, shall be paid no later than November 15; and six (6) holidays, three (3) for employees not assigned to patrol, shall be paid no later than April 15.

Section 9.4. Personal Days. In addition to the holidays specified above, effective January 1, 2017, each employee covered by this Agreement shall annually be entitled to three (3) Personal Days off with pay per calendar year during the course of this Agreement. Personal days cannot be carried over from calendar year to calendar year; if they are not used, they will be lost. All personal days off shall be scheduled with the approval of the Chief or his designee.

## **ARTICLE X**

### **SENIORITY, LAYOFF AND RECALL**

Section 10.1. Definition of Seniority. Seniority shall be based on the length of time from the last date of beginning continuous full-time employment as a sworn full-time peace officer in the Police Department of the Village. Seniority shall accumulate during all authorized paid leaves of absence. Seniority shall not accumulate during unauthorized absences, authorized unpaid leaves of absence of thirty (30) days or more, or layoffs. Conflicts of seniority shall be determined on the basis of



the order of the employees on the Board of Fire and Police Commissioners hiring list, with the employee higher on the list being the more senior.

Section 10.2. Probationary Period. All new employees shall be considered probationary employees until they have completed a probationary period of eighteen (18) months of work. Any employee rehired after termination of seniority shall be considered a probationary employee until he has served a probationary period equal to one-half (1/2) the time that has elapsed between the termination of his seniority and his rehire, not to exceed twelve (12) months of work. Time absent from duty or not served for any reason shall not apply toward satisfaction of the probationary period. During an employee's probationary period, the employee may be suspended, laid off or terminated without cause at the sole discretion of the Village. Such probationary employee shall have no recourse to the grievance procedure or to the Board of Fire and Police Commissioners to contest such a suspension, layoff or termination.

There shall be no seniority among probationary employees, except for vacation bidding. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his last date of hire with the Village in a position covered by this Agreement.

Section 10.3. Seniority List. On or about November 15 of each year, the Village will provide the Labor Council with a seniority list of all employees in the bargaining unit 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) days after the Labor Council's receipt of the list.

Section 10.4. Layoff. The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their length of service as provided in Illinois Statutes (65 ILCS 5/10-2.1-18, as it existed on January 1, 1993).

Section 10.5. Recall. Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, and their reinstatement shall be subject to the Village's determination (supported by appropriate fitness examinations) that 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 twenty-one (21) calendar days' notice of recall (with the first of the twenty-one (21) days being the date the notice to the employee is postmarked). The notice of recall shall be sent to the employee by certified mail, return receipt requested, with a copy similarly mailed or personally delivered to the Lodge President, provided that the employee must notify the Police Chief or his designee of his intention to return to work within

seven (7) calendar 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 each 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. If the Village has not heard from the employee within ten (10) calendar days of mailing a properly addressed notice of recall, the employee's name shall be removed from the recall list.

Section 10.6. Termination of Seniority. Seniority for all purposes and the employment relationship shall be terminated if the employee:

- (a) quits;
- (b) is discharged and not reinstated;
- (c) retires or is retired;
- (d) falsifies the reason for his leave of absence or is found to be working during a leave of absence without prior written approval from the Police Chief;
- (e) fails to report to work at the conclusion of an authorized leave of absence, layoff or vacation without prior written approval from the Police Chief;
- (f) is laid off and fails to respond to a notice of recall within seven (7) calendar days after receiving notice of recall or to report for work at the time prescribed in the notice of recall or otherwise does not timely respond to a notice of recall as provided in Section 10.5 of this Agreement; or
- (g) is laid off or otherwise does not perform bargaining unit work for the Village for a period in excess of twenty-four (24) months, provided that this clause shall not affect any statutory reinstatement rights which an employee may have who is on a disability pension and who is subsequently determined to be fit to return to active duty.

The parties agree that termination of seniority and the employment relationship under Paragraphs d, e and f above shall be subject to the employee's rights to a hearing before the Board of Fire and Police Commissioners.

## **ARTICLE XI**

### **VACATIONS**

Section 11.1. Eligibility and Allowances. Every employee shall be eligible for paid vacation time after the completion of one (1) year of continuous full-time employment with the Village in a position covered by this Agreement. Employees shall start to earn

vacation allowance as of their date of hire. Vacation allowances shall be earned monthly, based on the following schedule:

<i>Length of Completed Continuous Service</i>	<i>Number of Hours (&amp; Equivalent Number of 8-Hour Work Shifts) Per Year</i>
After completion of one (1) year	96 hours (12 shifts)
After completion of five (5) years	120 hours (15 shifts)
After completion of ten (10) years	160 hours (20 shifts)
After completion of fifteen (15) years	200 hours (25 shifts)

Any employee who earned an annual vacation benefit greater than what is provided for in this Section prior to the execution of the 1988-91 Agreement shall continue to earn vacation time at his old rate, unless and until such time as he qualifies for a greater benefit as set forth in this Section.

Employees shall earn vacation allowances for any month in which they receive compensation for more than eighty (80) hours of work. For purposes of this Section only, vacations, sick leave, holidays, workers compensation leave and compensatory time shall be considered hours worked.

Section 11.2. Vacation Pay. The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation.

Section 11.3. Scheduling and Accrual. Employees shall use earned vacation time in accordance with Village service needs and, if possible, the employee's desires. On or before December 1, the Police Chief or his designee shall post a schedule of days available for vacation during the upcoming calendar year. The Village may limit the number of employees of a given rank or position that can be off at any one time. The employees on each shift shall then select their vacation preferences in the order of their seniority, with the most senior employee having first choice, the next most senior having second choice, and so on. The vacation periods requested pursuant to this procedure shall be submitted to the Police Chief or his designee for approval by December 21 of each year. The Police Chief or his designee shall review the requests and post a vacation schedule on or before January 1. After the vacation schedule has been established, employees can switch vacations only with approval of the Police Chief or his designee.

After the vacation schedule has been established, any remaining unscheduled vacation days shall be taken on a first-requested, first-received basis. Previously unscheduled vacation time must be scheduled with the Police Chief or his designee and is subject to his approval. Requests to take previously unscheduled vacation must be submitted to the Chief or his designee at least forty-eight (48)



hours in advance of the start of the vacation, and will be subject to departmental policies limiting the number of employees that will be allowed time off at any one time.

Vacation allowances are earned on an anniversary year basis. Vacations to be scheduled and taken during a given calendar year are vacation allowances earned during the employee's anniversary year that will be completed during that calendar year (for example, an employee hired on August 1 will schedule vacation days for 1989 that he earns from August 1, 1988 to August 1, 1989.) In the event an officer's seniority is terminated for any reason after he has taken vacation time that was not fully earned, the Village may deduct any vacation benefits that were used but unearned from any final compensation due to the officer. All vacation days must be taken by the end of the calendar year in which they are to be scheduled or they will be lost, unless the Police Chief and Village Administrator approves an exception to this rule in writing.

The Village reserves the right to cancel any vacation due to unexpected emergencies or operating conditions. In the event a vacation leave which was submitted and approved in a block of 5 or more consecutive days is canceled, the Village will compensate the employee for said loss, provided the employee provides adequate written documentation.

## **ARTICLE XII**

### **SICK LEAVE**

Section 12.1. **Purpose.** Sick leave with pay is provided as an earned benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees for them to work while sick. To the extent permitted by law, sick employees are expected to remain at home unless hospitalized, visiting their doctor, or acting pursuant to reasonable instructions for care.

Section 12.2. **Allowance.** Any employee contracting or incurring any non-service connected sickness or disability (except where the injury or illness is incurred while the employee is performing compensated services outside of his employment with the Village with an employer that has an injury or illness benefit plan [such as workers compensation]) shall receive sick leave with pay as set forth in this Article. Any employee shall also be eligible to receive six (6) sick leave days per year with pay for illness, injury, or medical appointments in the employee's immediate family (which includes: the employee's child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent). The six (6) days shall be included in and not in addition to the twelve (12) sick leave days earned per year as set forth in the article.

