

RESOLUTION 20-57

A RESOLUTION RATIFYING THE RENEWAL AND EXTENSION OF THE COLLECTIVE BARGAINING AGREEMENT WITH THE FRATERNAL ORDER OF POLICE

WHEREAS, the existing Collective Bargaining Agreement (“CBA”) with the Fraternal Order of Police (“FOP”) ran from May 1, 2017 through April 30, 2020, and the parties thereto initiated a new set of negotiations intending that the CBA be renewed for a new term, and

WHEREAS, with input and suggestions from the Mayor, a management bargaining team consisting of the Administrator, Chief of Police, the Finance Director, Clerk, Village Attorney and a Police Commander met with representatives of the FOP and negotiated a tentative agreement renewing the CBA and extending it for four years, and a true copy of the same is attached as Exhibit A hereto, and

WHEREAS, the FOP and the management team also agreed on a resolution of certain outstanding grievances as a material term and condition of the overall negotiations for the new CBA, which has been reduced to writing in the form of a memorandum of understanding (“MOU”) attached as Exhibit B hereto, and

WHEREAS, the FOP members have indicated an intention to ratify the said CBA as well as the MOU, and

WHEREAS, the Village Board finds that the Exhibit A proposed draft CBA and the Exhibit B accompanying MOU are 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 Exhibit B proposed memorandum of understanding with the Fraternal Order of Police be and is hereby ratified.

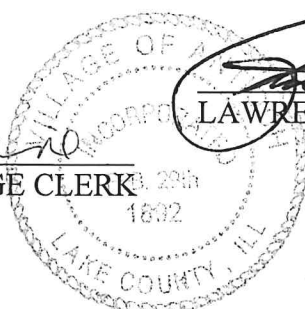
SECTION THREE: The Mayor, Administrator and all appropriate Village officials are directed to execute the said CBA and to take all steps necessary to implementing the same forthwith.

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

PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF ANTIOCH, ILLINOIS, ON THIS 27TH DAY OF JANUARY, 2021.

ATTEST:


LORI K. ROMINE, VILLAGE CLERK




LAWRENCE M. HANSON, MAYOR

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE VILLAGE OF ANTIOCH
AND FRATERNAL ORDER OF POLICE LABOR COUNCIL**

WHEREAS, the parties to this agreement are parties to a collective bargaining agreement and are in the process of ratifying a tentative agreement on an extension to that agreement, and

WHEREAS, as a material part of the negotiations, tentatively agreed upon and subject to ratification by the FOP and the Village is the FOP's withdrawal of four pending grievances relating to the accrual of vacation days by officers as they reach anniversary dates of specific years of service, and

WHEREAS, the parties acknowledge that the Labor Council has filed these grievances rather than the individual allegedly affected officers, and as such, the Labor Council has the full right and authority to withdraw these grievances, and

WHEREAS, the issue of accrual of vacation days is addressed in the proposed, tentatively agreed upon extension of the CBA with language that will clarify this accrual process and resolve any and all controversies, real or hypothecated over the terms,

NOW THEREFORE, be it agreed and understood that upon ratification of the Collective Bargaining Agreement between the parties, for the years 2020 to 2024, the four pending grievances involving vacation accruals will be withdrawn and voided without further action to be taken thereon.

For the Labor Council

For the Village

Date: _____

Date: _____

Illinois FOP Labor Council
&
Village of Antioch

Sergeants and Patrol Officers



2020-2024

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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 3.3. 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 Step 3:

- 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 I 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 I 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
- e) of absence without prior written approval of the Village;
- f) fails to report to work at the conclusion of an authorized leave of absence or vacation;
- g) 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;
- h) is laid off for a period in excess of three (3) years;
- i) 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.

For officers 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 officers 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.

The employer may temporarily adjust the normal work day from the schedule described above to a twelve (12) hour work shift in the event of a declared emergency or disaster until such time as the disaster and/or emergency subsides. The employer will attempt to provide a ten (10) calendar day notice when feasible and will confer with the Council over the change. Should the Village desire to change the work schedule for any other reason, the

Village shall notify the Labor Council in writing of its intent to do so. The Council shall have five (5) calendar days to demand to bargain over the change. Should the parties fail to reach an agreement over the schedule change and reach an impasse, the Expedited Arbitration Procedures described in Appendix "F" shall be followed.

