

AGREEMENT

BETWEEN

ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

AND

VILLAGE OF LAGRANGE PARK

May 1, 2024 – April 30, 2027

TABLE OF CONTENTS

	Page
PREAMBLE	1
ARTICLE I - RECOGNITION	1
SECTION 1 - REPRESENTATIVE UNIT	1
SECTION 2 - DUES CHECKOFF	1
SECTION 3 - INDEMNIFICATION	1
ARTICLE II - PROBATIONARY PERIOD	2
ARTICLE III - MANAGEMENT RIGHTS	2
ARTICLE IV - ENTIRE AGREEMENT	3
ARTICLE V - CONTINUITY OF OPERATION	4
SECTION 1 - NO STRIKE	4
SECTION 2 - COUNCIL'S RESPONSIBILITY	4
SECTION 3 - DISCHARGE OF VIOLATORS	5
SECTION 4 - NO LOCKOUT	5
SECTION 5 - RESERVATION OF RIGHTS	5
ARTICLE VI - BILL OF RIGHTS	5
ARTICLE VII - EMPLOYEE RIGHTS	6
SECTION 1 - PERSONAL ASSETS	6
SECTION 2 - RELEASE OF INFORMATION	6
SECTION 3 - REPLACEMENT OF PERSONAL PROPERTY	6
ARTICLE VIII - PERSONNEL FILES	6
ARTICLE IX - HOURS OF WORK AND OVERTIME	7
SECTION 1 - PURPOSE OF ARTICLE	7
SECTION 2 - WORK SCHEDULES	7
SECTION 3 - HOURS OF WORK	7
SECTION 4 - OVERTIME COMPENSATION	8
SECTION 5 - REQUIRED OVERTIME	9
SECTION 6 - CALL-BACK	9
SECTION 7 - COMPENSATORY TIME	9
SECTION 8 - NO PYRAMIDING	10
ARTICLE X - SENIORITY	11
SECTION 1 - DEFINITION OF SENIORITY	11
SECTION 2 - LOSS OF SENIORITY	11
SECTION 3 - APPLICATION OF SENIORITY	11
SECTION 4 - LAYOFFS AND RECALL	12
SECTION 5 - RIGHT OF RECALL	12
SECTION 6 - NOTICE OF RECALL	12
SECTION 7 - SENIORITY LIST	13
ARTICLE XI - HOLIDAYS	13
ARTICLE XII - DRUG TESTING	14
SECTION 1 - POLICY	14

TABLE OF CONTENTS
(continued)

	Page
SECTION 2 - PROHIBITION	14
SECTION 3 - DRUG AND ALCOHOL TESTING PERMITTED	14
SECTION 4 - ORDER TO SUBMIT TO TESTING	15
SECTION 5 - TESTS TO BE CONDUCTED	15
SECTION 6 - VOLUNTARY REQUESTS FOR ASSISTANCE	17
SECTION 7 - DISCIPLINE	19
ARTICLE XIII - HEALTH INSURANCE	19
ARTICLE XIV – POST-EMPLOYMENT HEALTH PLAN.....	20
ARTICLE XV – EMPLOYEE LIFE INSURANCE	20
ARTICLE XVI - VACATIONS	20
ARTICLE XVII – SICK AND PERSONAL LEAVE	21
ARTICLE XVIII - BEREAVEMENT LEAVE	21
ARTICLE XIX - INJURY LEAVE	22
ARTICLE XX - PENSION PLAN	22
ARTICLE XXI – COURT LEAVE	23
SECTION 1 - ON DUTY	23
SECTION 2 - OFF DUTY	23
ARTICLE XXII - GRIEVANCE PROCEDURE	23
SECTION 1 - GENERAL STATEMENT	23
SECTION 2 - PURPOSE	23
SECTION 3 - DEFINITION	23
SECTION 4 - TIME LIMITS	24
SECTION 5 - PROCEDURE	24
SECTION 6 - MISCELLANEOUS	26
SECTION 7 - APPEAL OF DISCIPLINE	27
ARTICLE XXIII - COUNCIL STEWARDS.....	27
ARTICLE XXIV - COUNCIL REPRESENTATIVE	27
ARTICLE XXV - LABOR-MANAGEMENT AND SAFETY MEETINGS.....	28
SECTION 1 - MEETING REQUEST	28
SECTION 2 - CONTENT	28
SECTION 3 - ATTENDANCE	29
SECTION 4 - DISABLING SAFETY DEFECTS	29
ARTICLE XXVI - MISCELLANEOUS	29
SECTION 1 - NO DISCRIMINATION.....	29
SECTION 2 - BULLETIN BOARDS	29
SECTION 3 - PARTIAL INVALIDITY	30
SECTION 4 - RESIDENCY	30
SECTION 5 - INDEMNIFICATION	30
SECTION 6 - STANDARD OPERATING PROCEDURES/PERSONNEL POLICIES	31
SECTION 7 - EXPOSURE TO DISEASES.....	31
SECTION 8 - FUNERAL EXPENSES	31