If an employee requests a Family Medical Leave and it is granted by the Village, the employee shall have the option of using sick time, vacation time, personal day

or compensatory time to cover the time away from work. If the employee so elects, the employee shall be required to use any unused vacation, personal days, family sick days and compensatory time before being eligible to use personal sick time. Whenever possible, the employee shall ensure that the request is filed in a reasonable amount of time if the leave is for a predictable occurrence (e.g., pregnancy).

The definition of immediate family for FMLA purposes shall mean only the employee's spouse, children and parents.

Section 12.3. Days Earned in Accumulation. Employees shall be allowed eight (8) hours of sick leave for each month of service. Sick leave shall be earned by an employee for any month in which the employee is compensated for more than eighty (80) hours of work. For purposes of this Section only, vacations, holidays, workers compensation leave and compensatory time shall be considered hours worked. Sick leave cannot be taken before it is actually earned.

Section 12.4. Notification. Notification of absence due to sickness shall be given to an individual designated by the Police Chief (normally the Shift Supervisor on duty) as soon as possible on the first day of such absence and every day thereafter except as otherwise agreed by the Chief, 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. Failure to properly report an illness may be considered as absence without leave and may subject the employee to discipline.

Section 12.5. Medical Examination. The Village may, at its discretion, require an employee to submit a physician's verification of illness. The employee will be notified by the Chief or his designee that a physician's verification will be required. The Village may also require a physician's verification that the employee is well enough to return to work. Falsification of any verification of illness shall be just cause for discipline, up to and including discharge. The Village, at its option, may require an employee to submit to an examination by a physician or other medical professional chosen by the Village; if the Village requires an employee to submit to an examination by a physician designated by the Village, the Village will pay the medical expenses to the extent they are not covered by insurance.

Section 12.6. Abuse of Sick Leave. Abuse of sick leave is a serious matter. The Labor Council shall join the Village in making an effort to correct the abuse of sick leave wherever and whenever it may occur, to the extent possible. If the Village believes an employee is abusing the use of sick leave the Village may at its discretion provide advance written notice to the employee that any further sick leave shall require a doctor's verification of illness.

Section 12.7. Sick Leave Utilization. Sick leave shall be used in no less an increment than one half (1/2) shift. Sick leave may be utilized only for the purposes specified in Section 12.2. Sick leave shall accrue to a maximum of 1920 hours (the equivalent of 240 eight hour work shifts) of sick leave.

An officer whose employment is terminated for any reason other than retirement forfeits all accrued sick leave. An employee, who was hired before May 1, 2013, and who retires after completing twenty (20) years or more of service in the bargaining unit, who has at least 100 eight hour days in his sick leave bank as of his last day of work, shall be paid at the rate of twenty percent (20%) for any accrued but unused sick days up to 120 eight-hour days and shall be paid at the rate of forty percent (40%) for days in excess of 120 eight-hour days up to a maximum of 240 eight-hour days (e.g. an employee with 120 days would be paid for 24 days, an employee with 121 days would be paid 24.4 days, an employee with 135 days would be paid 30 days, an employee with 200 days would be paid 56 days, etc.) at his hourly rate of pay in effect on his last day of work. Payment shall be made directly into the officer's VEBA account within thirty (30) calendar days of when the officer starts drawing his pension. Payment of the sick leave days on retirement as provided in this Section shall completely extinguish the officer's sick leave bank.

Section 12.8. Sick Leave Incentive Program.

- (a) Officers hired between May 1, 1998 and April 30, 2013 shall sell back twenty-four (24) hours of sick time each year and the Village shall contribute to each officer's VEBA the value of the same at each officer's straight time hourly rate.
- (b) Officers hired between May 1, 1998 and April 30, 2013 shall also participate in an annual sick leave incentive program as follows:

Officers in their 6<sup>th</sup> through 10<sup>th</sup> years of service shall sell back sick time each year and the Village shall contribute to each officer's VEBA the value of the same at each officer's straight time hourly rate according to the following schedule:

- 0 sick hours used during the fiscal year: 16 hours of sick time
- More than 0 and up to and including 8 sick hours used during the fiscal year: 8 hours of sick time
- Over 8 sick hours used during the fiscal year: 0 hours of sick time

Officers in their 11<sup>th</sup> year of service or greater shall sell back sick time each year and the Village shall contribute to each officer's VEBA the value of the same at each officer's straight time hourly rate according to the following schedule:

- 0 sick hours used during the fiscal year: 24 hours of sick time

- More than 0 and up to and including 8 sick hours used during the fiscal year: 16 hours of sick time
- More than 8 and up to and including 16 sick hours used during the fiscal year: 8 hours of sick time
- Over 16 sick hours used during the fiscal year: 0 hours of sick time

The following table is for illustrative purposes only:

	Column A	Column B	Column C	
Years of Service	24 Sick Hours Sold Back	Sick Hours Used	Sick Hours Sold Back Per Usage	Total Sick Hours Sold Back (A + C)
3 Years	24	8	0	24
6 Years	24	8	8	32
11 Years	24	8	16	40

- (c) For officers hired after May 1, 2013, the Village shall contribute to each officer's VEBA based on the following sick leave incentive program:

Officers in their 3<sup>rd</sup> through 5<sup>th</sup> years of service shall sell back sick time each year and the Village shall contribute to each officer's VEBA the value of the same at each officer's straight time hourly rate according to the following schedule:

- 0 sick hours used during the fiscal year: 8 hours of sick time
- More than 0 sick hours used during the fiscal year: 0 hours of sick time

Officers in their 6<sup>th</sup> through 10<sup>th</sup> years of service shall sell back sick time each year and the Village shall contribute to each officer's VEBA the value of the same at each officer's straight time hourly rate according to the following schedule:

- 0 sick hours used during the fiscal year: 16 hours of sick time
- More than 0 and up to and including 8 sick hours used during the fiscal year: 8 hours of sick time
- More than 8 sick hours used during the fiscal year: 0 hours of sick time

Officers in their 11<sup>th</sup> year of service or greater shall sell back sick time each year and the Village shall contribute to each officer's VEBA the

value of the same at each officer's straight time hourly rate according to the following schedule:

- 0 sick hours used during the fiscal year: 24 hours of sick time
- More than 0 and up to and including 8 sick hours used during the fiscal year: 16 hours of sick time
- More than 8 and up to and including 16 sick hours used during the fiscal year: 8 hours of sick time
- More than 16 sick hours used during the fiscal year: 0 hours of sick time

The following table is for illustrative purposes only for officers hired after May 1, 2013:

	Column A	Column B	
Years of Service	Sick Hours Used	Sick Hours Sold Back Per Usage	Total Sick Hours Sold Back (Column B)
3 Years	0	8	8
6 Years	8	8	8
11 Years	8	16	16

### **ARTICLE XIII**

#### **ADDITIONAL LEAVES OF ABSENCE**

Section 13.1. Discretionary Leaves. The Village may grant a leave of absence under this Article to any bargaining unit employee where the Village determines there is good and sufficient reason. The Village shall set the terms and conditions of the leave, including whether or not the leave is to be with pay.

Section 13.2. Family Medical Leave. The Village shall comply with the provisions of the Family Medical Leave Act of 1993 and the regulations issued in conjunction with said Act pursuant to the Village Policy.

Section 13.3. Application for Leave. Any request for a leave of absence shall be submitted in writing by the employee to the Police Chief or his designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by the Police Chief or his designee and it shall be in writing.

Section 13.4. Military Leave. Military leave shall be granted in accordance with applicable law. Employees must apply for such leave as soon as they are aware of the need for such leave.

Section 13.5. Funeral Leave. In the event of a death in the immediate family, an employee may take the following consecutive calendar days off and receive regular straight-time pay for any regularly scheduled work shifts that fall during such consecutive calendar day period. Further, in cases where extensive travel to the funeral is required or for other good and sufficient reasons, the Chief may allow the officer to commence the funeral leave on a later date.

Five (5) consecutive calendar days for: wife, husband, son, daughter, stepchildren, father or mother.