Section 9.3. Shifts and Bidding.

The Police Chief, or his designee shall assign officers to the various shifts, using the process outlined below, in order to provide consistent levels of service to the community through a reasonable balance of experience, training, specialties and other factors. These assignments, which will generally be for a period of twelve (12) months and apply seniority and officers' preference as a considering factor, shall be made at the ultimate discretion of the Police Chief, or his designee and shall not be subject to the grievance procedure, except where the Labor Council contends that the Department has acted in an arbitrary or capricious manner.

Officers assigned to the patrol section shall be permitted to bid for their shift assignment between September 1st and September 15th, and not later than November 1st shall be notified of their shift assignment. Written bids will be submitted to the Police Chief, or his designee, and should identify a first and second shift choice.

Only officers who are assigned to the patrol section and who have completed their probationary period shall be permitted to participate in the bidding. Selections shall become effective no later than the second week of January, subject to the authority of the Police Chief, or his designee to take steps necessary to have an appropriate balance of experience, skill and/or ability on the shifts. After the bidding process, should the Police Chief, or his designee reasonably determine an appropriate balance of experience, skills and/or ability has not been achieved by the bidding, it is understood that reassignment(s) shall be made by the Police Chief, or his designee by reassigning the most junior officer who the Police Chief or his designee feels possesses the desired experience, skills and/or abilities. As stated above, such reassignments shall not be subject to the grievance procedure, except where the Labor Council contends that the Police Chief, or his designee has acted in an arbitrary or capricious manner. It is understood that if reassignment(s) is/are required in order to achieve a balance of experience, skills and/or abilities within a given shift, the Police Chief, or his designee shall first seek a volunteer, who possesses the desired experience, skills and/or abilities, to secure said balance.

Officers who hold specialty assignments (e.g. canine, handler, NIPAS, MCAT etc.), may be transferred to any shift, at any time, in order to meet the operational needs and/or objectives of the Department, as identified by the Police Chief, or his designee.

Shift assignments shall not preclude the Police Chief, or his designee from adjusting any officer's work schedule in order to provide remedial training (e.g. returning from extended absence, performance improvement plans etc.). Should an officer not assigned to the patrol section be transferred to patrol duties after the bidding process outline above, that officer shall be assigned to shift at the Police Chief's, or his designee's discretion until the next annual shift bidding process.

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 except when the overtime is mandatory. Therefore, if an officer uses sick time during one (40 hour) week of the two (2) week payroll period and is required to work additional hours outside his/her regular shift during that same

week, the officer will be compensated at the overtime rate. Conversely, an officer who uses sick leave during one week shall not receive time and one-half for hours voluntarily worked outside his/her 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 (2) week payroll period, and they do not use sick leave, they will be compensated for those hours at the overtime rate.

In all instances where officers claim to be due overtime rate pay during a week where the officer called in sick, the officer must provide a doctor's note within seventy-two hours of calling in sick to substantiate the claim or he/she will be paid at his/her regular rate. The Chief of Police and Village Administrator shall have the discretion to waive the requirement of a doctor's note upon being provided with what they, in their sole discretion, consider to be good cause.

Section 9.5. Overtime Opportunities.

When the department 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 1/2) 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 1/2) 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 1/2) 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.

Officers 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). Officers are eligible for up to twelve (12) weeks each of approved leave for FMLA or VESSA each rolling year and thirty (30) calendar days of approved leave per rolling year for IFMLA. If the nature of leave is applicable to both FMLA and VESSA, then such leave shall be applied to both benefits concurrently. The officer will substitute paid leave with accrued benefit time determined by the type of leave. All benefits and seniority shall continue to accrue during the use of any leave under this Section.

ARTICLE XI
VACATIONS

Section 11.1. Amount of Vacation.

Officers 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 (within the pay period of the officer's hire date).

For example, the monthly accrual for the second year of service for an officer assigned to an eight (8) ½ hour shift would be 7.08 hours.

For the first year of implementation, vacation hours earned from January 1, 2020 through the month end date of ratification of this agreement will be added to an officer’s vacation accrual balance.

