

RESOLUTION 18-06

A RESOLUTION APPROVING THE COLLECTIVE BARGAINING AGREEMENT NEGOTIATED WITH THE FRATERNAL ORDER OF POLICE

WHEREAS, the existing Collective Bargaining Agreement (“CBA”) with the Fraternal Order of Police (“FOP”) ran from May 1, 2014 through April 30, 2017, and the parties thereto initiated a new set of negotiations intending that the CBA be renewed for a new term of three years, and

WHEREAS, the Village Board was duly briefed by the Administrator, Police Chief and Village Attorney in executive session consistent with the provisions of the Illinois Open Meetings Act (5 ILCS 120/1 et. seq., and

WHEREAS, following the said briefings, the said Staff members as well as special labor counsel met with representatives of the FOP and negotiated a draft CBA within the parameters set by the Board, which was then reduced to a tentative agreement, and a true copy of the same is attached as Exhibit A hereto, and

WHEREAS, the FOP members have voted to ratify the said CBA, and

WHEREAS, the Village Board finds that the Exhibit A proposed draft CBA is fair, equitable and proper, and that the same should be ratified in all respects,

NOW THEREFORE, BE IT RESOLVED by the Village of Antioch, Lake County, Illinois, as follows:

SECTION ONE: The Exhibit A proposed draft Collective Bargaining Agreement with the Fraternal Order of Police be and is hereby ratified.

SECTION TWO: The Mayor, Administrator and all appropriate Village officials are directed to execute the said CBA and to take all steps necessary to implementing the same forthwith.

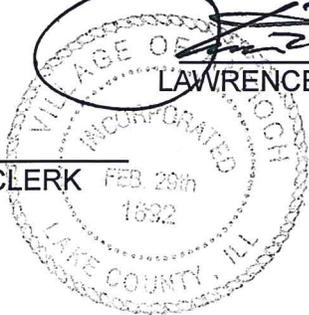
SECTION THREE: This resolution shall take effect immediately upon passage.

PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF ANTIOCH, ILLINOIS, ON THIS 12th DAY OF FEBRUARY, 2018.

ATTEST:


LORI K. ROMINE, VILLAGE CLERK


LAWRENCE M. HANSON, MAYOR



Illinois FOP Labor Council & Village of Antioch

Sergeants and Patrol Officers



2018 - 2020

WILL NEED TO BE UPDATED

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AGREEMENT

This Agreement is made and entered into by and between the Village of ANTIOCH (hereinafter referred to as the "Village") and the Illinois Fraternal Order of Police LABOR COUNCIL (hereinafter referred to as the "Council").

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

NOW, THEREFORE, the parties agree as follows:

ARTICLE I RECOGNITION AND REPRESENTATION

Section 1.1. Recognition.

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

Section 1.2. Council's Duty of Fair Representation.

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

ARTICLE II NON-DISCRIMINATION

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

ARTICLE III COUNCIL RIGHTS

Section 3.1. Dues Check-off.

During the term of this Agreement, the Village will deduct from each employee's paycheck once each pay period the regular Council dues for each employee in the bargaining unit who has filed with the Village a lawfully written authorization form, a sample copy of which is attached as Appendix "B". The dues deducted by the Village will be sent to the Council on a periodic basis, by mailing the amount collected an address specified by the Council.

The actual dues amount deducted, as determined by the Council, shall be uniform for each employee in order to ease the Village's burden in administering this provision. The Council may change the fixed uniform dollar amount once each year during the life of this Agreement by giving the Village at least thirty (30) days' notice of any change in the amount of the uniform dues to be deducted.

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

Section 3.2. Fair Share.

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

The Council agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in Chicago Teachers Union v. Hudson, 475 U.S. 292 (1986), with respect to the constitutional rights of fair share fee payers. Accordingly, the Council agrees to do the following:

1. Give timely notice to fair share fee payers of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.

2. Advise fair share fee payers of an expeditious and impartial decision-making process whereby fair share fee payers can object to the amount of the fair share fee.
3. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payers to the amount of the fair share fee.

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

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

Section 3.3. Indemnification.

The Council shall indemnify and hold harmless the Village, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Village for the purpose of complying with the provisions of this Article, or in reliance on any written check-off authorization, certification or affidavit furnished under any of such provisions.

Section 3.4. Council Use of Bulletin Board.

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

**ARTICLE IV
LABOR-MANAGEMENT COMMITTEE**

The union and the employer mutually agree that in the interest of management and employee relations, it is desirable that meetings be held between union representatives and responsible administrative representatives of the employer. Such meetings shall be held as agreed by both parties at the Police Department or other mutually agreed upon time and place. In addition to scheduled meetings, each party may request an additional meeting by placing, in writing, a request to the other for a meeting of the labor-management committee.

Such meetings shall be limited to:

- Discussing the implementation and general administration of this agreement.
- A sharing of general information of interest to the parties.
- Notifying the union of changes in conditions of employment contemplated by the employer that may affect the officers.
- Conferring on matters of mutual interest.
- Safety practices and procedures within the police department, equipment additions and/or facility modifications.
- Questions raised by police officers about supervisory practices of the departmental command.

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

Attendance at a meeting of the labor-management committee shall be voluntary on the officer's part, and attendance during such meetings shall not be considered time worked for compensation purposes, except for officers who attend during working hours, the officer shall be permitted to attend without loss of pay. The Police Chief may invite other Village representatives (not to exceed two) to attend such meetings.

ARTICLE V GRIEVANCE PROCEDURE

Section 5.1. Definition.

A "grievance" is defined as a dispute or difference of opinion raised by an employee or the Council against the Village involving an alleged violation of an express provision of this Agreement.

Section 5.2. Procedure.

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

STEP 1 - Commander

Any employee who has a grievance or the Council if a "union" grievance shall submit the grievance (Appendix "A") in writing to his Commander or his designee, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than fourteen (14) calendar days from the date of the first occurrence

of the matter giving rise to the grievance or within fourteen (14) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The Commander or his designee shall render a written response to the grievant within ten (10) calendar days after the grievance is presented.

STEP 2- Police Chief

If the grievance is not settled at Step 1 and the grievant wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Police Chief or his/her designee(s) within ten (10) calendar days after receipt of the Village's answer at Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Police Chief or his/her designee(s) shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within ten (10) calendar days with the grievant. The Police Chief or his designee shall render a written response to the grievant within ten (10) calendar days after the grievance is presented.

STEP 3 – Village Administrator

If the grievance is not settled at Step 2 and the grievant wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted in writing to the Village Administrator or his/her designee(s) within fourteen (14) calendar days after receipt of the Village's answer at Step 2. 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/her designee(s) shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within fourteen (14) calendar days with the grievant and an authorized representative of the Council at a time mutually agreeable to the parties. If a settlement is reached at this meeting, it shall be reduced to writing and signed by the Village, the grievant and, if present, a Council representative. If no settlement of the grievance is reached, the Village Administrator or his/her designee(s) shall provide a written answer to the grievant and the Council within fourteen (14) calendar days following their meeting.

Section 5.3. Arbitration.

If the grievance is not settled in Step 2 and the Council wishes to appeal the grievance from Step 3 of the grievance procedure, the Council may refer the grievance to arbitration, as described below, within thirty (30) calendar days of receipt of the Village's written answer as provided to the grievant at Step3:

- a. The parties shall attempt to agree upon an arbitrator within fourteen (14) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said fourteen (14) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Each party retains the right to reject one (1)

panel in its entirety and request that a new panel be submitted. Each party retains the right to request that any panel be composed only of members of the National Academy of Arbitrators. Both the Village and the Council shall have the right to alternatively strike names from the panel, with a coin flip determining the party who strikes the first name. The person remaining shall be the arbitrator.

b. The arbitrator selected shall be notified and shall be requested to set a time and place for the hearing, subject to the availability of Council and Village representatives.

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

d. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.

e. More than one (1) grievance may be submitted to the same arbitrator where both parties mutually agree in writing.

f. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and the Council; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 5.4. Limitations on Authority of Arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the Second Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of Federal or State 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 5.4 shall be final and binding upon the Village, the Council and the employees covered by this Agreement.

Section 5.5. Time Limit for Filing.

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

reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.

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

Section 5.6. Miscellaneous.