Three (3) consecutive calendar days for: brother, sister, father-in-law, mother-in-law, grandparent or grandchild.

Two (2) consecutive calendar days for: brother-in-law, sister-in-law, daughter-in-law, son-in-law, immediate aunt or uncle.

Any additional time needed shall be taken as compensatory time, personal leave or vacation and shall be subject to approval of the Police Chief. An employee shall provide satisfactory evidence of the death of a member of his immediate family and of the employee's attendance at the funeral if so requested by the Village.

Section 13.6. Light Duty. The Police Chief in his discretion may assign an employee to light duty or reassign the employee (if light duty work or a reassignment is available for which the employee is qualified) where the employee has been released for light duty or reassignment by his physician and by a physician designated by the Village. The Chief reserves the right to terminate a light duty assignment or reassignment at any time and return the employee to his regular assignment (if the employee is fit to return to such assignment) or to an appropriate leave of absence. Any light duty assignment or reassignment shall be offered on a non-discriminatory basis for similarly situated employees.

Section 13.7. Benefits While on Leave.

- (a) Unless otherwise stated in this Article or otherwise required by law, length of service shall not accrue for an employee who is on an approved non-pay leave status. Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a pay status. Unless otherwise stated in this Article, an employee returning from leave will have his seniority continued after the period of the leave. Upon return the Village will place the employee in his or her previous assignment, if vacant; if not vacant, the employee will be placed in the first available assignment according to the employee's seniority and rank.
- (b) If, upon the expiration of a leave of absence, there is no work available for the employee or if the employee could have been laid off according to his seniority except for his leave, he shall go directly on layoff.



- (c) During an approved unpaid leave of absence of more than thirty (30) days or layoff under this Agreement, an employee shall be entitled to coverage under applicable group and life insurance plans to the extent provided in such plan(s), provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the Village.

Section 13.8. 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 immediately be terminated by the Village.

## **ARTICLE XIV**

### **WAGES**

Section 14.1. Wage Schedule. Base wages to take effect on May 1, 2019, May 1, 2020, May 1, 2021, and May 1, 2022, are set forth in the Wage Schedule attached to this Agreement as Appendix C. Full retroactivity shall be paid on all straight time and overtime hours paid as well as specialist pay, officer in charge pay, and holiday pay from May 1, 2019 for those officers employed by the Village at time of formal ratification and those officers who have retired after April 30, 2019.

All officers shall contribute 2% of their base wage to their VEBA on a pre-tax basis in accordance with all applicable tax laws. Such deductions to be made each pay period.

Section 14.2. Educational Incentive Pay. Remuneration as follows will be given for all college level police service curriculums that have been approved, in writing, by the Chief of Police prior to enrollment of the officer and leading to the following educational achievement levels:

Certificate	\$ 500.00
Associate Degree	\$1,000.00
Bachelor's Degree	\$1,500.00
Master's Degree	\$1,750.00

Remuneration as follows will be given for College Level curriculums in the field of Education and Business:

Associate Degree	\$ 800.00
Bachelor's Degree	\$1,200.00

Officers presently receiving remuneration as listed above shall continue to do so. Officers who have, with proper approval, attained the listed degrees will receive their compensation no later than April 15th each year in one lump sum. An Officer shall be ineligible for educational incentive pay until the April 15th that follows the completion of his probationary period. An officer who retires with 20

or more years of service or due to a duty related disability shall be entitled to a pro-rated share of the education incentive pay, at the time of separation.

Section 14.3. Tuition Reimbursement. When a full-time employee is enrolled in an accredited university, college or adult education program and the course and/or degree program being undertaken is related to his duties with the Village, the following tuition reimbursement plan shall apply when prior written approval for such reimbursement has been received from the Police Chief and the Village Administrator. The Village may exercise its discretion under this Section to approve graduate-level courses for reimbursement, although such reimbursement (if granted at all) will normally be conditioned on obtaining the graduate degree and remaining with the Department for a period of time after obtaining the degree. The Village, upon receiving a payment receipt and after completion of the course shall reimburse the employee at the rate of one hundred percent (100%) with a grade of "A," eighty percent (80%) with a grade of "B," or sixty percent (60%) with a grade of "C." There shall be no reimbursement for grades below "C."

Books, fees, mileage, lodging and other incidental expenses will not be reimbursed; only tuition is subject to reimbursement. The Village will not provide reimbursement if other sources (such as scholarships, grants, etc.) have or will provide for reimbursement, after an officer has applied for such assistance. The Village reserves the right to deny or reduce some requests for tuition reimbursement if it is felt that the tuition is out of line with other area schools where similar courses can be taken at a more reasonable tuition cost. Any employee who receives tuition reimbursement from the Village must remain employed by the Village for a period of one (1) year after the date of reimbursement or will be required to pay the Village for the tuition reimbursement; such payments may be deducted from final paychecks or other monies owed to the employee by the Village.

Section 14.4. Specialist Pay. Specialist positions are not to be construed as a rank; rather, they are simply job assignments for which the employee receives compensation in addition to the salary attached to his rank. Specialist positions are assigned on a monthly basis by the Chief of Police, who may select bargaining unit personnel to fill such positions at his discretion.; provided, however, that with regard to the selection of the Senior Sergeant Supervisor, the parties acknowledge the right of the Chief to assign sergeants as he deems appropriate, but it is agreed that once those assignments have been made relative to sergeants on a given shift, the most senior of the two sergeants (measured by time in rank as Sergeant) will be designated the Senior Sergeant Supervisor Specialist Position. On a shift where there is a lieutenant and sergeant, the lieutenant will function as the senior supervisor and such lieutenant will not be entitled to the senior sergeant supervisor specialist position pay.

For the term of this Agreement, compensation for specialist positions should be as follows:



- a. Field Training Officer (four (4) positions): \$125.00 per month
- b. Vehicle Officer in Charge: \$125.00 per month
- c. Detective: \$125.00 per month
- d. Training Officer: \$125.00 per month
- e. School Resource Officer/CBRO (one (1)) \$125.00 per month
- f. Senior Sergeant Supervisor (three (3) positions)  
\$125.00 per month

Section 14.5 Pension Pick-up Plan. The Village will maintain a "pension pick-up plan" whereby employees' pension contributions will be made from pre-tax earnings. This plan will remain in effect so long as it continues to be permitted by the Internal Revenue Code.

Section 14.6. Officer-in-Charge. In the absence of a patrol supervisor, the most senior patrol officer on duty shall act as "officer-in-charge" and receive an additional three dollars (\$3.00) per hour for all hours acting in such capacity.

Section 14.7. Acting Shift Commander (Corporal). An Acting Shift Commander (Corporal) will be assigned on a monthly basis by the Chief of Police, who may select bargaining unit personnel to fill such positions at his discretion, and who will act as the shift commander in the absence of the sergeant. For the term of this agreement, compensation for this specialty position shall be \$260.00 per month (pro rata if so assigned for less than one full month or for any portion of a month when the Corporal is being paid out-of-classification pay pursuant to either of the two situations set forth in Section 14.8 immediately below).

Section 14.8. Acting Shift Commander (Corporal) Out-of-Classification Pay. An employee below the rank of Sergeant who is assigned by the Chief of Police to serve as Acting Shift Commander (Corporal) on a shift where a Sergeant vacancy exists will receive an additional out-of-classification pay of ten percent (10%) of his/her base wage in lieu of receiving the specialty pay in Section 14.7. A vacancy occurs when the sergeant separates employment from the Village and ceases when a new Sergeant has been permanently assigned to the shift.

An employee below the rank of Sergeant who is assigned by the Chief of Police to serve as Acting Shift Commander (Corporal) on a shift where, if after thirty (30) calendar days, a Sergeant is assigned but off work on medical leave or who has been ordered to active military duty, or who has been approved for discretionary leave under Section 13.1, the Corporal will receive an additional out-of-classification pay of ten percent (10%) of his/her base wage in lieu of receiving the specialty pay in Section 14.7 and ceases when a new Sergeant has been permanently assigned to the shift or when the existing Sergeant returns to work, whichever comes first.