Vacation allowance shall be earned in accordance with the following schedule, based upon the number of years of an officer’s continuous service as of the date of hire.

<u>Years of Continuous Service</u>		<u>Working days of Vacation Per year</u>
1	Year but less than 2 Years	5
2	Year but less than 7 Years	10
7	Year but less than 12 Years	15
12	Year but less than 17 Years	20
17	Year but less than 20 Years	25
20	or More	25+ 1 workday each year

If an officer 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.

An officer may not take accrued vacation leave until completion of field training and solo-patrol authorization as determined by the Police Chief or his designee.

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.

Each year within two (2) weeks following the posting of the upcoming yearly shift schedule, a list bearing the names of the officers covered by this Agreement shall be posted for a period of two (2) weeks in a conspicuous location within the Department. All officers covered by this agreement shall receive e-mail notification identifying this location at the time the list is posted. Adjacent to the list of names shall be a location where each individual officer may request up to three (3) choices of vacation leave periods. Officers shall identify their requests in order of preference.

After the two (2) week period the list will be removed and requests will be approved as appropriate and will be posted to the shift schedule. If two (2) covered officers on the same shift request the same dates, the request shall be awarded on the basis of length of continuous service. Requested time off submitted during the bidding process is subject to the following restrictions:

- No more than one (1) covered officer will have their request approved on any given day on each individual shift.
- Officers may only bid using benefit (vacation and compensatory) time that has been accrued and is available in their leave bank at the time the request is made.
- No covered officer may use more than ten (10) days of benefit time in any thirty (30) calendar day period.

Requests for personal, holiday, compensatory time, or additional vacation time for the year will be considered on a first come, first served basis after the vacation bidding process has been completed, subject to the following restrictions:

- Requests for leave will only be considered when the requested time off is no more than ninety (90) calendar days from the date the request is made.
- Officers may only request leave for time that has been accrued and is available in their leave bank at the time the request is made.
- No covered officer may use more than ten (10) days of benefit time in any thirty (30) calendar day period.
- In cases where similar or overlapping vacation dates are simultaneously requested and approval would result in staffing being reduced below an acceptable level, the seniority list shall prevail in granting approval of the request of one covered officer over another.

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

The Police Chief has designated restricted periods (“Blackout Dates”) during which vacations may be denied by the Chief or his/her designee. These include at present the village-recognized Independence Day celebration, the annual firearms qualifying day and annual Department meeting. The Chief may designate not more than 2 other days during any calendar year as Blackout Dates, provided that these dates must be announced prior to the commencement of selection of vacations under this section.

Section 11.5. Limitation on Accumulation of Vacation.

Earned but unused vacation may be accumulated from one calendar year to another not to exceed fifteen (15) days, with the exception of the carryover of hours for calendar year 2021 for officers hired prior to the ratification of the contract. 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	Veteran's 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 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 Patrol: 2020/21 (2.5%); 2021/22 (2.75%); 2022/23 (2.75%); 2023/24 (3%). Sergeants will be paid at a rate of 12% over the top patrol pay. In the event there are any discrepancies between hourly and annual salaries on the chart listed below, hourly salaries will be used.

Beginning May 1, 2020, Starting Pay will be eliminated, and new hire recruits will begin at Step 1. Patrol officers will remain at their current steps, and a Step 9 will be added.