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

**ARTICLE VI
NO STRIKE-NO LOCKOUT**

Section 6.1. No Strike.

Neither the Council nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass absenteeism or any other intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. Each employee who holds the position of officer or steward of the Council occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Council agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 6.2 No Lockout.

The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Council.

Section 6.3 Penalty.

The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 1 is whether or not the employee

actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 6.4. Judicial Restraint.

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

**ARTICLE VII
SENIORITY, LAYOFF AND RECALL**

Section 7.1. Definition of Seniority.

Seniority shall be based on the length of time from the last date of beginning continuous full-time employment as a sworn peace officer in the Police Department of the Village. Seniority shall not be earned during the period of any unpaid leave in excess of five (5) consecutive days and in such event the employee's seniority shall be adjusted accordingly.

Section 7.2. Probationary Period.

All new employees and those hired after loss of seniority shall be considered probationary employees until they complete a probationary period of eighteen (18) months of actual work after completing the Basic Police Academy requirements. If the Village hires an employee who has already satisfactorily completed the Basic Police Academy requirements recognized by the Illinois Law Enforcement Training and Standards Board, the employee's eighteen (18) month probationary period shall commence immediately upon the date of hire. During an employee's probationary period the employee may be suspended, laid off, or terminated at the sole discretion of the Village. No grievance shall be presented or entertained in connection with the suspension, layoff, or termination of a probationary employee.

There shall be no seniority among probationary employees. 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 7.3. Seniority List.

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

Section 7.4. Layoff.

The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their length of service as provided in Illinois Revised Statutes

(Chapter 24, Section 10-2.1-18, as it existed on January 1, 1986), provided that any auxiliary or part-time peace officers that the Village may have employed shall be laid off before any employee covered by this Agreement is laid off. Any decision by the Village to layoff employees shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

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

Section 7.5. Recall.

Employees who are laid off shall be placed on a recall list for a period of three (3) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training.

Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Council, provided that the employee must notify the Police Chief or his designee of his intention to return to work within three (3) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Police Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list.

Section 7.6. Termination of Seniority.

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

- a) quits;
- b) is discharged;
- c) retires (or is retired should the Village adopt and implement a legal mandatory retirement age);
- d) falsifies the reason for a leave of absence or is found to be working during a leave of absence without prior written approval of the Village;
- e) fails to report to work at the conclusion of an authorized leave of absence or vacation;
- f) is laid off and fails to report for work within two (2) working days after the established date for the employee's return to work;
- g) is laid off for a period in excess of three (3) years;
- h) does not perform work for the Village for a period in excess of twelve (12) months; provided, however, this provision shall not be applicable to absences due to military service, established work-related injury compensable under workers'

- compensation and/or disability pension, or a layoff where the employee has recall rights; or
- i) is absent for two (2) consecutive working days without notifying the Police Chief or his designee.

Employees who establish to the Village's satisfaction that their absence under subsections 6(e) and (f) or their failure to notify under subsection 6(i) was clearly due to circumstances beyond their control shall not be terminated under this section.

ARTICLE VIII OUTSIDE EMPLOYMENT

No employee of the Village shall be employed in any other business, position or occupation that interferes or conflicts in any way with his Village position or with the full and proper performance of his duties. An employee engaged in outside employment must first notify the Police Chief of such employment every May of his current work status. The Village may deny or withdraw approval of outside employment upon just cause.

ARTICLE IX HOURS OF WORK AND OVERTIME

Section 9.1. Application of Article.

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

Section 9.2. Normal Workday and Work Cycle.

Within ninety (90) days following ratification of this Agreement by both parties, the following work schedule shall be put into effect: For employees assigned to the Patrol Division, the normal workday will be eight and one-half (8 ½) hours, including a thirty (30) minute paid lunch period. The normal work schedule will consist of a fifteen (15) day work cycle consisting of five (5) days on duty, followed by two (2) days off duty, five (5) days on duty, and three (3) days off duty.

For employees working specialized assignments, including investigations, DARE, special operations, and school resource officer, the normal workday will be eight (8) hours, including a thirty (30) minute paid lunch period. The normal work schedule will consist of twenty (20) workdays in a twenty-eight (28) day work cycle.

Section 9.3. Shifts and Bidding.

1. The midnight shift, shall be considered the shift in which a majority of the regularly scheduled hours fall between the hours of 11:00 p.m. and 7:00 a.m.
2. This shift and bidding process shall only apply to non-probationary officers assigned to the Patrol Division. Between March 1st and March 15th officers may submit a written bid for a permanent shift position commencing on the first shift change date in the ensuing month and extending for a period of twelve (12) consecutive months. The written bids will be submitted to the Police Chief and each may list a first and second choice, should the officer desire. The selection of officers per shift shall be based predominantly upon employee preference and seniority, provided that the Police Chief shall have the final right to approve or disapprove the assignment of any particular officer(s) to any particular shifts(s).
3. Permanent shift assignment shall commence on or about May 1st and remain in effect until April 30th.
4. An officer assigned to a permanent shift shall take all vacation time on the permanent shift (e.g., if an officer is permanently assigned to the day shift, then such officer must take all vacation time on the day shift).
5. The method of replacement for vacant positions will be determined exclusively by the Police Chief.
6. Notwithstanding the foregoing, the Police Chief shall have the right to transfer employees who have been permanently assigned to any shift under this section for any legitimate reason at any time, as determined by the Police Chief.
7. Officers returning to the patrol division from specialty assignments, e.g., investigations, DARE, special operations, etc., will be added to a shift or shifts at the Chief's discretion, until the next annual shift bidding procedure. Officers who complete their probationary period may participate in the subsequent annual shift bidding procedure described herein.

Section 9.4. Overtime Pay.

Except as provided below, an officer who is required to work outside of his regular work schedule as established by the Police Department in accordance with this Agreement will receive compensation for such overtime hours at the rate of one and one-half (1 ½) times his regular hourly rate of pay. For overtime and other hourly rate calculations under this Agreement, an officer's regular hourly rate shall be determined by dividing the officer's annual salary by 2080. All overtime shall be calculated on the basis of the employee's weekly schedule.

Sick leave use under Section 10.6, however, shall not count as hours worked for the purposes of overtime eligibility. Therefore, an officer who uses sick leave during one (40 hour) week of the two (2) week payroll period shall not receive time and one-half for

hours worked outside his regular shift schedule until such hours exceed the sick leave time used during that particular week. If the officer then works overtime hours in the second week in that same two week payroll period, and they do not use sick leave, they will be compensated for those hours at the overtime rate.

Section 9.5. Overtime Opportunities.

When the Département has advance notice of the need for overtime work or special details, a notice will be posted describing the work opportunity and affording interested officers the chance to volunteer for the work. First consideration to fill the work opportunity shall be given on a seniority basis to those who sign up during the first ninety-six (96) hours after the posting of the notice. Those officers who sign up after the first ninety-six (96) hours will be considered on a first-come, first-served basis, regardless of seniority.

In emergency overtime situations, allocation of overtime shall be within the discretion of the Police Chief or his designee. If an officer is required to work an overtime assignment within eight (8) hours of the assignment, such assignment shall be considered a “forced” overtime assignment and the officer shall be paid overtime for the term of that forced assignment.

Section 9.6. Duty Trades.

Two officers may be permitted to trade working days within a single pay period, provided that (a) each officer involved in the trade will be paid in accordance with his original shift assignment; (b) no additional overtime will be created by virtue of a trade, provided that an officer working a traded shift who is required or authorized to work beyond the regular duty hours for that shift shall be paid such overtime pay as he has earned thereby; and (c) the trade must be approved by the Shift Commanders of both shifts involved in the trade.

In order to secure approval for the trade, the officers involved must submit a memorandum to each officer’s Shift Commander. The supervisor may deny the trade request, but will not do so for arbitrary, capricious, or discriminatory reasons.

If an officer is unable to work the first shift involved in the trade, the trade shall be considered to be cancelled. If an officer is unable to work the second (payback) shift involved in the trade, it will be that officer’s responsibility to find a replacement. If the officer cannot do so, and the Village is obligated to pay call-in pay for a replacement officer, the failure to fulfill the trade may be grounds for denying future trades involving the officer who failed to fulfill his part of the trade.