## **ARTICLE XV**

### **UNIFORM ALLOWANCE**

Section 15.1. Employees who are required to wear and regularly and continuously maintain prescribed items of uniform clothing and personal equipment shall purchase the initial issue at the time of his appointment to the Police Department (except that the Village shall purchase the Officer's first vest and vest cover). Newly hired officers shall be provided an annual uniform allowance at the time of hire for this purpose. Thereafter, the Village shall reimburse employees for the purchase of required items of uniform clothing and personal equipment, as replacements are needed (including replacement vests and vest covers), up to \$ \$800.00 each fiscal year. Up to \$425.00 of an officer's unused uniform allowance can be carried over from one fiscal year to the next. All items must be purchased from vendors approved by the Village.

If the Village expands the list of required uniform clothing and personal equipment beyond that which was in effect on April 1, 1988, the Village will make the initial purchase, and replacements thereafter will be paid for out of the officer's annual uniform allowance. If the uniform or equipment specifications are changed and employees are required to implement the change within twelve (12) months, the Village will pay for the replacement items; if the change is not mandated within twelve (12) months, the replacement items shall be paid for out of the uniform allowance.

The Village shall continue to pay the full cost to replace an officer's bulletproof vest so long as the Village continues to receive a grant to defer 50% of the cost to replace a bulletproof vest. Should this grant be reduced or no longer be available, the parties agree to re-open Section 15.1 of this agreement.

Officers shall be required to clean and maintain uniform clothing and personal equipment and will be responsible for their return in good condition, less normal depreciation and destruction in the course of employment.

## **ARTICLE XVI**

### **INSURANCE**

Section 16.1. Coverage. The Village agrees to provide an HMO medical plan, High Deductible PPO #1 medical plan, dental insurance, and life insurance coverage for non-retired employees through the Intergovernmental Personnel Benefit Cooperative (IPBC). Notwithstanding the foregoing, the Village retains the right to change insurance provider(s), carrier(s), third party administrator(s), or to self-insure for the provision of health, dental, and/or life insurance benefits, and the Village further reserves the right to institute, maintain and change cost containment, benefits and other provisions of the plan(s), provided that such changes are made in the plan(s) for all employees of the Village.

Section 16.2. Coverage (continued). The Village also agrees to make available to non-retired employees and their eligible dependents substantially similar or improved group health and hospitalization insurance and life insurance coverage and benefits and dental coverage as in place prior to ratification of this Agreement. The parties agree and acknowledge that the insurance coverage and remaining details that were presented and bargained for in this agreement satisfy the Village's obligations in this paragraph.

Section 16.3. HDHP Contribution. The deductible amount of the High Deductible PPO #1 medical plan will be \$2,000 for single coverage and \$4,000 for family coverage during each plan year. The Village will fund fifty percent (50%) of the deductible amounts for the High Deductible PPO #1 medical plan through the VEBA plan to each officer's account for eligible employees in accordance with the remaining provisions of this agreement for so long as the High Deductible PPO #1 medical plan and VEBA plan remain in effect. In addition to the High Deductible PPO #1 medical plan, the Village, at its sole discretion, may add a second High Deductible Health Plan (HDHP) in the future. In the event a second HDHP is added, the Village will fund an amount toward the deductible of the second HDHP that is equal to the Village's contribution toward the applicable deductible for the High Deductible PPO #1 medical plan through the VEBA to each officer's account. For example, if at the time the second HDHP is added, the Village's deductible contribution for single coverage under the High Deductible PPO #1 medical plan is \$1,000, the Village's contribution toward the deductible for single coverage under the second HDHP will also be \$1,000.

Section 16.4. Retiree Insurance

- a) For officers hired prior to May 1, 1998 and who have retired as of the ratification of this Agreement, the Village will make available to such retired employees who have at least (20) years of full time service with the Village's Police Department, who are at least fifty (50) but less than sixty five (65) years of age, and who are not eligible for insurance from any other employer, individual and dependent coverage (where the dependents are under the age of 65) at group rates, the Village will pay 33 1/3% of this cost. The Village will pay the 33 1/3% contribution toward the retiree's initial retiree insurance selection which may include the continuation of the Village's active plan, an individual Medicare supplement, or a fully insured Village Medicare plan if available, for any retiree who is eligible for Medicare. Once the fully insured Village Medicare plan is available, Medicare-eligible retirees must switch to the fully insured Village Medicare plan in order to continue receiving the 33 1/3% contribution. The Village reserves the right to change or offer alternative insurance carriers, health maintenance organizations, or benefit levels or to self-insure as it deems appropriate, so long as the new or alternative coverage and benefits are substantially similar to those which they are replacing. It is understood that these retiree insurance benefits are

not guaranteed for life, but may be modified or eliminated in future Agreements.

- b) For officers, hired prior to May 1, 1998, who are currently employed by the Village, upon qualifying for retirement, the Village will pay the 33 1/3% contribution described in Section 16.4(a) toward the retiree's initial retiree insurance selection which may include the continuation of the Village's active plan, an individual Medicare supplement, or a fully insured Village Medicare plan if available, for any retiree who is eligible for Medicare. At the time of retirement, an officer described in this Section 16.4(b) may choose an alternative insurance plan not offered by the Village and the Village will pay 33 1/3% of the monthly premium of the alternative insurance plan provided said cost does not exceed the Village's 33 1/3% share of the Village HMO insurance plan. Once the fully insured Village Medicare plan is available, Medicare-eligible retirees must switch to the fully insured Village Medicare plan in order to continue receiving the 33 1/3% contribution unless they have obtained an alternative insurance plan that does not exceed the Village's 33 1/3% share of the Village HMO insurance plan, in which case, retirees may continue receiving the Village subsidy for the alternative insurance plan. Retirees that select an alternative insurance plan may not return to the Village insurance plan. It is understood that these retiree insurance benefits are not guaranteed for life, but may be modified or eliminated in future Agreements.

Section 16.5. Cost. The Village will pay eighty five percent (85%) of the cost of the premiums for full-time employees' individual and dependent group health for employees participating in the HMO medical plan and hospitalization insurance, employee-only dental insurance, and will pay ninety percent (90%) of the cost of premiums for full-time employee's individual and dependent group health for employees participating in the High Deductible PPO #1 medical plan. Past practice will continue for family dental insurance. Employees desiring Village coverage will be required to pay the remainder of the monthly premium cost. The employee's portion of insurance premiums will be deducted semimonthly from paychecks.

Employees participating in the High Deductible PPO #1 medical plan, except those hired prior to May 1, 1998, will receive a contribution, into the officer's VEBA, equal to 50% of the annual deductible on January 1<sup>st</sup> of each year.

Section 16.6. Life Insurance. The Village shall provide, at no cost to the employee, term life insurance coverage in the amount of fifty thousand dollars (\$50,000.00).

Section 16.7. Terms of Insurance Policies to Govern. The extent of coverage under the insurance policies (including HMO and self-insured plans) referred to in this Agreement shall be governed by the terms and conditions set forth in said policies

or plans. Any questions or disputes concerning said insurance policies or plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Village, nor shall such failure be considered a breach by the Village of any obligation undertaken under this or any other Agreement. Nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the Village, employee or beneficiary of any employee, and nothing in this Section 16.7 shall relieve the Village of its obligation to provide coverages as specified in Sections 16.1 and 16.4.

Section 16.8. IRC Section 125 Plan. The Village will maintain an IRC Section 125 Plan whereby employees will be able to: 1) pay for their share of dental, health and hospitalization insurance premiums with pre-tax earnings; and 2) participate voluntarily in a Flexible Spending Account which allows employees to use pre-tax dollars to pay medical expenses and dependent care expenses not covered by their insurance. This plan will remain in effect so long as it continues to be permitted by the Internal Revenue Code.