		5/1/2020		5/1/2021		5/1/2022		5/1/2023	
		Hourly	Annually	Hourly	Annually	Hourly	Annually	Hourly	Annually
Sergeants		\$ 51.66	\$ 107,453.84	\$ 53.08	\$ 110,408.82	\$ 54.54	\$ 113,445.06	\$ 56.18	\$ 116,848.41
Patrol		5/1/2020 2.50%		5/1/2021 2.75%		5/1/2022 2.75%		5/1/2023 3.00%	
Step 1		\$ 30.56	\$ 63,554.58	\$ 31.40	\$ 65,302.33	\$ 32.26	\$ 67,098.15	\$ 33.23	\$ 69,111.09
Step 2		\$ 32.23	\$ 67,046.84	\$ 33.12	\$ 68,890.63	\$ 34.03	\$ 70,785.12	\$ 35.05	\$ 72,908.67
Step 3		\$ 34.01	\$ 70,747.25	\$ 34.95	\$ 72,692.80	\$ 35.91	\$ 74,691.85	\$ 36.99	\$ 76,932.61
Step 4		\$ 35.88	\$ 74,632.69	\$ 36.87	\$ 76,685.09	\$ 37.88	\$ 78,793.93	\$ 39.02	\$ 81,157.75
Step 5		\$ 37.86	\$ 78,749.40	\$ 38.90	\$ 80,915.01	\$ 39.97	\$ 83,140.17	\$ 41.17	\$ 85,634.37
Step 6		\$ 39.95	\$ 83,097.39	\$ 41.05	\$ 85,382.56	\$ 42.18	\$ 87,730.58	\$ 43.44	\$ 90,362.50
Step 7		\$ 42.14	\$ 87,653.51	\$ 43.30	\$ 90,063.98	\$ 44.49	\$ 92,540.74	\$ 45.83	\$ 95,316.96
Step 8		\$ 44.44	\$ 92,440.93	\$ 45.66	\$ 94,983.05	\$ 46.92	\$ 97,595.09	\$ 48.33	\$ 100,522.94
Step 9		\$ 46.13	\$ 95,940.93	\$ 47.39	\$ 98,579.30	\$ 48.70	\$ 101,290.23	\$ 50.16	\$ 104,328.94

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 officers hired prior to March 30, 2018 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.

An officer'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 officers 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.

It order to meet the operational needs of the Department and to maximize the use and availability of the canine to the benefit of the Department and the Village, it is expressly agreed that hours worked outside of the canine officer's normal schedule, which are directly associated to his duties as a canine handler, (e.g. canine training, canine call-outs, canine demonstrations, canine healthcare) shall not be eligible for compensatory time. Such additional hours worked shall be compensated at the rate of 1 ½ times the officer's normal rate of pay.

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 I 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 have established a VEBA and it will be funded according to this contract and applicable law.

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, Section 10.6 Sick Leave. 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 Chiefs 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.

Effective May 1, 2021, and each May 1st thereafter, the Village shall provide each officer with an annual credit of up to seven hundred fifty dollars (\$750) per fiscal year (pro rata if employed less than a year) to obtain uniforms and related equipment, from establishment designated by the Village. Each purchase shall be subject to advance approval by the Police Chief or his designee. Upon initial employment, however, the officer shall be provided with certain uniforms and related equipment by the Village, without cost to the newly hired officer. The Village

shall provide body armor in accordance with the manufacturers' recommended replacement schedule. Upon termination of employment, the officer must return all clothing and equipment obtained under this section to the Village. There will be no carryover of any uniform or equipment allowance from year to year.

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.

Any eligible officers will be reimbursed for the cost of tuition for a course 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 or an annual amount of \$3,500 every twelve (12) months for each officer. Reimbursement will be made only for tuition, and will not include mileage, fees, books, supplies or lodging.

Eligible courses include those courses offered through accredited colleges, universities and technical schools. The courses must relate to the officer's current or potential work assignments with the Village, or the courses are required to obtain a degree related to the officer's current or potential work assignments with the Village. All coursework must be done outside of the officer's working hours.

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

1. have obtained prior budgeting approval the prior written of the Police Chief during preparation for the next fiscal year budget, but no later than January 31 of each year;
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.
4. have no current disciplinary actions or be serving in a probationary or introductory period.

If the officer separates from the Village within two (2) years of the last tuition reimbursement, the amount of the last tuition reimbursement will be considered only a loan. Accordingly, the officer will be required to pay 100% of the original reimbursement.

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.

Section 17.13. Body Worn Cameras

The Village, its Police Department, and the Union are committed to protecting the safety and welfare of the citizens of Antioch and its police officers. The parties agree that recordings from Body Worn Cameras (BWC), defined as “an electronic camera system for creating, generating, sending, receiving, storing, displaying and processing audiovisual recordings that may be worn about the person of a law enforcement officer” can provide officers with an invaluable instrument to aid in criminal prosecution. It is mutually understood that BWCs can protect officers and citizens from false accusations through the objective documentation of interactions between officers of the Department and the public. Officers issued a BWC will use it pursuant to this agreement and in accordance with the Illinois state law (50 ILCS 706/10 et seq. (Public Act 099-0352).