Section 9.7. Compensatory Time.

In lieu of overtime pay under Section 9.4, an employee may elect to accrue and bank up to one hundred twenty (120) hours of compensatory time off. Except as limited by the terms of this Section 9.7, the option of accruing and banking compensatory time off or receiving overtime pay shall be within the sole discretion of the employee who is entitled

to be compensated for overtime work. Compensatory time off shall accrue at the rate of one and one-half (1 ½) hours for each hour of overtime worked, up to the one hundred twenty (120) hour limit on accrual set forth above. Once the one hundred twenty (120) hour limit on compensatory time off has been reached, all overtime worked in excess of that limit shall be compensated by overtime pay until the compensatory time bank again falls below one hundred twenty (120) hours. An Officer shall be required to contribute up to thirty-four (34) hours of accrued time (can be a combination of compensatory, held holiday and vacation time), at the rate of 100% of base hourly rate pay, into VEBA, at the beginning of each fiscal year.

Upon separation from employment, an employee shall be required to contribute all accrued compensatory time, at the rate of 100% of base hourly rate pay, into the VEBA account.

An employee desiring to schedule compensatory time off shall submit a written request on a form supplied by the Department at least forty-eight (48) hours prior to the beginning of the shift that he proposes to take off, provided that the Police Chief or his designee can waive this advance notice requirement on a case-by-case basis.

Compensatory time off may not be arbitrarily denied but may be denied for operational reasons, including circumstances in which the request has the foreseeable effect of generating overtime. Once granted, however, compensatory time off cannot be rescinded. Compensatory time off may not be scheduled in advance to be taken on holidays listed in Section 12.1; however, the Police Chief or his designee may approve a request for compensatory time off on a holiday once the shift on that holiday has begun if, in the sole discretion of Police Department management, it is determined that the employee can use compensatory time off that shift without adversely affecting staffing levels.

Requests for compensatory time off shall be considered on a first-come, first-served basis, except that requests for compensatory time off on a holiday shall be considered in seniority order.

Section 9.8. Court Time.

Employees shall be paid one and one-half (1 ½) times their regular straight-time hourly rate of pay for the time spent during required attendance at court calls immediately before or after the employee's normal hours of work, *i.e.*, hours contiguous to the employee's normal shift. If the Chief designates an employee to be on stand-by to respond to a court call on the employee's regularly scheduled day off work, then such employee shall be paid for one (1) hour at his/her overtime rate or for responding to a court call on such day, whichever is greater. If an employee is required to attend a court call outside of their scheduled workday during hours which are not contiguous to their normal hours of work, then the employee shall be paid for a minimum of two (2) hours at the overtime rate.

For an employee to be eligible to receive any pay for court attendance or court stand-by pay under this section, the employee must obtain the prior approval of the Police Chief or his designee.

Section 9.9. Call-In Pay.

An employee who is assigned to work before or after his normal hours of work (i.e., hours not contiguous to his normal shift), will be paid for a minimum of two (2) hours at one and one-half (1 ½) time his regular straight-time hourly rate of pay for all hours worked outside his normal hours of work. This Section shall not be applicable to scheduled overtime.

Any member assigned to the Criminal Investigations section covered by this agreement, and is directed by the Police Chief or his designee, to be available to respond to a call to active duty within a specific time period shall receive one-half (1/2) hour comp-time or one-half (1/2) hour paid time, at his regular rate of pay, for each twenty-four (24) hours on call. If the officer is called out to active duty during his on call time then he shall be compensated at one and one-half (1 ½) time his regular straight-time hourly rate of pay as set forth in this section, in addition to the held-time received pursuant to this section.

Section 9.10. No Pyramiding.

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

Section 9.11. Range Qualification.

Any employee who practices with weapons off-duty shall be paid three (3) hours of compensatory time per month, provided the employee complies with Departmental procedures and scheduling.

**ARTICLE X
LEAVES OF ABSENCE**

Section 10.1. Unpaid Leaves of Absences.

Employees shall have the right to request unpaid leaves of absence in accordance with such terms and conditions as may be specified from time to time in the personnel policies that are applicable to Village employees generally.

Section 10.2. 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 without prior written approval of the Village. Any employee who engages in employment elsewhere (including self-employment) while on any leave of absence without the specific prior written approval of the Village may be immediately terminated by the Village.

Section 10.3. Jury Leave.

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

Section 10.4. Military Leave.

Employees inducted into active military service shall, upon application and the production of the applicable induction papers or orders to report for active duty, be granted leave of absence in accordance with applicable law. Restoration of employment upon completion of active duty also shall be in accordance with applicable law.

Section 10.5. Leave for National Guard or Reserve Duty.

Employees who are members of a reserve or National Guard unit will be granted a paid leave of absence not to exceed fourteen (14) calendar days per calendar year for active military service and shall be reinstated without loss of seniority or other benefits, provided they return to Village service immediately after release from active duty. Compensation shall be limited to the difference between the amount received for military service and the employee's base salary.

Section 10.6. Sick Leave.

Sick leave is earned at the rate of one (1) work day for each completed month the employee is in the active payroll and may be accumulated to a maximum of ninety (90) work days. Sick leave may be used only for an employee's own sickness or disability, unless otherwise approved by the Police Chief, or being used for FMLA or VESSA. However, pursuant to 820 ILCS 191/1 et. seq., up to forty-eight (48) hours of the employee's accrued sick leave may also be used for absences due to illness, injury or medical appointment of the employee's child, sibling, parent, parent-in-law, grandchild, grandparent or step-parent.

Officers having more than ninety (90) days accumulated sick time at the commencement of this contract shall be required to deposit, at the rate of 50% of base hourly pay, into the VEBA account. After the initial contribution into the VEBA, officers shall be required to deposit into VEBA, all such accumulated excess days annually on their anniversary date at the rate of 50% of base hourly pay. Abuse of sick leave by an employee is a serious matter. Abuse of sick leave by an employee constitutes cause for disciplinary action, up to and including termination of employment.

Section 10.7. Maternity Leave.

If a pregnant female employee requests a temporary transfer to a less strenuous or hazardous position for the duration of the member's pregnancy, the Employer shall grant such request, if the Employer has such position available. A physician's certification denoting the need for said transfer must be supplied by the employee upon the request of the Employer. (See, 775 ILCS 5/2-102(H)) In addition, female employees may, upon written request and with approval by the Police Chief or his designee, be granted maternity leave without pay for a period not to exceed ninety (90) calendar days.

Section 10.8. Bereavement Leave.

If an employee's spouse, child, mother, father, mother and/or father-in-law, grandparent, brother, sister or grandchild dies, the employee shall be granted up to three (3) work days off without loss of pay or reduction in any accumulated sick leave as bereavement leave. If requested by the Village, an employee shall provide satisfactory evidence of the death as a condition for entitlement to bereavement leave under this Section.

Section 10.9. FMLA, VESSA, AND IFMLA.

Employees shall be covered by the Family Medical Leave Act (FMLA), the Victims Economic Security and Safety Act (VESSA), and the Illinois Family Military Leave Act (IFMLA). Employees are eligible for up to twelve (12) weeks each of unpaid approved leave for FMLA or VESSA each calendar year and thirty (30) calendar days of unpaid approved leave per calendar year for IFMLA. If the nature of leave is applicable to both FMLA and VESSA, then such leave shall be applied to both benefits. The employee may replace any portion of this unpaid leave with any accrued benefit time, at the employee's option. All benefits and seniority shall continue to accrue during the use of any leave under this Section. Injuries on the job shall not be applied towards FMLA, VESSA, or IFMLA.

**ARTICLE XI
VACATIONS**

Section 11.1. Amount of Vacation.