Section 16.9. National Health Insurance. Should some form of the National Health Insurance be enacted which results in increased insurance costs to the Village, the Village may elect to reopen Article XVI only. Should the Village elect to reopen on insurance, the Council may elect to reopen for negotiation of Article XIV as well. Such negotiations shall begin within ten (10) days of the notice to reopen.

Section 16.10. Alternate Coverage Incentive. If an employee elects to drop their participation in the Village's Health plan due to being eligible for coverage elsewhere, the Village will provide an incentive payment as follows: alternate single coverage - \$75 per month; alternate family coverage - \$125 per month, provided written documentation of said alternate coverage is submitted prior to said incentive being paid and as otherwise requested by the Village.

Section 16.11. Retiree Health Savings Plan. Within 60 days of execution of this Agreement, the Village shall create a VEBA account for each Officer. The VEBA account shall be funded in accordance with this Agreement.

## **ARTICLE XVII**

### **GENERAL PROVISIONS**

Section 17.1. Gender. Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall be deemed to refer to both the masculine and feminine.

Section 17.2. Ratification and Amendment. This Agreement shall become effective when ratified by the parties and signed by authorized representatives thereof and may be



amended or modified during its term only with mutual written consent of both parties.

Section 17.3. Termination Effect. The Village reserves the right to unilaterally implement its final offer after the expiration of this Agreement and after reaching an impasse in negotiations, unless interest arbitration is invoked as provided under Section 14 of the Illinois Public Labor Relations Act, in which event the Village will maintain the status quo as required by Section 14(L) of the Act. The parties may also extend the terms of this Agreement by written agreement.

Section 17.4. Application of Agreement to MEG Unit and Other Special Assignment Employees. Notwithstanding anything to the contrary in this Agreement, officers who are assigned to the Metropolitan Enforcement Group ("MEG") or to any other governmental or inter-governmental agency having an independent law enforcement authority or basis of jurisdiction, 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 this Agreement. Without in any way limiting the generality of the foregoing, the practices, policies, procedures and directives of MEG applicable to hours of work and overtime shall be deemed to supersede inconsistent or contrary provisions of Article VI of this Agreement. Wages, insurance or other direct economic benefits shall continue to be governed by the terms of this Agreement, except that the Village and the officer involved may enter into a separate agreement governing overtime.

Section 17.5. Fitness Examinations. If 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 an examination by a qualified and licensed physician or other appropriate medical professional selected by the Village.

The Village shall also pay for a physical examination (as outlined in the April 17, 1997 letter from West Suburban Hospital Medical Center) by a qualified and licensed physician selected by the Village for each employee every three (3) years. The FOP and the Village agree that an employee may elect not to participate in all categories of the examination except the drug screen. Such examination shall be scheduled during the employee's work shift, provided staffing levels do not fall below minimums set by the Chief. The Village shall be entitled to notification from the doctor that the employee is fit or not fit for duty. The results of the examination shall be provided to the employee by the doctor. If the employee is advised of any abnormalities present during the examination, the employee shall provide their personal physician with examination results and shall follow-up with their personal physician in a timely manner.

Nothing in this section shall preclude the Village from changing the provider of the medical exam so long as the elements of the exam described above are substantially similar or improved.

Section 17.6. Physical Fitness Requirements. In order to maintain and improve efficiency in the Police Department, to best protect the public and to reduce insurance costs and risks, the Village may establish a reasonable physical program, which shall include individualized goals. While employees may be required to participate in any such program, no employee will be disciplined for failure to meet any goals that may be established as long as the employee makes a good faith effort to meet any such goals. Before any such program is implemented, the Village shall review and discuss the program at a Labor Management Meeting.

Section 17.7. Drug and Alcohol Testing. The Village may require an employee to submit to urine and/or blood tests if the Village determines there is reasonable suspicion for such testing and as part of an employee's triennial physical. In order to comply with 50 ILCS 727/1-25, any employee who discharges his firearm causing injury or death to a person or persons during the performance of their duty must submit to drug and alcohol testing by the end of the covered members' shift or tour of duty. There shall be no random testing.

The Village shall use only licensed and accredited clinical laboratories for such testing and shall be responsible for maintaining a proper chain of custody. The taking of urine samples shall not be witnessed unless there is reasonable suspicion to believe that the employee is tampering with the testing procedure. If the first test results in a positive finding, a confirmatory test (GC/MS or a scientifically accurate equivalent) shall be conducted. An initial positive test result shall not be submitted to the Village unless the confirmatory test result is also positive as to the same sample. Upon request, the Village shall provide an employee with a copy of any test results which the Village receives with respect to such employee.

A portion of the tested sample shall be retained by the laboratory so that the employee may arrange for another confirmatory test (GC/MS or a scientifically accurate equivalent) 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.

Use, sale or possession of proscribed 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, including termination. All issues relating to the drug and alcohol testing process (e.g., whether there is reasonable suspicion for ordering an employee to undertake a test, whether a proper chain of custody has been maintained, etc.) may be grieved in accordance with the grievance and arbitration procedure set forth in this Agreement.

Section 17.8. No Smoking. All employees are strongly encouraged to quit smoking. Any employees who do not quit smoking may be prohibited by Village or department policy from smoking in designated area(s).

Section 17.9. Non-Discrimination. In accordance with applicable law, neither the Village nor the Labor Council shall discriminate against any employee covered by this Agreement because of race, sex, age, religion, creed, color, national origin, disability, or Labor Council membership or non-membership. Any dispute concerning the interpretation and application of this Section shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

Section 17.10. Access to Personnel File. Upon reasonable request, an employee shall have the right to review the non-confidential documents in his personnel file, provided that no documents in an employee's file shall be marked or altered. Upon the effective date of this Agreement, an employee shall be notified when adverse non-confidential material is placed in his personnel file and the employee shall have the right within thirty (30) days thereafter to submit a written response to any such adverse material. An employee may request that a copy of any of the non-confidential documents in his personnel file be copied. Nothing herein shall require the Village to collate or compile any information. Confidential documents in an employee's personnel file shall not be used against an employee in any disciplinary proceeding or with respect to levels of compensation, provided that confidential documents may be used in considering and in acting on promotions to the extent not prohibited by law.

Section 17.11. Preservation of Statutory Rights. An employee who suffers an injury in the line of duty shall be entitled to a leave to the extent specified in Illinois Compiled Stat. 5 ILCS 345/1, (as effective January 1, 1993).

Section 17.12. Fleet Management Program. The Village has implemented a Fleet Management Program which uses GPS as part of its features, for use by all Department members, and not a standalone GPS or AVL program for the sole use to track vehicles by management only. Nothing contained or encompassed within the fleet management program will add to or nullify any language or rights contained within the Collective Bargaining Agreement or within the Department General Orders.

The primary uses of Fleet Management software for the River Forest Police Department are the following:

- To improve officer safety.
- To improve the efficiency of fleet maintenance and reduce overall repair costs.
- To provide enhanced technical, historical, and repair data for use in budgetary and vehicle replacement strategic planning.



No officer shall be disciplined for conduct discovered solely as a result of random review of any mapping and GPS data.

## **ARTICLE XVIII**

### **BILL OF RIGHTS**

#### **Section 18.1. Conduct of Disciplinary Investigation.**

##### **Definitions:**

- (a) **Officer**: Means any peace officer, as defined by Section 2-13 of the Criminal Code of 1961, as now or hereafter amended, who is employed by any unit of local government, including supervisory, and command personnel. The term does not include crossing guards, parking enforcement personnel, traffic wardens or employees of any State's Attorney's Office.
- (b) **Informal Inquiry**: Means a meeting by supervisory or command personnel with an officer upon whom an allegation of misconduct has come to the attention of such supervisory or command personnel, the purpose of which meeting is to mediate a citizen complaint or discuss the facts to determine whether a formal investigation should be commenced.
- (c) **Formal Investigation**: Means the process of investigation ordered by a commanding officer during which the questioning of an officer is intended to gather evidence of misconduct which may be the basis for filing charges seeking his or her removal, discharge or suspension in excess of three (3) days.
- (d) **Interrogation**: Means the questioning of an officer pursuant to the formal investigation procedures of the respective unit of local government in connection with an alleged violation of such unit's rules which may be the basis for filing charges seeking his or her suspension, removal or discharge. The term does not include questioning (1) as part of an informal inquiry or (2) relating to minor infractions of agency rules which may be noted on the officer's record but which may not in themselves result in removal, discharge or suspension in excess of three (3) days.
- (e) **Administrative Proceeding**: Means any non-judicial hearing which is authorized to recommend, approve or order the suspension, removal or discharge of an officer.