Recordings made on a BWC will be retained on a recording medium for a period of 90 days. Under no circumstances shall any recording made with a BWC be altered, erased, or destroyed prior to the expiration of the 90-day storage period. Following the 90-day storage period, any and all recordings made with an officer-worn body camera must be destroyed, unless any encounter captured on the recording has been flagged. An encounter is deemed to be flagged when:

- (1) A formal or informal complaint has been filed;
- (2) The officer discharged his firearm or used force during the encounter;
- (3) Death or great bodily harm occurred to any person in the recording;
- (4) The encounter resulted in a detention or an arrest, excluding traffic stops which resulted in only a minor traffic offense or local ordinance offense;
- (5) The officer is the subject of an internal investigation or otherwise being investigated for possible misconduct;
- (6) The supervisor of the officer, prosecutor, defendant, or court determines that the encounter has evidentiary value in a criminal prosecution; or
- (7) The recording officer requests that the video be flagged for official purposes related to his official duties.

Under no circumstances shall any recording made with a BWC relating to a flagged encounter be altered or destroyed prior to two (2) years after the recording was flagged. If the flagged recording was used in a criminal, civil, or administrative proceeding, the recording shall not be destroyed except upon a final disposition and order from the court.

Following the 90-day storage period, recordings may be retained if the chief of police or his designee designates the recording for training purposes. If the recording is designated for training purposes, and the officer(s) recorded on the video have been notified and have no reasonable objections, the recordings may be viewed by other officers of the Police Department only, in the presence of a training instructor, for the purposes of instruction, training, or ensuring compliance with agency policies.

Cameras shall be turned on at all times when the officer is in uniform and is responding to service or engaged in any law enforcement-related encounter or activity that occurs while the office is on-duty. If exigent circumstances exist which prevent the camera from being turned on, the camera must be turned on as soon as practicable. The BWC shall only be activated by the officer wearing the equipment. Cameras will only be turned off when:

- (1) The victim of a crime requests that the camera be turned off, and unless impractical or impossible, that request is made on the recording;
- (2) A witness of a crime or a community member who wishes to report a crime requests that the camera be turned off, and unless impractical or impossible that request is made on the recording; or
- (3) The officer is interacting with a confidential informant used by Police Department.

An officer may continue to record or resume recording a victim or a witness, if exigent circumstances exist, or if the officer has reasonable articulable suspicion that a victim or witness, or confidential informant has committed or is in the process of committing a crime. Under these circumstances, and unless impractical or impossible, the officer must indicate on the recording the reason for continuing to record despite the request of the victim or witness.

Cameras may be turned off when the officer is engaged in community caretaking functions. However, the camera must be turned on when the officer has reason to believe that the person on whose behalf the officer is performing a community caretaking function has committed or is in the process of committing a crime. If exigent circumstances exist which prevent the camera from being turned on, the camera must be turned on as soon as practicable.

The officer must provide notice of recording to any person if the person has reasonable expectation of privacy and proof of notice must be evident in the recording. If exigent circumstances exist which prevent the office from providing notice, notice must be provided as soon as practicable.

Officers who may have inadvertently activated their BWC during a non-law enforcement related event can tag the video "accidental". The immediate and next level supervisor will review the video and verify the video is non-law enforcement related and then delete the video if it is in fact a non-law enforcement video.

Officers assigned a BWC are authorized to view their own recordings and to an incident using their unique user access credentials. Officers (including Detectives) are authorized to view recordings pertaining to criminal investigations to which they are assigned. Officers shall not share their unique access credentials with other users.

Supervisors are authorized to view all recordings using their unique user access credentials from a Department computer. Supervisors shall not troll through BWC footage in an attempt to discipline officers for policy violations. Supervisors shall not share their unique access credentials with other users. Officers that need to access a recording that is not their own will request to do so through their Chief or his designee. Nothing in this paragraph shall prohibit the review and use of BWC data by the department where a formal or informal complaint has been executed alleging misconduct by an officer involving a specific incident.

For the purpose of redaction, labeling, or duplicating recordings, access to camera recordings shall be restricted to only those personnel responsible for those purposes. Only current sworn law enforcement personnel shall be allowed or given access to BWC video/audio for purposes of redacting, labeling, and duplicating.