Employees shall start to earn vacation allowance as of their date of hire. Except as otherwise provided in this paragraph, vacation allowance shall be earned on a monthly basis, but shall only accrue at the start of a new calendar year, i.e., an employee may not utilize vacation allowance earned during one calendar year until the start of the following calendar year. During the calendar year in which an employee reaches his or her 1st, 2nd, 7th, 12, or 17th year anniversary date of continuous service, the employee's additional vacation will be prorated from his anniversary date until December 31st of the same calendar year. Vacation allowance shall be earned in accordance with the following schedule, based upon the number of years of an employee's continuous service as of the start of a new calendar year:

Years of Continuous Service	Working days of Vacation Per year
1 Year but less than 2 Years	5
2 Years but less than 7 Years	10
7 Years but less than 12 Years	15
12 Years but less than 17 Years	20
17 Years but less than 20 Years	25
20 Years or More	25+ 1 work day each year

If an employee working according to the 6-2, 6-3 schedule set forth in Section 9.2 takes an approved vacation over an entire workweek in which the employee was scheduled to work six (6) days, such employee shall only be considered to have utilized five (5) days of his or her vacation allowance.

Section 11.2. Vacation Eligibility.

In order to be eligible for a paid vacation in any calendar year an employee must be paid for at least 1,800 hours of actual work during the preceding calendar year of employment. This condition shall be applied on a pro rata basis to employees whose initial date of employment during the preceding calendar year occurred prior to December 1.

Section 11.3. Vacation Pay.

Vacation pay shall be paid at the rate of the employee's regular straight-time hourly rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation. An Officer shall be required to contribute up to thirty-four (34) hours of accrued time (can be a combination of compensatory, held holiday and vacation time), at the rate of 100% of base hourly rate pay, into VEBA, at the beginning of each fiscal year.

Section 11.4. Vacation Scheduling.

During May 1 and May 15 of a new calendar year, all employees who desire to take their vacation allowance between July 1 and December 31 of that year shall submit their request in writing to the Police Chief or his designee by May 15. If a conflict exists, the determination of preference shall be made on the basis of an employee's length of continuous service. Conflicts in vacation allowance requests for this period which are received after May 15 shall be determined on the basis of which request was received first by the Police Chief or his designee.

During November 1 and November 15 of a calendar year, all employees who desire to take their vacation allowance between January 1 and June 30 of that year shall submit their request in writing to the Police Chief or his designee by November 15. If a conflict exists, the determination of preference shall be made on the basis of an employee's length of continuous service. Conflicts in vacation allowance requests for this period which are

received after November 15th shall be determined on the basis of which request was received first by the Police Chief or his designee.

It is expressly understood that the final right to designate all vacation periods and the maximum number of employee(s) who may be on vacation at any time is exclusively reserved by the Police Chief in order to insure the orderly performance of the services provided by the Village.

Section 11.5. Limitation on Accumulation of Vacation.

Earned but unused vacation may be accumulated from one calendar year to another not to exceed ten (10) days. Unused vacation shall be compensable.

**ARTICLE XII
HOLIDAYS AND PERSONAL DAYS**

Section 12.1. Designation of Holidays.

The following days shall be considered paid holidays during the term of this Agreement:

New Year's Day	Labor Day	Friday After Thanksgiving
Memorial Day	Thanksgiving Day	Christmas
Independence Day	Veterans Day	

Section 12.2. Eligibility Requirements.

In order to be eligible for holiday pay, an employee must work in the week in which the holiday falls and must work his full scheduled working day immediately preceding and immediately following the holiday, unless the Village determines that a valid reason for not having worked the full scheduled working day immediately preceding and/or immediately following the holiday has been established.

Section 12.3. Holiday Time Off and Pay.

Every officer assigned to work eight (8) hour shifts shall receive holiday pay at the rate of eight (8) hours for each recognized holiday. Every officer assigned to work eight and one half (8-1/2) hour shifts shall receive holiday pay at the rate of eight and one half (8-1/2) hours for each recognized holiday. Any officer working on a holiday shall be paid at his or her base rate during his or her regularly scheduled shift in addition to the holiday pay. Any officer working more than his or her regularly scheduled shift on a holiday shall be paid 1-1/2 times his or her base rate for all hours worked after the end of the regularly scheduled shift.

Every officer shall also have the right to accrue held holiday time in lieu of the holiday pay provided for in this paragraph. The exercise of such right shall require the officer to advise the Employer of his or her exercise by the end of the pay period following the

holiday. An Officer shall be required to contribute up to thirty-four (34) hours of accrued time (can be a combination of compensatory, held holiday and vacation time), at the rate of 100% of base hourly rate pay, into VEBA, at the beginning of each fiscal year.

Upon separation from employment, an employee shall be required to contribute any accrued holiday time, at the rate of 100% of base hourly rate pay, into the VEBA account.

No officer shall be eligible to earn or receive holiday pay benefits pursuant to this Section until after he or she has completed thirty (30) days of continuous employment.

Section 12.4. Pay for Holidays.

Pay for all holidays accrued during the calendar year and which have not previously been converted into compensatory time shall be added to the officers' pay in the first pay period in December of each year. Holiday pay shall not be included in the employees' final pay for pension calculation purposes.

Section 12.5. Personal Leave Days.

As of January 1 of a new calendar year, existing employees shall receive four (4) personal leave work days (previously known as "floating holidays"), for use during that calendar year. Such personal days shall be twelve (12) hour days for officers assigned to twelve hour shifts and eight (8) hours for those assigned to eight hour shifts. Scheduling of personal leave days is subject to the approval of the Police Chief or his designee. Personal leave days may not be carried over to subsequent years unless approved by the Police Chief. Unused personal leave days shall be paid within thirty (30) days of the following calendar year for which they were earned provided the employee has requested the use of personal day(s) and has been denied throughout the year based on at least one (1) day use request per quarter year.

If the Village grants other non-represented full-time Village employees (excluding professional, supervisory and managerial employees) more than four (4) personal leave work days per year during the term of this Agreement, then such additional personal leave day(s) shall also be extended to employees in this bargaining unit at the same time and on the same basis.

**ARTICLE XIII
SALARIES**

Section 13.1. Wages.

Please refer to the following wage matrix for **2017/18 (2.5%); 2018/19 (2.75%); 2019/20 (3.0%)**.

	FY18		FY19		FY20	
	May 1, 2017		May 1, 2018		May 1, 2019	
	2.50%		2.75%		3.00%	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
SERGEANTS						
Step 1	44.71	92,997.84	45.94	95,555.28	47.32	98,421.94
Step 2	46.49	96,707.52	47.77	99,366.98	49.21	102,347.99
Step 3	48.35	100,566.44	49.68	103,332.02	51.17	106,431.98
PATROL						
Start	26.70	55,538.60	27.44	57,065.91	28.26	58,777.89
Step 1	28.17	58,587.36	28.94	60,198.51	29.81	62,004.47
Step 2	29.71	61,806.68	30.53	63,506.36	31.45	65,411.55
Step 3	31.35	65,217.88	32.22	67,011.37	33.18	69,021.71
Step 4	33.08	68,799.64	33.99	70,691.63	35.01	72,812.38
Step 5	34.90	72,594.60	35.86	74,590.95	36.94	76,828.68
Step 6	36.83	76,602.76	37.84	78,709.34	38.98	81,070.62
Step 7	38.85	80,802.80	39.92	83,024.88	41.11	85,515.62
Step 8	40.97	85,216.04	42.10	87,559.48	43.36	90,186.27

Section 13.2. Pay Periods.

The salaries and wages of employees shall be paid in accordance with the Village's current general practice which may be changed from time to time by the Village for good cause shown.

Section 13.3. Hourly Rate Computation.

An employee's hourly rate shall be computed by dividing the employee's salary by 2080.

Section 13.4. Longevity Incentive.

In addition to salary amounts set forth in the base compensation section of this Agreement, eligible bargaining unit employees shall be paid each year the following longevity pay amounts which shall be considered part of the base salary attached to their rank for all purposes.

Employees with more than twenty (20) years of service: \$600.00

Eligible employees shall receive such longevity pay amounts for the first two (2) full pay periods beginning after June 1st of each year. At the conclusion of those two (2) full pay periods, employee's salaries shall be as set forth in the Salary section of this Agreement until this occurrence of the first two full pay periods beginning after June 1st when such longevity shall again be paid to eligible employees.

This Section shall only apply to officers hired prior to the ratification of this contract. Officers hired after the ratification of this contract will not receive longevity incentives.

An employee's final salary for pension purposes shall be the annual salary reported by the Village of Antioch to the Village of Antioch Pension Board.

Section 13.5 Officer-In-Charge.

Any employee designated by the Police Chief or his designee to act in the capacity of "officer-in-charge" shall receive \$3.50 per hour of additional pay while working in that capacity.