Section 18.2. Formal Investigations.

- (a) No officer shall be subjected to interrogation without first being informed in writing of the nature of the investigation. If an administrative proceeding is instituted, the officer shall be informed beforehand of the names of all complainants. The information shall be sufficient to reasonably apprise the officer of the nature of the investigation.
- (b) All interrogations shall be conducted at a reasonable time of day. Whenever the nature of the alleged incident and operational requirements permit, interrogations shall be conducted during the time when the officer is on duty. In the event that such interrogations are conducted on the employee's off-duty hours at the request of the Village, then the employee shall be compensated in accordance with the overtime payment provisions of this Agreement.
- (c) The officer under investigation shall be informed of the name, rank and unit or command of the officer in charge of the investigation, the interrogators, and all persons present during any interrogation except at a public administrative proceeding.
- (d) Interrogation sessions shall be of reasonable duration and shall permit the officer interrogated reasonable periods for rest and personal necessities.
- (e) The officer being interrogated shall not be subjected to professional or personal abuse, including offensive language.
- (f) A complete record of any interrogation shall be made, and a complete transcript or copy shall be made available to the officer under investigation without charge and without undue delay. Such record may be electronically recorded, or may be transcribed by a court reporter.
- (g) No officer shall be interrogated without first being advised in writing that admissions made in the course of the interrogation may be used as evidence of misconduct or as the basis for charges seeking suspension, removal or discharge.
- (h) The officer under formal investigation shall have the right to be represented by either legal counsel, or a Labor Council representative, of the employee's choosing, and may request said representation at any time during the interrogation. When such request is made for representation, no interrogation shall proceed until reasonable time and opportunity are provided the employee to obtain such representation.

If the appropriate request for representation is made, and that representation is not reasonably available, the employee may be questioned without the representation being present.

The presence of legal counsel or Labor Council representation at an interrogation shall not interrupt or interfere with the Village's right to question employees, or the obligation of employees to respond to questions relevant to the matter being investigated.

- (i) Admissions or confessions obtained during the course of any interrogation not conducted in accordance with this Article may not be utilized in any subsequent disciplinary proceeding against the officer.
- (j) In the course of any interrogation, no officer shall be required to submit to a polygraph test or any other test questioning by means of any chemical substance, except with the officer's expressed written consent, or except as provided in Section 17.7 of this Agreement (Drug & Alcohol Testing). Refusal to submit to such tests shall not result in any disciplinary action nor shall such refusal be made a part of his or her record.

### Section 18.3. Miscellaneous.

- (a) The rights of officers in disciplinary procedures set forth under this Article shall not diminish the rights and privileges of officers that are guaranteed to all citizens by the Constitution and laws of the United States and of the State of Illinois, except that this Article supersedes the Uniform Police Officers' Disciplinary Act, Ill. Compiled Stat. 50 ILCS 725/1.
- (b) This Article does not apply to any officer charged with violating any provisions of the Criminal Code of 1961, or any federal, State or local criminal law.
- (c) No officer shall be discharged, disciplined, demoted, denied promotion or seniority, transferred, reassigned or otherwise discriminated against in regard to his or her employment, or be threatened with any such treatment as retaliation for or by reason of his or her exercise of the rights granted by this Article.
- (d) No law enforcement officer shall be required or requested to disclose any item of his property, income, assets, source of income, debts, or personal or domestic expenditures (including those of any member of his family or household) unless such information is necessary in investigating a possible conflict of interest with respect to the performance of his official duties, or unless such disclosure is required by law, or unless it is reasonably related to the enforcement of departmental rules and regulations concerning outside employment.
- (e) If the investigation or interrogation of a law enforcement officer results in the recommendation of suspension or discharge, then the Employer shall follow the procedures set forth in 65 ILCS 5/10-2.1-17 of the Illinois Compiled Statutes. The Law Enforcement Officer may be relieved of duty

pending a hearing with or without pay (but not to exceed 30 days without pay).

- (f) If any officer covered by this Agreement is charged by indictment or complaint to have violated any provision of the Criminal Code of Illinois or any statute of the United States, he shall be entitled to his wages and other economic benefits provided for in this Agreement until such time as formal charges are filed with the Board of Fire and Police Commissioners.
- (g) No photo of an officer under investigation shall be made available by the Village to the media prior to a conviction of a criminal offense or prior to a decision being rendered.
- (h) The Police Department shall not compel an officer under investigation to speak or testify before, or to be questioned by any Civilian Review Board (excluding the Fire and Police Commission) on any matter or issue under investigation.
- (i) The provisions of this Article shall not be applicable if the purpose of the meeting is solely to inform the employee of disciplinary action.
- (j) Nothing in this agreement is intended to diminish an officer's right to representation as provided under the Illinois Public Labor Relations Act.

## **ARTICLE XIX**

### **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, with the following exception:

The party requesting arbitration shall proceed with its case first at the interest arbitration hearing, followed by the other party. Once both parties have presented their cases-in-chief, both parties may present rebuttal evidence and/or witnesses. Both parties reserve the right to file post-hearing briefs.

## **ARTICLE XX**

### **POLICE AND FIRE COMMISSION**

The parties recognize that the Board of Fire and Police Commissioners of the Village of River Forest 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 Board of Fire and Police Commissioners, whose activities and powers shall continue to be subject to the applicable provisions of 65 ILCS 5/10-2.1-1, *et seq.*, except as denoted in Article 7. Pursuant to Section 15 of the IPLRA and 65 ILCS § 10-2.1-17, the parties have negotiated an alternative

procedure based upon the grievance and arbitration provisions of this Agreement.

## **ARTICLE XXI**

### **SAVINGS CLAUSE**

If any provision of this Agreement, or the application of such provision, is or shall at any time be contrary to or unauthorized by law, or modified or affected by the subsequent enactment of law, or held invalid and unenforceable by operation of law or by any board, agency or court of competent jurisdiction, then such provision shall not be applicable or performed or enforced, except to the extent permitted or authorized by law and such provision shall be deemed modified to the extent necessary to conform to law; provided that in such event all other provisions of this Agreement shall continue in effect.

## **ARTICLE XXII**

### **MAINTENANCE OF ECONOMIC BENEFITS**

All economic benefits which are not set forth in this Agreement and are currently in effect shall continue and remain in effect until such time as the Village shall notify the Labor Council of its intention to change them. The Village shall also provide written notice to the Labor Council of any changes involving the bargaining unit that are mandatory subjects of bargaining, provided that such notice obligations shall not in any way limit the ability of the Village to make and implement decisions without bargaining consistent with Articles IV (Management Rights), Article XXIII (Entire Agreement) or as elsewhere provided in this Agreement. Upon such notification, and if requested by the Labor Council within seven (7) calendar days of receiving notice, the Village shall meet and discuss such change before it is finally implemented by the Village. The failure of the Labor Council to request discussions within seven (7) calendar days of receiving notice shall act as a waiver of the right to such discussions by the Labor Council. These meet and confer discussions shall not delay the implementation of such changes so long as the Labor Council has received at least fourteen (14) calendar days' notice prior to their effective date and so long as there has been at least one (1) meeting to discuss the issue. The parties acknowledge that this Article does not impose a duty to bargain and that changes may be implemented and continued in effect as provided in this Article even in the absence of an agreement.

## **ARTICLE XXIII**

### **ENTIRE AGREEMENT**

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated in this Agreement.