The release of video recordings to any non-law enforcement party requested through a FOIA request will be handled in accordance with 50 ILCS 706/10 et seq. (Public Act 099-0352) and the Illinois Freedom of Information Act, 5 ILCS 140. Prior to the release of any BWC recording to the public, or any party, the Village FOIA attorney will ensure that proper redactions have been made in accordance with state law.

In the event complaints of misconduct or policy violations are made against a police officer and should BWC footage contain evidence of false representation of the facts, the Chief of Police or his designee will make every reasonable effort to thoroughly investigate and pursue criminal charges against the person or persons making such false complaints.

Any amendment to 50 ILCS 706/Article 10 et seq. (Public Act 099-0352) effective after the date of this agreement shall be cause for reopening this section only for further negotiation relevant to such amendment.

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, 2020 and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2024. 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.



**APPENDIX A
GRIEVANCE FORM**
(use additional sheets where necessary)

Page
1 of 2

Date Filed: _____

Department: _____

Grievant's Name _____
Last First M.I.

STEP ONE

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

Article(s) / Section(s) violated: _____

Briefly state the facts: _____

Remedy Sought: _____

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

Reason 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:



**APPENDIX A
GRIEVANCE FORM**
(use additional sheets where necessary)

STEP THREE

Reason 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

REFERRAL TO ARBITRATION BY ILLINOIS FOP LABOR COUNCIL

Person to Whom Given

Date

FOP Labor Council Representative

Date:

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 _____

Phone: _____

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.

(iii) 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.

(iv) 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.

(v) 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. In instances where an applicant is a certified police officer in another state, said applicant must be eligible for reciprocity certification by the Illinois Law Enforcement Training and Standards Board.
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 may place the transfer applicant/new officer up to the Step on the wage scale contained in the current Labor Agreement, equal to their number of consecutive years of full time employment, up to a maximum of step 6. (e.g. a lateral applicant applies with six (6) years of full-time service at their current agency, may be placed up to Step 6 on the wage scale). Placement on the pay scale shall be at the discretion of the Chief of Police and Village Administrator. Factors they may consider may include years of experience, education, and technical expertise.
10. The transfer applicant officer shall include all benefit accruals other officers receive after two (2) years of continuous service.
11. The transfer applicant/new employee shall retain no increased seniority rights for purposes of benefit usage than any other newly hired employee.

APPENDIX E
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; 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.
- (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 Job, the MRO will contact the employee to determine if there is a legitimate medical explanation for the positive Job 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.

ByLaw

In accordance with Illinois Jaw, 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 Testing

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 Cut off 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-Accetylmorphine 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-Accetylmorphine 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.

APPENDIX F
EXPEDITED ARBITRATION

The Village of Antioch (hereinafter referred to as the "Village") and the Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the "Union") agree as follows:

The parties agree to the following expedited arbitration procedure if the Village decides to implement a schedule change due to reasons other than a declared emergency or disaster. This process shall be used in place of the usual Interest Arbitration to decide the implementation of the schedule change and for no other purpose.

The parties shall attempt to agree upon an arbitrator within five (5) business days after the Union demands to bargain over the schedule change. In the event the parties are unable to agree upon the arbitrator within said five (5) business day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. The striking order shall be determined by a coin flip, with the winner striking first. The person remaining shall be the arbitrator.

The Arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of Labor Council and Village representatives, provided that the hearing shall be held within fifteen (15) days from the selection of the Arbitrator. Village and the Labor Council shall have the right to request the Arbitrator to require the presence of witnesses or documents. The Employer and the Labor Council retain the right to employee legal counsel. Both parties will have no more than three (3) hours to present their positions and no pre or post hearing briefs will be submitted by either party, but the parties may present oral closing arguments, which will count towards the three hour time limitation. The Arbitrator is authorized to render a decision immediately to the parties or shall submit a decision in writing within ten (10) calendar days following the close of the hearing.

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 labor Council; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from any of the provisions of this Labor Agreement which are not submitted to him by the parties. Any decision or award of the Arbitrator shall be final and binding upon the Village, the Labor council and the Employees covered by this Agreement.