Section 13.6 Field Training Officer Compensation.

Employees designated as a Field Training Officer (FTO) shall receive one (1) additional hour of pay at 1-1/2 times their base hourly rate for each full day or portion thereof in which the employee works as an FTO.

Section 13.7 Canine Officer

Recognizing that employees assigned to the Canine Officer position are required to care for the canine outside of regularly scheduled duty hours, employees assigned to said position shall be compensated as follows:

The canine officer shall either report for duty one (1) hour late, or end his tour of duty one (1) hour early for each shift worked, as scheduled by his supervisor, and shall be compensated for the hour not worked, per shift at the officers' straight rate of pay. In the event that the supervisor is unable to operationally accommodate the late start or early departure from the shift, the Canine Officer shall be compensated for that hour at 1 ½ times the officers' regular rate of pay.

In addition, the Canine Officer shall receive one (1) hour of straight time pay for each non-duty day the officer spends caring for the animal.

**ARTICLE XIV
INSURANCE**

Section 14.1. Hospitalization, Medical, and Life Insurance Coverage.

The hospitalization, medical, dental and life insurance program in effect when this Agreement is ratified shall be continued during the term of this Agreement, provided, however, the Village retains the right to change insurance carriers, benefit levels, or to self-insure as it deems appropriate, so long as the new basic coverage and basic benefits are substantially similar to those in effect as of the date of this Agreement is executed.

Through January 31, 2012, the officer will pay \$20.00 per pay period for single coverage under the Village's employee health insurance plan, and the Village will pay the remaining cost of such coverage. If an employee elects any available insurance coverage for his or her dependents, then the cost of such dependency coverage shall be paid as follows: Through January 31, 2012, the employee will pay \$40.00 per pay period for dependency coverage and the Village will pay the remaining cost of dependency coverage. Effective February 1, 2012, the officer will pay \$25.00 per pay period for single coverage, \$50.00 per pay period for single plus one coverage and \$75.00 per pay period for family coverage under the Village's employee health insurance plan, and the Village will pay the remaining cost of such coverage. Insurance costs borne by employees shall be deducted from their paycheck each pay period. Life insurance, dental insurance and any other insurance benefits currently offered by the Village to its employees shall not be subject to this contribution.

Notwithstanding the foregoing, it is specifically agreed that in no event during the term of this agreement will any member be charged more than any other employee of the Village for similar coverage.

Section 14.2. Cost Containment.

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

Section 14.3. Terms of Policies to Govern.

The extent of coverage under the insurance policies referred to in Section 1 of this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement; provided, however, any employee who has a question concerning coverage may present it to the Village Clerk and the Village Clerk, in turn, shall make appropriate inquiry and shall advise the employee of the status of the matter.

Section 14.4. Right to Maintain Coverage While on Unpaid Leave or on Layoff.

Any employee who is on an approved unpaid leave of absence or who is on layoff with recall rights shall have the right to maintain insurance coverage by paying in advance, the full applicable monthly premium for employee coverage and, if desired, for dependent coverage.

Section 14.5 VEBA

A VEBA account is a tax-free medical expense account to be used at retirement. The Village and FOP will establish a VEBA upon commencement of this contract and will be

funded according to this contract and applicable law. The Village will require a letter of determination from the IRS prior to implementation. On an annual basis, employee contributions to the VEBA will be discussed, at a Labor Management meeting, and may be revised. Contributions to the VEBA are outlined in Section 9.7. Compensatory Time; An Officer shall be required to contribute up to thirty-four (34) hours of accrued time (can be a combination of compensatory, held holiday and vacation time), at the rate of 100% of base hourly rate pay, into VEBA, at the beginning of each fiscal year.

ARTICLE XV MANAGEMENT RIGHTS

Except as specifically modified by other articles of this Agreement, the Council recognizes the exclusive right of the Village to make and implement decisions with respect to the operation and management of its operations in all respects. Such rights include, but are not limited to, the following: to plan, direct, control and determine all the operations and services of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime, to determine the methods, means, organization and number of personnel by which operations are conducted; to determine whether goods or services are made or purchased; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline, suspend and discharge non-probationary employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; and to carry out the mission of the Village; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE XVI DISCIPLINE

Section 16.1. Disciplinary Actions.

The Village has the right and authority to discipline, suspend, and discharge non-probationary officers for just cause and probationary officers without regard to cause.

Section 16.2. Village Administrator's Authority.

Upon the recommendation of the Police Chief or his designee, the Village Administrator shall have the authority, for just cause, to discharge non-probationary officers and to suspend non-probationary officers for up to thirty (30) days without pay, subject to the Grievance Procedure.

Section 16.3. Chief's Authority.

The Police Chief shall have such disciplinary authority as is inherent in his position, plus the disciplinary authority:

1. By his office or by command staff or supervisory officers, to institute various forms of disciplinary action against non-probationary officers that do not involve time off, including verbal and written reprimands.
2. To suspend non-probationary officers without pay up to five (5) working days. Such disciplinary action shall be deemed final, subject only to an appeal of the disciplinary action in accordance with the provisions of this Article.
3. To suspend an employee with pay pending an investigation for such time as is necessary to complete the investigation.
4. To recommend to the Village Administrator the institution of disciplinary suspensions of non-probationary officers for up to thirty (30) working days without pay or discharge.

Section 16.4. Probationary Officers.

Probationary officers may be discharged or otherwise disciplined without recourse to the grievance procedure. No grievance may be filed or processed under this Agreement with respect to the discipline or discharge of a probationary officer.

Section 16.5. Disciplinary Grievances.

If a non-probationary officer elects (with the approval of the Union) to file a grievance as to a disciplinary suspension or discharge imposed upon him, the grievance shall be processed in accordance with Article V of the Agreement, except as provided herein. Actions taken pursuant to Section 16.3(1) of this Agreement, including oral reprimands and written reprimands, are grievable but may not be appealed beyond Step 3 of the Grievance Procedure. A grievance with respect to a disciplinary suspension that is issued pursuant to the Chief's authority shall be filed initially at Step 2 of the Grievance Procedure, bypassing the informal process. A grievance with respect to a discharge action or a disciplinary suspension that is issued pursuant to the Village Administrator's authority shall be filed initially at Step 3 of the Grievance Procedure and may be appealed to arbitration as provided in Article V.

Section 16.6. Finality of Decision and Judicial Review.

An arbitrator's decision with respect to a disciplinary suspension or discharge, if rendered in accordance with the terms of this Agreement, shall be final and binding on the officer, the Union, and the Village, subject only to an appeal in accordance with the provisions of the Uniform Arbitration Act, as provided by Section 8 of the IPLRA, 5 ILCS 315/8.

Section 16.7. Exclusivity of Disciplinary Procedures.

This Agreement is intended to supersede the hearing rights and procedures afforded to employees as to disciplinary action provided by 65 ILCS 5/10-2.1-17. Pursuant to Section 15 of the IPLRA, 5 ILCS 315/15, the provisions of this Article with respect to discipline and the appeal and review of discipline shall be in lieu of, and shall expressly

modify, supersede, or preempt, any contrary provision that might otherwise be applicable under 65 ILCS 5/10-2.1-17.

Section 16.8. Disciplinary Procedure Savings Clause.

Should any provision of this Article XVI be found by a court of law or the Illinois Labor Relations Board to be unlawful, unenforceable, or not in accordance with applicable constitutional provisions, laws, statutes, and/or regulations of the United States of America and/or the State of Illinois, the rights and procedures afforded to employees with respect to disciplinary action shall be those provided by 65 ILCS 5/10-2.1-17.

**ARTICLE XVII
MISCELLANEOUS**

Section 17.1. Gender of Words.

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

Section 17.2. Medical 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 a medical examination and/or psychological examination by a qualified and licensed physician and/or psychologist selected by the Village.

Section 17.3. Application of Agreement to MEG Unit.

Notwithstanding anything to the contrary in this Agreement, officers who are voluntarily assigned to the Metropolitan Enforcement Group ("MEG") shall be subject for the duration of such assignment to the practices, policies, procedures and directives which are generally applicable to officers assigned to the MEG 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 IX (Hours of Work and Overtime) of this Agreement.