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



and opportunity are set forth in this Agreement. Therefore, the Village and the Labor Council, 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, whether or not referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. It is expressly agreed that the Village may unilaterally exercise any management rights consistent with Article IV even though the exercise of such rights may involve subjects or matters not referred to or covered in this Agreement. The Labor Council specifically waives any right it might have to impact or effects bargaining for the life of this Agreement.

## ARTICLE XXIV


### TERMINATION

This Agreement shall be effective when executed by both parties (except that changes in economic benefits shall be effective May 1, 2019, unless stated otherwise elsewhere in this Agreement) and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2023. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred twenty (120) days prior to the April 30 anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the April 30 anniversary date.

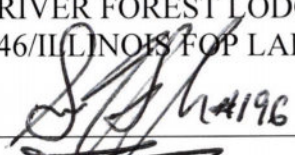


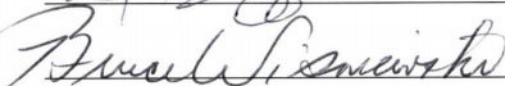
In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

Executed this 27<sup>th</sup> day of September, 2021

VILLAGE OF RIVER FOREST:

  
\_\_\_\_\_  
Lisa Scheuer

FRATERNAL ORDER OF POLICE,  
RIVER FOREST LODGE  
46/ILLINOIS FOP LABOR COUNCIL:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_



APPENDIX A

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

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.

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council  
974 Clock Tower Drive  
Springfield, IL 62704  
(217) 698-9433

## APPENDIX C

### **Base Wage Schedule Village of River Forest**

#### **Annual Salary for Patrolmen Hired Before May 1, 2013**

<b>Step</b>	<b>Description*</b>	<b>Current</b>	<b>+2.25%</b>	<b>+2.25%</b>	<b>+2.75%</b>	<b>+2.75%</b>
			<b>Effective</b>	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>
			<b>May 1, 2019</b>	<b>May 1, 2020</b>	<b>May 1, 2021</b>	<b>May 1, 2022</b>
1	Less than 1.5 years	\$65,081	\$66,545	\$68,043	\$69,914	\$71,836
2	1.5 years to 2.5 years	\$70,381	\$71,965	\$73,584	\$75,607	\$77,687
3	2.5 years to 3.5 years	\$76,119	\$77,832	\$79,583	\$81,771	\$84,020
4	3.5 years to 4.5 years	\$82,323	\$84,175	\$86,069	\$88,436	\$90,868
5	4.5 years to 5.5 years	\$89,035	\$91,038	\$93,087	\$95,647	\$98,277
6	after 5.5 years	\$96,291	\$98,458	\$100,673	\$103,441	\$106,286

#### **Annual Salary For Officers**

	<b>Current</b>	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>
		<b>May 1, 2019</b>	<b>May 1, 2020</b>	<b>May 1, 2021</b>	<b>May 1, 2022</b>
Sergeant	\$110,737	\$113,229	\$115,776	\$118,960	\$122,231

#### **Annual Salary for Patrol Officer Hired After to May 1, 2013**

<b>Step</b>	<b>Description*</b>	<b>Current</b>	<b>+2.25%</b>	<b>+2.25%</b>	<b>+2.75%</b>	<b>+2.75%</b>
			<b>Effective</b>	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>
			<b>May 1, 2019</b>	<b>May 1, 2020</b>	<b>May 1, 2021</b>	<b>May 1, 2022</b>
1	Less than 1.5 years	\$65,081	\$66,545	\$68,043	\$69,914	\$71,836
2	1.5 years to 2.5 years	\$68,336	\$69,874	\$71,446	\$73,410	\$75,429
3	2.5 years to 3.5 years	\$71,752	\$73,366	\$75,017	\$77,080	\$79,200
4	3.5 years to 4.5 years	\$75,340	\$77,035	\$78,768	\$80,935	\$83,160
5	4.5 years to 5.5 years	\$79,107	\$80,887	\$82,707	\$84,981	\$87,318
6	5.5 years to 6.5 years	\$83,062	\$84,931	\$86,842	\$89,230	\$91,684
7	6.5 years to 7.5 years	\$87,215	\$89,177	\$91,184	\$93,691	\$96,268
8	7.5 years to 8.5 years	\$91,577	\$93,637	\$95,744	\$98,377	\$101,083
9	After 8.5 years	\$96,291	\$98,458	\$100,673	\$103,441	\$106,286

Annual Salary For Officers

	<b>Current</b>	<b>Effective May 1, 2019</b>	<b>Effective May 1, 2020</b>	<b>Effective May 1, 2021</b>	<b>Effective May 1, 2022</b>
Sergeant	\$110,737	\$113,229	\$115,776	\$118,960	\$122,231

APPENDIX D

**Village of River Forest**  
**Family and Medical Leave Policy**  
(as stated in the Personnel Manual)

## **FAMILY LEAVE (FMLA)**

### **i) STATEMENT OF POLICY**

In accordance with the Family and Medical Leave Act, effective August 5, 1993, the Village will grant job protected unpaid family and medical leave to eligible male or female employees for up to 12 weeks per 12-month period for any one or more of the following reasons:

- A. The birth of a child and in order for such child or the placement of a child with the employee for adoption or foster care (leave for this reason must be taken and completed within the 12-month period following the child's birth or placement with the employee); or
- B. In order to care for an immediate family member (spouse, child, or parent) of the employee if such immediate family member has a serious health condition; or
- C. The employee's own serious health condition that makes the employee unable to perform the functions of his/her position.

#### **a. DEFINITIONS**

- A. "12-Month Period" - means a rolling 12-month period measured backward from the date leave is taken and continues with each additional leave day taken (i.e. each time an employee takes family/medical leave, the remaining leave entitlement would be the balance, if any, of the 12 weeks that has not been used during the immediately preceding 12 months).
- B. "Spouse" – does not include unmarried domestic partners. If both spouses work for the Village, their total leave in any 12-month period shall be limited to any aggregate of 12 weeks if the leave is taken for either the birth or placement for adoption or foster care of a child, or to care for a sick parent.
- C. "Child" – means a child either under 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee's "child" is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster or step-child.
- D. "Incapacity" - means an inability to work, attend school, or perform other regular daily activities due to a serious health condition, treatment therefor, or recovery therefrom.
- E. "Serious Health Condition" – means an illness, injury, impairment, or a physical or mental condition that involves one of the following:

1. *Hospital Care*

Inpatient care (*i.e.*, an overnight stay) in a hospital, hospice or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care.

2. *Absence Plus Treatment*

A period of incapacity of more than three consecutive days (including any subsequent treatment or treatment or period of incapacity relating to the same condition), that also involves:

1. *Treatment*<sup>1</sup> two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (*e.g.*, physical therapist) under orders of, or on referral by, a health care provider; *or*
2. Treatment by a health care provider on a least one occasion which results in a *regimen of continuing treatment*<sup>2</sup> under the supervision of the health care provider.

3. *Pregnancy*

Any period of incapacity due to pregnancy, or for prenatal care.

4. *Chronic Conditions Requiring Treatments*

A chronic condition which:

1. Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
2. Continues over an extended period of time (including recurring episodes of a single underlying condition); and
3. May cause episodic rather than a continuing period of incapacity (*e.g.*, asthma, diabetes, epilepsy, etc.).

5. *Permanent/Long-Term Conditions Requiring Supervision*

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<sup>1</sup> Treatment includes examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examination, eye examinations, or dental examinations.

<sup>2</sup> A *regimen of continuing treatment* includes, for example, a course of prescription medication (*e.g.*, an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition. A regime of treatment does not include the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), and kidney disease (dialysis).



A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

6. *Multiple Treatments (Non-Chronic Conditions)*

Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), and kidney disease (dialysis).

i. **COVERAGE AND ELIGIBILITY**

A. To be eligible for family/medical leave, an employee must:

1. Have worked for the Village for at least 12 months; and
2. Have worked at least 1,250 hours over the previous 12-month period.

ii. **INTERMITTENT OR REDUCED LEAVE**

A. An employee may take leave intermittently (a few days or a few hours at a time) or on a reduced leave schedule when medically necessary, to care for an immediate family member with a serious health condition, or because of a serious health condition of the employee.