TABLE OF CONTENTS
(continued)

	Page
SECTION 9 - EXAMINATION OF RECORDS	31
SECTION 10 - OFF-DUTY DETAILS	31
ARTICLE XXVII - CLOTHING ALLOWANCE	32
SECTION 1 - PATROL OFFICERS	32
SECTION 2 - DETECTIVES	32
ARTICLE XXVIII - EDUCATIONAL INCENTIVE.....	32
ARTICLE XXIX - PRINTING AND SUPPLYING AGREEMENT.....	32
ARTICLE XXX - ABSENTEEISM.....	32
SECTION 1 - CALL-IN OBLIGATION.....	32
SECTION 2 - EXCESSIVE ABSENTEEISM.....	33
SECTION 3 - PROOF OF ILLNESS	33
ARTICLE XXXI - SUSPENSION, DISCIPLINE AND DISCHARGE	33
ARTICLE XXXII - SHIFT EXCHANGE.....	33
ARTICLE XXXIII - WAGE RATES	35
ARTICLE XXXIV - IMPASSE RESOLUTION	36
ARTICLE XXXV - DURATION	36

VILLAGE OF LAGRANGE PARK

Preamble

This collective bargaining agreement is entered into by and between the VILLAGE OF LAGRANGE PARK and its Police Department hereinafter referred to as the (“Employer” or “Village”) and ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL, (hereinafter referred to as the “ Council”) on behalf of Officers in the collective bargaining unit set forth in Article II hereof.

ARTICLE I - RECOGNITION

Section 1 -Representative Unit

The Employer recognizes the Council as the sole and exclusive representative for all sworn Police Officers of the Employer in the job classification Police Officer and excluding all sworn Police Officers above the rank of Police Officer, and all supervisors, managers, confidential employees and all civilian employees.

Section 2 -Dues Checkoff

With respect to any employee from whom the Employer receives individual written authorization, signed by the employee, in a form agreed upon by the Council and the Employer, the Employer shall deduct from the wages of the employee the dues required as a condition of membership in the Council, and shall forward such amount to the Council within thirty (30) calendar days after close of the pay period for which the deductions are made. The amounts deducted shall be set by the Council.

Section 3 -Indemnification

The Council shall indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken by

the Employer for the purpose of complying with any provisions of this Article. If an incorrect deduction is made, the Council shall refund any such amount directly to the involved employee.

ARTICLE II - PROBATIONARY PERIOD

The length of the probationary period is eighteen (18) months from date of hire. A probationary employee shall be entitled to all benefits provided for in this Agreement except that any discipline and termination shall not be subject to the grievance procedure set forth in this Agreement.

ARTICLE III - MANAGEMENT RIGHTS

Except as specifically limited by the express written provisions of this Agreement, the Employer retains all traditional rights to manage and direct the affairs of the Employer in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, the purpose, composition and function of each department and subdivisions, the services and missions of the Employer; to supervise and direct the working forces; to establish the qualifications for employment, including examination and testing; hire, classify, select, promote, to maintain a capable and efficient police force; to establish specialty positions and select personnel to fill them; to establish work and productivity standards from time-to-time to change those standards; to establish and assign work schedules, determine the starting and quitting times and the number of hours to be worked and assign work and assign overtime; to determine the location, methods, means organization and number of personnel by which such operations and services shall be conducted, including the right to determine whether services or goods are to be made or purchased and to increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve officers from duties because of lack of work or funds or other proper reasons; to make, delete, alter and enforce reasonable rules, regulations, orders, policies and procedures; to transfer, assign, and

evaluate employees; to require the physical and mental fitness of employees; to suspend, demote, discharge or take other disciplinary action against officers for just cause and to terminate any probationary officer with or without cause; to change or eliminate existing methods, equipment or facilities or introduce new ones; to contract out when necessary in the exercise of its powers and duties; to determine training needs and assign employees to training; to establish, modify, combine or abolish job positions and classifications and to select personnel for such positions; to determine work hours (shift hours); to establish, implement and maintain an effective internal investigation program; to take any and all actions as may be necessary to carry out the mission of the Employer and the Police Department in the event of civil emergency, riots, civil disorders, tornado conditions, floods, etc. as may be declared by the Village Board President, the Village Manager, Police Chief or their authorized designees; and to generally carry out the mission of the Village.