Section 17.4. Precedence of Agreement.

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

Section 17.5. Bill of Rights.

Nothing in this Agreement shall be construed to preclude the applicability of the Peace Officer Bill of Rights (Uniform Peace Officers' Disciplinary Act) as set forth in 50 ILCS 725/1, et seq., although said Bill of Rights shall not be incorporated herein by reference.

At the employee's specific request, a Council representative will be allowed to attend a pre-disciplinary investigatory interview, which the employee reasonably believes may lead to discipline of the employee. The employee may not delay the interview by insisting on a particular Council representative. It is not the intent of the parties to convert such meeting into adversarial proceedings. The role of the Council representative is to assist the employee, the representative may also attempt to clarify the facts or suggest other individuals who may have knowledge of them. The provisions of this paragraph do not apply to meetings at which discipline is simply to be administered.

Section 17.6. Drug Testing.

See Appendix E.

Section 17.7. Impasse Resolution.

Upon expiration of this Agreement, the remedies for the resolution of any bargaining impasse shall be in accordance with the Alternative Impasse Resolution Procedure attached as Appendix "C" and incorporated herein by reference.

Section 17.8. Uniform and Equipment Allowance.

The Village shall issue each employee, excluding employees assigned to the position of investigations, with an annual check of Seven Hundred (\$700) per fiscal year (pro rata if employed less than a year) subject to any required federal and state taxes so each employee can obtain uniforms and related equipment. The Village shall issue each employee assigned to the position of investigator, an annual check of eight hundred fifty dollars (\$850) per fiscal year (pro rata if employed less than a year) subject to any required federal and state taxes so each employee can obtain uniforms and related equipment.. The Village shall provide safety vests in accordance with the manufacturers' recommended replacement schedule.

Section 17.9. Physical Fitness Requirements.

In order to maintain and improve efficiency in the police department, to protect the public, and to reduce insurance costs and risks, the Village may establish a reasonable physical fitness program, which may 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 will review and discuss the program at a meeting of the Labor-Management Committee.

Section 17.10. Tuition Reimbursement.

An eligible employee will be reimbursed for the cost of tuition for a course directly related to their job duties and responsibilities which is taken at an accredited college or university or Village approved training school. Said reimbursement shall not exceed the regular credit hour rate in effect at Lake County Community College.

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

1. obtain the prior written approval of the Police Chief;
2. start and complete the course during the term of this Agreement; and
3. present proof of tuition payment and receipt of a grade of "C" or better or Pass in a course which is only offered as a Pass/Fail course.

Section 17.11. ADA Provision.

During the term of this Agreement, the Village may take reasonable steps to comply with the Americans with Disabilities Act.

Section 17.12. Video and Audio Surveillance

The Village and/or any of its agents will not routinely view or audit recorded video and/or audio surveillance or Global Positioning System (GPS) data for the purpose of obtaining evidence to discipline bargaining unit members. Notwithstanding the foregoing, the Village may rely on audio and/or video surveillance information for purposes of discipline if: (a) an investigation of bargaining unit member(s) has been initiated, and the bargaining unit member(s) are subject of a complaint filed pursuant to the Uniform Peace Officer's Disciplinary Act; or (b) there is a reason independent of the video, audio or GPS evidence to believe the member has engaged in misconduct; or (c) the member is suspected of being involved in criminal activity.

**ARTICLE XVIII
ENTIRE AGREEMENT**

This Agreement, supersedes all prior practices and agreements, whether written or oral of any subject or matter not contained in this Agreement and constitutes the complete and entire agreement between the parties.

The Village and the 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 referred to or covered in this agreement, except the impact of the Village's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. In so agreeing, the parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any

subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

**ARTICLE XIX
SAVINGS CLAUSE**

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any Board, Agency or Court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, Section or portion thereof specifically specified in the Board, Agency or Court decision or subsequent litigation, and the remaining parts or portions of this Agreement shall remain in full force and effect and upon issuance of such a decision, the Village and the Labor Council agree immediately to begin negotiations on a substitute for the invalidated Article, Section or portion thereof.

**ARTICLE XX
DURATION AND TERM OF AGREEMENT**

Section 20.1. Duration.

This Agreement shall be effective as of May 1, 2017 and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2020. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than forty-five (45) days prior to the anniversary date.

Notwithstanding any provision of this Article or agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached either through ratification or an arbitrator's award.

Executed this ____ day of _____, 20__.

Village
Of
Antioch

Illinois
Fraternal Order of Police
Labor Council



APPENDIX A GRIEVANCE FORM

(use additional sheets where necessary)

Date Filed: _____
Department: _____

Grievant's Name: _____
Last First M.I.

Lodge/Unit No. / Year / Grievance No.

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____

Article(s)/Sections(s) violated: _____, and all applicable Articles.

Briefly state the facts: _____

Remedy Sought: _____

, in part and in whole, make grievant whole.

Given To: _____ Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____ Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____

Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYERS RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

**STEP THREE -
REFERRAL TO ARBITRATION by Illinois FOP Labor Council**

Person to Whom Referral Given

Date

FOP Labor Council Representative



**APPENDIX B
DUES AUTHORIZATION FORM**

**ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCKTOWER 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. (In addition, I authorize my Employer to deduct from wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of its certification as exclusive bargaining representative to the date this dues deduction is implemented, in such manner as it so directs.)

Date: _____ Signed: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____

Employment Start Date: _____
Title: _____

-

Employer, please remit all dues deductions to:

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

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction.

APPENDIX C
ALTERNATIVE IMPASSE RESOLUTION PROCEDURE

WHEREAS, the provisions of § 1614(p) of the Act provide that the parties may agree to submit their unresolved disputes concerning wages, hours, terms and conditions of employment to an alternative form of impasse resolution

NOW, THEREOFRE, based upon the mutual benefits and consideration set forth herein, the receipt and sufficiency of which for each party is hereby acknowledged, the Village of Antioch (hereinafter referred to as the “Village”) and the Illinois FOP Labor Council and FOP Lodge No. 210 (hereinafter collectively referred to as the “Union”) agree to the following alternative Impasse Resolution Procedure:

Section 1. Authority for Agreement.

The parties agree that the statutory authority for this Agreement is § 1614(p) of the Act. The parties intend the provisions of this Agreement to represent and constitute an agreement to submit to an alternative form of impasse resolution any unresolved disputes concerning the wages, hours, terms and conditions of employment of the employees represented by the Union that are subject to the negotiations for a successor agreement, the provision of which are set forth herein.

Section 2. Section of Arbitrator and Naming of Panel.

The parties agree that should it become necessary to submit their unresolved disputes in negotiations to arbitration pursuant to § 1614, they will engage in the arbitration of impasses procedure described in the Act and the Rules and Regulation of the Board, subject to the following:

(a) Service of Demand for Mediation: The Village Agrees that any Demand for Mediation filed by the Union and served upon the Village thirty (30) days prior to May 1 of the year in which this labor agreement expires shall be deemed to be a proper and timely demand as provided in the Act and the Rules and Regulations of the Board, further, that arbitration proceedings under the Act and those Rules and Regulations shall be deemed to have been initiated and commenced on the date of service and filing of the Demand for Mediation.

(b) Arbitrator Selection Process. The parties agree that notwithstanding the filing and service of any demand for Mediation by the Union, the selection of an arbitrator will be delayed until such time as; either party serves upon the representative of the other, in writing by certified mail, a Demand that the arbitrator selection process be commenced, provided that at least one month of mediation has occurred. It is further agreed that:

(i) During this period of delay, the parties agree to continue good faith collective bargaining, including utilizing the services of the Federal Mediation and Conciliation Service should an impasse be reached.

(ii) Within seven (7) days of the receipt by the other party of the written Demand that selection of an arbitrator begin, the representatives of the parties shall meet and attempt to mutually agree upon an arbitrator. Each party waives the right to a three member panel of arbitrators as provided in the Act and agrees that the arbitration proceedings shall be heard by a single, neutral arbitrator.