1. "Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule.
2. At the sole discretion of the Village, an employee granted intermittent leave may be required to transfer temporarily to a position with equivalent pay and benefits that better accommodates the recurring periods of leave.
3. Intermittent leave increments may not be shorter than the shortest period of time that the Village's payroll system uses to account for absences.

B. An employee may take leave intermittently or on a reduced leave schedule for birth or placement for adoption or foster care of a child only with the employee's Department Head's consent.

C. For part-time employees and those who work variable hours, the family and medical leave entitlement is calculated on a pro rata basis. A weekly average of the hours worked over

the 12 weeks prior to the beginning of the leave should be used for calculating the employee's normal workweek.

### **SUBSTITUTION OF PAID LEAVE**

- A. An employee will be required to substitute accrued paid vacation leave, personal days, and/or sick leave if applicable, for any part of a family/medical leave taken for any reason. Substitution of sick leave will be required only when the purpose of the family/medical requested is a purpose for which the employee's department permits sick leave to be used.
- B. When an employee has used accrued paid vacation leave, personal days, and/or sick leave if applicable, for a portion of family/medical leave, the employee may request an additional period of unpaid leave to be granted so that the total of paid and unpaid leave provided over the immediately preceding 12 month period equals 12 weeks.

### **iii. NOTICE REQUIREMENT**

- A. An employee is required to give thirty (30) days' notice in the event of a foreseeable leave. A "Request for Family/Medical Leave" form (see attached) should be completed by the employee, submitted to their Department Head who will then forward it to the Village Administrator. In unexpected or unforeseeable situations, an employee should provide as much notice as is practicable, usually verbal notice within one or two business days of when the need for leave becomes known, followed by a completed "Request for Family/Medical Leave" form.
- B. If an employee fails to give thirty (30) days' notice for a foreseeable leave with no reasonable excuse for the delay, the leave may be denied until thirty (30) days after the employee provides notice.

### **iv. MEDICAL CERTIFICATION**

- A. For leaves taken because of the employee's, or a covered family member's serious health condition, the employee must submit a completed "Certification of Health Care Provider" form (see attached), submitted to the Department Head who will then forward it to the Village Administrator. Medical certification must be provided by the employee within 15 days after the employee's request for family/medical leave is filed, or as soon as is reasonably possible.
- B. The Village may require:
  - 1. A second or third opinion (at the Village's own expense) in accordance with the provisions of the Family and Medical Leave Act.
  - 2. Periodic status reports on the condition of the employee or the covered family member.
  - 3. Periodic status reports on the employee's intent to return to work.

4. A certification from the employee's attending physician that the employee is able to return to work.
- C. All documentation related to the employee's or family member's medical condition will be held in strict confidence and maintained in the employee's medical records file.

**v. EFFECTS ON BENEFITS**

- A. An employee granted a leave under this policy will continue to be covered under the Village group health insurance plan, life insurance plan and long-term disability plan under the same conditions as coverage would have been provided if he or she had been continuously employed during the leave period.
- B. Employee contributions will be required either through payroll deduction (during substituted paid family/medical leave periods) or by direct payment to the Village (during unpaid family/medical leave periods). The employee will be advised in writing at the beginning of the leave period as to the amount and method of payment and times that payments are due. Employee contribution amounts are subject to any change in rates that occur while the employee is on leave.
- C. If an employee's contribution is more than thirty (30) days late, the Village Administrator may terminate the employee's insurance coverage.
- D. If at its sole discretion the Village pays any portion of the employee contributions scheduled but missed by the employee while on leave, the employee will be required to reimburse the employer for delinquent payments (on a payroll deduction schedule) upon return from leave. The employee will be required to sign a written statement at the beginning of the leave period authorizing the Village to make such payments at its sole discretion and authorizing the subsequent repayment of such payment by payroll deduction.
- E. If the employee fails to return from unpaid family/medical leave for reasons other than [1] the continuation of a serious health condition of the employee or a covered family member, or [2] circumstances beyond the employee's control (certification required within thirty (30) days of failure to return for either reason), the Village may seek reimbursement from the employee for the portion of the premiums paid by the Village on behalf of that employee (also known as the employer contribution) during the period of leave, as well as any employee contributions paid by the Village.
- F. An employee is not entitled to seniority or benefit accrual during periods of unpaid leave but will not lose anything accrued prior to leave except as required by State and Federal statutes.

**vi. JOB PROTECTION**

- A. If the employee returns to work at the end of the family/medical leave, he/she is entitled to be reinstated to his/her former position or an equivalent position with equivalent pay, benefits, status and authority.

- B. The employee's restoration rights are the same as they would have been had the employee not been on leave. Thus, if the employee's position would have been eliminated or the employee would have been terminated but for the leave, the employee would not have the right to be reinstated upon return from leave.
- C. If the employee fails to return at the end of the family/medical leave, the employee may be dismissed or may be reinstated to his/her same or similar position at a later date only if available, in accordance with applicable laws.

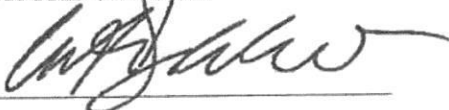
**vii. FAMILY/MEDICAL LEAVE FORMS TO BE SUBMITTED BY THE EMPLOYEE**

- 1. Request for Family/Medical Leave
- 2. Certification of Health Care Provider
- 3. Authorization for Payroll Deduction for Benefit Plan Coverage Continuation During A Family/Medical Leave of Absence
- 4. Fitness for Duty to Return from Leave

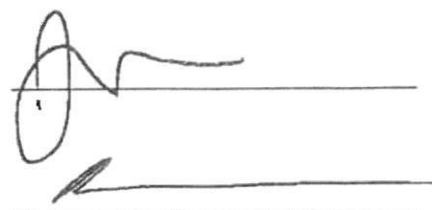
### **SIDE LETTER AGREEMENT**

The Village will create an employee task force consisting of two representatives from each bargaining unit, management and non-union employees. The purpose of the task force is to discuss and evaluate the Village's proposal to modify its current payroll cycle from 24 to 26 pay periods per year and to create a possible implementation strategy amenable to all parties. The Village asks that one of the two representatives selected be in attendance at each meeting. If the meeting is scheduled on a day that the employee is not scheduled to work the employee will be compensated for the time that he is in attendance at the meeting and minimum call-out time will not apply.

FOR THE VILLAGE

A handwritten signature in dark ink, appearing to be 'W. J. Shaw', written over a horizontal line.

FOR THE UNION

A handwritten signature in dark ink, consisting of a large loop followed by a horizontal stroke, written over a horizontal line.

## **Appendix F – Election Form**

### **Irrevocable Election of Discipline Appeal Procedure**

I, \_\_\_\_\_, received discipline issued against me on \_\_\_\_\_. I hereby make the following selection of my appeal process of such discipline by placing an “X” to the appeal of the discipline issued against me. I understand that I may choose only one option. I understand that I may choose to accept the discipline, proceed to contest the discipline through the grievance arbitration process set forth in Article VII, or I may choose to appeal before the Board of Fire and Police Commissioners. I further understand that I must notify the Chief of Police or designee of my choice to appeal the discipline within seven (7) calendar days of the issuance of discipline. If I fail to select the forum for hearing my appeal of the discipline within seven (7) calendar days, I waive my right to appeal.

\_\_\_\_\_ I will accept the discipline as issued.

\_\_\_\_\_ I will proceed to appeal through grievance arbitration. I hereby acknowledge that I understand that my choice of proceeding through grievance arbitration serves as an irrevocable waiver of any and all rights to have the appeal heard by the Board of Fire and Police Commissioners.

\_\_\_\_\_ I want to proceed to the Board of Fire and Police Commissioners. I hereby acknowledge that I understand that my choice of the Board of Fire and Police Commissioners serves as an irrevocable waiver of any and all rights to have the appeal heard through grievance arbitration.

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Employee Name (Print) Date

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Employee Name (Signature) Date

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Labor Council Representative Date