Inherent managerial functions, prerogatives and policy-making rights, whether listed above or not, which the Employer has not expressly restricted by a specific provision of this Agreement, shall remain vested exclusively with the Employer.

ARTICLE IV - ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties. This Agreement supersedes and cancels all prior practices and agreements whether written or oral which conflict with the express terms of this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the parties waive the right to negotiate on any issue whether known or unknown and that the understandings and agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Before making any changes in working conditions not contained in this Agreement which are mandatory topics of bargaining under State law, the Employer shall notify the Council no later than five (5) days after deciding to enact a change. Upon such notification, and if requested by the Council, the Employer shall meet with the Council and discuss such change(s) prior to final implementation. Changes in working conditions fully implemented without such notice shall be considered temporary pending the completion of such discussions. The parties do not intend by such discussions to require decisional collective bargaining over the issue(s) raised; provided, however, that the parties agree to engage in impact bargaining if timely requested by the Council.

ARTICLE V - CONTINUITY OF OPERATION

Section 1 -No Strike

Neither the Council nor any officer, member of the Council, or officer covered by this Agreement, will call, institute, authorize, participate in, sanction, encourage, or ratify any strike, work stoppage, sympathy strike, secondary boycott, slowdown, speed-up, sit down, concerted refusal to perform overtime, concerted abnormal and unapproved enforcement procedures or policies, or mass resignation, mass absenteeism or picketing which causes any work stoppage or any concerted refusal to perform duties by any officer or officer group. No officer covered by this Agreement shall refuse to cross any picket line, by whomever established while on duty or in the course of performing their job duties.

Section 2 -Council's Responsibility

Should any activity prescribed in Section 1 of this Article occur, which the Council has or has not sanctioned, the Council shall immediately:

- A. Publicly disavow such action by the employees or other persons involved;
- B. Advise the employer in writing that such action has not been caused or sanctioned by the Council;

- C. Notify the employees stating that it disapproves of such action instructing all employees to cease such action and return to work immediately;
- D. Take such others steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the Employer to accomplish this end.

Section 3 -Discharge of Violators

The Employer shall have the right to file charges seeking discharge or otherwise discipline any or all employees who violate any of the provisions of this Article. In such event, the employee or employees, or the Council in their behalf, shall have no recourse to the grievance procedure, except for the sole purpose of determining whether an employee or employees participated in the action prohibited by this Article. If it is determined that an employee did so participate, the disciplinary action taken by the Employer may not be disturbed.

Section 4 -No Lockout

The Employer agrees that it will not lockout its employees during the term of this Agreement or any extension thereof.

Section 5 -Reservation of Rights

In the event of any violation of this Article by the Council or the Employer, the offended party may pursue any legal or equitable remedy otherwise available, and it will not be a condition precedent to the pursuit of any judicial remedy that any grievance provided in this Agreement be first exhausted.

ARTICLE VI - BILL OF RIGHTS

The Employer and the Council agree to include the Uniform Peace Officers' Disciplinary Act, as amended from time to time, as an Addendum to the collective bargaining agreement. A Union representative may be present during an investigatory interview, upon request made by an

employee, in cases where the employee reasonably believes the information gained from the investigatory interview may result in the imposition of discipline against the officer. This Article shall not be interpreted as a waiver of any other statutory rights that an employee may have under state or federal law.

ARTICLE VII - EMPLOYEE RIGHTS

Section 1 -Personal Assets

No Employee shall be required or requested to disclose to the Employer any item of his property, income, assets, source of income or assets, debts or personal or domestic expenditures (including those of any member of his family or household) unless such information is necessary in an internal investigation.

Section 2 -Release of Information

No photograph or personal information about an Employee will be disclosed by the Employer to the media or general public at any time during the term of this Agreement, unless the Employee approves of such disclosure in advance of its release. Such disclosures will also include an Employee's home address and home telephone number.