(iii) In the absence of agreement on a neutral arbitrator, the parties shall file a joint request with the Federal Mediation & Conciliation Service (“FMCS”) for a panel of seven (7) arbitrators from which the parties shall select a neutral arbitrator. The parties agree to request the FMCS to limit the panel to members of the Nation Academy of Arbitrators. Both the Village and the FOP shall each have the right to reject one panel in its entirety within seven (7) calendar days of its receipt and request that a new panel be submitted. The parties agree to engage in a ranking process for purposes of determining which of the seven (7) arbitrators on the panel shall serve as the neutral arbitrator, provided that each party may strike or cross out not more than two (2) of the arbitrators on the panel before ranking the remaining arbitrator on the panel. Within fourteen (14) calendar days from the date the panel list is received from the FMCS the parties shall simultaneously exchange their panel lists with the arbitrators ranked numerically in the order of preference (1 for first choice, 2 for the second choice, etc.) The arbitrator whose name is on both lists and who has the lowest combined number shall be invited to serve as the arbitrator. If two or more arbitrators have the same combined number, the parties shall alternatively strike until only one name remains, with the determination of who strikes first decided by a coin toss. In the event that the arbitrator declines or is unable to serve, the parties shall invite the next arbitrator in designated order of mutual preference to so serve. In the event that he declines or is unable to serve, the parties agree to jointly request a new panel of seven (7) arbitrators from the FMCS and commence the selection process anew.

(iv) The parties shall jointly communicate and coordinate all remaining aspects of the arbitration (including but not limited to scheduling of hearings, requests for issuance of subpoenas and the submission of post-hearing briefs) directly with the neutral arbitrator in the manner prescribed in the Act and the Rules and Regulations of the Board, unless modified by this Alternative Impasse Resolution Agreement.

(c) Issues in Dispute and Final Offers. Within twenty-one (21) calendar days, prior to the commencement of the hearing, the representatives of the parties shall meet and develop a written list of those issues that remain in dispute. The representatives shall prepare a Stipulation of Issues in Dispute for each party to then execute and for submission at the beginning of the arbitration hearing. The parties agree that only those issues listed in the Stipulation shall be submitted to the arbitrator for decision and award. It is further agreed that:

(i) Each party retains the right to object to any issue on the grounds that the same constitutes a non-mandatory subject of bargaining and/or is an issue on which the arbitrator has no authority to issue an award. Should any disputes arise as to whether a subject is a mandatory subject of bargaining, the parties agree to cooperate in obtaining a

prompt resolution of the dispute by the Board pursuant to the Act and the Rule and Regulations of the Board. Either party may file a petition with the Board's General Counsel for a declaratory ruling after receiving such notice from either party that it regards a particular issue a non-mandatory subject of bargaining.

(ii) Not less than seven (7) calendar days prior to the date when the first day the arbitration hearings are scheduled to commence, the representatives of the parties shall simultaneously exchange in person their respective written final offers as to each issue in dispute as shown on the stipulation of Issues in Dispute. The foregoing shall not preclude the parties from mutually agreeing to modify final offers or from mutually agreeing to resolve any or all the issues identified as being in dispute through further collective bargaining.

(d) Authority and Jurisdiction of Arbitrator. The parties agree that the neutral arbitrator shall not function as a mediator unless mutually agreed by the Village and the Union. The arbitrator selected and appointed to resolve any disputes that may exist in the negotiations for a successor agreement shall have the express authority and jurisdiction to award increases or decreases in wages and all other forms of compensation retroactive to May 1 of the calendar year in which the labor agreement expires, provided one party has served on the other party a timely Demand for Mediation in accordance with the provisions of Section 2(a) above, notwithstanding any delay in the arbitrator selection process that may have occurred or any other modification of the impasse procedure described in the Act and the rules and Regulations of the Board as a result of this agreement. {Provided one party has served on the other party a timely Demand for Mediation in accordance with the provision of Section 1(a) above, each party expressly waives and agrees not to assert any defense, right or claim that the arbitrator lacks the jurisdiction and authority to make such a retroactive award of increased or decreased wages or other forms of compensation.

(e) Discretion and Judgment of Arbitrator. The parties do not intend by this Agreement to predetermine or stipulate whether any award of increased or decreased wages or other forms of compensation should in fact be retroactive, but rather intend to insure that the arbitrator has the jurisdiction and authority to so award retroactive increases or decreases, provided a timely Demand for Mediation has been submitted by one party, should he in his discretion and judgment believe such an award is appropriate.

(f) Conduct of Hearing. The parties agree that all arbitration hearings shall be conducted as follows:

(i) Hearings shall be held in the Village of Antioch, Illinois, at a mutually agreed location. Hearings may be conducted outside the Village of Antioch only by written mutual agreement;

(ii) The hearings shall begin within thirty (30) days of the notification that the arbitrator selected has accepted the parties' appointment to serve as the neutral arbitrator. The parties by mutual written agreement may agree to delay the date of the first hearing for a period up to ninety (90) days. The hearings shall be scheduled on mutually

agreed dates, subject to the reasonable availability of the arbitrator and the representatives of the parties and shall be concluded within thirty (30) days of the date of the first hearing.

(iii) The party requesting arbitration shall proceed with the presentation of its case first, followed by the non –requesting party. Each party shall have the right to submit rebuttal evidence and testimony, as well as to submit a post-hearing brief. Post-hearing briefs shall be simultaneously submitted directly to the arbitrator, with a copy sent to the opposing party’s representative, within twenty-one (21) calendar days of the conclusion of the hearings;

(iv) The arbitrator’s decision and award shall be issued in writing directly to each party’s representative within thirty (30) days of the close of hearings or the submission of post-hearing briefs, whichever is later;

(v) A mutually agreed court reporting service shall record and transcribe the hearings. The costs of the neutral arbitrator, as well as the costs of the court reporting service and a copy of the transcript for the arbitrator shall be divided equally. Each party shall be responsible for purchasing its own copy of the transcript and for compensating its witnesses and representatives.

Section 3. Time Limits.

The parties agree that any time limits, regardless of whether they are set forth in this Alternative Impasse Resolution Procedure, in the Act, or in the Rules and Regulations of the Board, may be extended by mutual written agreement.

Section 4. Remaining Provisions of § 1614.

Except as expressly provided in this Agreement the parties agree that the provisions of § 1614 of the Act and the Rules and Regulations of the Board shall govern the resolution of any bargaining impasses and any arbitration proceedings that may occur. To the extent there is any conflict between the provisions of this Agreement and § 1614 and/or the Rules and Regulations of the Board, it is the parties’ express intent that the provisions of this Agreement shall prevail.

Section 5. Recitals Incorporated.

The parties agree that the recitals of the beginning of this Agreement represent essential elements of the understandings of the parties, and that the same are hereby incorporated as part of this Agreement.

Section 6. Authority of Representatives.

The undersigned representatives warrant to each other that they have been duly authorized to enter into this Agreement by the governing body of the Village and the membership of the bargaining unit, respectively, and that all necessary steps have been taken to insure that the terms of this Agreement will be binding upon the Village and the Union.

APPENDIX D
LATERAL TRANSFERS

1. Transfer applicants are subject to all the current rules and regulations of the Employer and the Antioch Fire and Police Commission that any other applicants are subject to.
2. Transfer applicants must be a non-probationary, certified law enforcement officer with at least two (2) years of full-time law enforcement experience.
3. Transfer applicants must be currently employed by a Federal, State, County or local law enforcement agency when application is made.
4. Transfer applicants must have completed the State of Illinois certified police officer training board requirements.
5. Transfer applicants experience may include that of a police officer or related field, or military police work, but shall not include security agency experience.
6. The Antioch Fire and Police Commission may provide an application form separate and distinct from other application forms.
7. Transfer applicant shall sign a release from releasing any and all personnel and/or disciplinary files from past law enforcement type employers.
8. The Antioch Fire and Police Commission may waive any testing requirement for the position of police officer of any transfer applicant and place the applicant in any position on the Final Eligibility List from which employees are employed.
9. The Employer may hire a transfer applicant that meets the requirements contained herein and place the transfer applicant/new employee no higher than Step 3 of the wage scale contained in the current Labor Agreement.
10. The transfer applicant/new employees' placement on the wage scale shall include all benefit accruals other employees enjoy at the same step of the wages scale.
11. The transfer applicant/new employee shall retain no increased seniority rights for purposes of benefit usage than any other newly hired employee.

DRUG/ALCOHOL POLICY VILLAGE OF ANTIOCH

The Village of Antioch is committed to providing a safe and productive work environment for all employees and visitors. A Police Officer's health and overall wellbeing of the mind and body are important. The adverse effects of drug and alcohol use by officers are unacceptable. Consistent with the spirit and intent of this commitment, the Village has developed and is implementing the following drugs and alcohol policy for the Police Officers in accordance with the FOP contract. Any alleged violation of this policy may be subject to the grievance procedure as outlined in this contract.

Substance Use Prohibited

All locations at which Village business is conducted are declared to be drug/alcohol-free work places. The use, possession (except as required in the line of duty), distribution, and/or sale of drugs or alcohol on Village premises or during work time by officers or visitors is prohibited. Officers are also prohibited from reporting to work or working under the influence of illegal drugs or alcohol. "Under the influence of drugs or alcohol" is defined as when test results are at or above the levels indicated in this policy. In accordance with this policy, urinalysis tests will be conducted to detect the six (6) following substances for Police Officers:

1. Amphetamines
2. Cocaine
3. Marijuana
4. Opiates
5. Accetylmorphine
6. Phencyclidine (PCP)

Suspected cases of illegal workplace drug/alcohol possession or the distribution or sale of drugs/alcohol will be referred to law enforcement authorities. Officers who use drugs/alcohol harm themselves, endanger others, and can affect the efficiency and effectiveness of Village operations.

Drug/Alcohol Testing

In conducting testing as authorized by this agreement, the Village shall:

- (1) use a medical provider that uses only a clinical lab(s) or hospital facility that is Substance Abuse and Mental Health Administration Services Administration (SAMHSA) certified and conforms to all SAMHSA standards;
- (2) establish a chain of custody for both sample collection and testing that will ensure the integrity of the identity of each sample and test result. No one, other than the medical provider and clinical lab shall be part of the chain of custody.
- (3) collect a sufficient sample of urine to allow for the initial screening, a confirmatory test and a sufficient amount to be set aside for testing later, if requested by the employee;
- (4) collect samples in such a manner as to ensure a high degree of security for the sample and its freedom from adulteration;

- (5) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by Gas Chromatography Mass Spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- (6) provide the officer tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility (SAMHSA certified) of the officer's choosing, at the officer's expense, provided the officer notifies the Village's Medical Provider within seventy-two (72) hours of receiving the results of the tests;
- (7) require that the Medical Provider report to the Village that the sample is positive only if the both the initial screening and confirmation test are positive for a particular drug;
- (8) provide each employee tested with a copy of his/her result;
- (9) ensure a Medical Review Officer (MRO) will be used for all positive results. The Village shall engage the services of a MRO. A MRO is a person who is a licensed physician and who is responsible for receiving and reviewing laboratory results as well as evaluating medical explanations for certain drug test results. When a drug test is reported positive by the lab, the MRO will contact the employee to determine if there is a legitimate medical explanation for the positive lab result. If the MRO determines there is a legitimate, verified medical reason for the positive lab test result, the test result will be reported as a negative test.

Drug Testing

All drug testing will be urine split-samples. The "primary sample" shall be at least 30 ml. of urine; the "split sample" shall be at least 15 ml. The officer will be provided an eight (8) ounce glass of water every thirty (30) minutes, but not to exceed a maximum of forty (40) ounces over a period of three (3) hours or until the donor has provided a sufficient urine specimen. The officer shall consume that amount which is not uncomfortable. Failure of the officer to provide that quantity even after a three (3) hour second opportunity following drinking up to forty (40) ounces of water, will cause the officer to be referred for a medical evaluation to develop pertinent information as to whether the officer's inability to provide a specimen is genuine or constitutes a refusal to test. The medical evaluation shall go to the Medical Review Officer (MRO) who will make a verbal conclusion in writing to the Village. While this process is being accomplished the officer shall not be working and may be placed on paid administrative leave. The employer will pay for all tests it directs.

Officers may be tested under the following circumstances:

Reasonable Suspicion

Where the Village has reasonable suspicion to believe that an employee is under the influence of alcohol or drugs while on duty. This suspicion must be based on the supervisor's specific observations concerning the appearance, behavior, speech and/or body odors of the officer. Such observations will be noted on a checklist at which time a copy will be provided to the officer.

By Law

In accordance with Illinois law, when an officer discharges his/her firearm, causing injury or death to a person or persons, during the performance of his or her official duties or in the line of

duty. The drug and alcohol testing must be completed as soon as practicable after the officer involved shooting but no later than the end of the involved officer's shift or tour of duty.

Random per the CBA

Officers may be randomly tested up to four (4) times per year, per officer.

Alcohol Testing

Two breath tests are required to determine if the officer has a prohibited alcohol concentration. A "screen" test shall be conducted first. Any results less than .02 alcohol concentration is considered a negative test, and a second test is not required. If the alcohol concentration is .02 or greater, a second or "confirmation test" must be conducted. The employer will pay for all tests it directs. Time spent at the site and traveling to and from the testing site shall be treated as work time. All positive breath alcohol screens will be confirmed by a second breath alcohol test.

Test Cutoff Levels Defined

The initial test cut-off levels are defined as at or above:

Initial Cutoff Levels

- Marijuana metabolites 50 ng/ml
- Cocaine metabolites 150 ng/ml
- Opiate metabolites Codeine/Morphine 2000 ng/ml
- 6-Acetylmorphine 10 ng/ml Phencyclidine (PCP) 25 ng/ml
- Amphetamines
 - AMP/MAMP (methamphetamine) 500 ng/ml
 - MDMA (ecstasy) 500 ng/ml

A positive urine/blood test is defined as at or above these levels of GC/MS confirmation:

- Marijuana metabolites 15 ng/ml
- Benzoylcegonine 100 ng/ml
- Codeine 2000 ng/ml
- Morphine 2000 ng/ml
- 6-Acetylmorphine 10 ng/ml
- Phencyclidine (PCP) 25 ng/ml
- Amphetamines 250 ng/ml
- Methamphetamine 250 ng/ml
 - MDMA (ecstasy) 250 ng/ml
 - MDA 250 ng/ml
 - MDEA 250 ng/ml

Refusals or Positive Test - Removal from the Job

Employees who refuse to be tested will be treated as if they tested positive. Refusal consists of attempting to adulterate sample, substitution of sample, or failure to cooperate in the testing process to include deliberate delay. The officer, if testing positive, will:

- be removed from his/her job immediately;
- placed on paid administrative leave until an investigation is complete;
- be required to have an evaluation and education with the Substance Abuse Professional (SAP) through the Employee Assistance Program;
- comply with and complete any recommended rehabilitation, and
- authorize the program to keep the Village abreast of the officer's drug-free accomplishments.

Once the investigation is complete, the officer may use benefit time. EAP services beyond the group health benefits provided by the Village at the time of treatment are the responsibility of the officer.

Employee Assistance Program (EAP)

Any officer violating this policy may be subject to discipline including suspension and/or termination. However, should any officer be convicted of violating a criminal drug statute in the workplace, discipline of the officer will be termination, referral to law enforcement, and/or participation in an approved rehabilitation or drug use employee assistance program (EAP). If such help is offered and accepted, the officer must satisfactorily take part in the program to continue employment. The Village believes that rehabilitation is the preferred solution to any such problem, as it both protects our investment in a trained employee and treats the officer concerned with dignity. Payment beyond the group health benefits provided by the Village at the time of treatment is the responsibility of the officer.

EAP Requirements

1. Officers in treatment due to a violation of this policy may be placed on sick leave at the discretion of the Village. Officers who successfully complete rehabilitation will be reinstated to an available opening for which they are qualified.
2. All officers who have tested positive and completed an employee assistance/treatment program will be required to submit to testing with or without cause when ordered by the Village for up to one (1) year following completed rehabilitation.
3. Officers who fail to cooperate in an evaluation, fail to successfully complete rehabilitation, or test positive more than once will be terminated.
4. Some or all of the expenses of rehabilitation may be covered by the officer's insurance. Expenses not covered are the responsibility of the officer.
5. Officers may volunteer for rehabilitation and treatment but may not avoid discipline by volunteering. All rehabilitation provisions will still apply. No more than two (2) such leaves for voluntary treatment will be granted to any officer.