Section 3 -Replacement of Personal Property

The Employer agrees to repair or replace corrective lenses, prescription sun glasses or wrist watch when same is damaged or destroyed as a result of the Employee's performance of duty which required the use or exertion of physical force. Such claims shall be documented by the Employee to the reasonable satisfaction of the Employee's supervisor and shall be limited to \$300.00 per officer, per year, beginning on the date of first reported occurrence.

ARTICLE VIII - PERSONNEL FILES

Employees shall be entitled to inspect their personnel files in accordance with the provisions of the Illinois Personnel Record Review Act. .

ARTICLE IX - HOURS OF WORK AND OVERTIME

Section 1 -Purpose of Article

Nothing herein shall be construed as a guarantee of hours of work per day, per week or per work cycle, and nothing within shall preclude the Employer from restructuring the normal workday, work week, or work cycle. It is the Employer's intent that such changes will be implemented based upon the valid and legitimate operating needs of the department.

Section 2 -Work Schedules

The work period as defined by federal law for all officers shall be seven (7) consecutive days, with the first such period beginning on Monday, and ending on Sunday. All hours that an officer is in pay status shall be counted as hours worked for purposes of computing overtime.

Section 3 -Hours of Work

The hours of work shall be assigned by management. The normal work day shall be based upon three shifts, rotated equally among the officers. Each shift shall normally consist of eight hours, which includes ½ hour total for lunch as determined by the supervisor. Two coffee breaks are permitted. Each shall not exceed fifteen (15) minutes duration, duty permitting. Subject to supervisory approval, one coffee break may be taken at approximately mid-shift before lunch and the other coffee break may be taken at approximately mid-shift after lunch. Each officer is subject to call at all times during his shift, including lunch and break times. The shift schedule is currently a twenty-eight (28) day rotation.

Shift rotations shall be: 7:00 a.m. - 3:00 p.m., 3:00 p.m. - 11:00 p.m. and 11:00 p.m. - 7:00 a.m. Hours of work for all non-patrol personnel shall remain flexible and shall be arranged on an ad hoc basis by the Police Chief.

During the term of the Agreement, all officers, other than OIC's and Detectives, shall be permitted to select their shift by seniority. The Chief agrees to request that all bargaining unit members submit their first and second shift choices annually in January. After shift bids are made, the Chief shall have the right to make reasonable adjustments in order to provide appropriate experience levels on the shifts, for specialty needs, to fill in vacancies and to avoid personality conflicts.

The Chief of Police shall determine whether any other change(s) in shift rotations, shift assignments, and the normal hours of work are required. Should the Chief of Police elect to change the shift rotation, two weeks' prior notice shall be given to the affected officers. Such notice shall be posted on the police department bulletin board. No notice is required in emergency situations, or where otherwise impractical.

A police officer working in the assigned capacity of Officer in Charge shall receive an additional 10% pay differential to his regular wage rate for the duration of this assignment.

The Employer may, for efficiency of operations, change the established work day and/or work period (increase or decrease the number of hours, roll call, reporting procedures), and revise number of hours, roll call, reporting procedures), and revise daily hours and assignments as necessary. Any change in the officer's daily assigned hours shall be preceded by twenty-four (24) hours' notice to the affected officer. No notice is required in emergency situations or where otherwise impractical.

Section 4 -Overtime Compensation

Overtime which has been duly authorized or approved shall be compensated as follows:

All hours in excess of forty (40) hours each week worked and/or compensated shall be compensated at the rate of one and one-half (1-1/2) times the regular hourly rate (hourly rate determined by dividing the annual salary by 2080).

All overtime calculations shall be rounded ahead to the nearest quarter hour. Cash payments for overtime shall accrue only after the officer has worked a minimum of eight (8) minutes of work on any day of the week beyond the officer's full regularly scheduled shift if the officer has otherwise met the forty (40) hour weekly threshold required for the commencement of payment of cash overtime.

Section 5 -Required Overtime

Pursuant to existing practices, the Chief or his designee(s) shall have the right to require overtime work, and officers may not refuse overtime assignments. In non-emergency situations, the Chief or his designee(s), as a general rule, shall first seek volunteers for overtime assignments from the police department overtime roster in rotation. However, the police department overtime roster will not necessarily be used for work in progress. Also, specific officers may be selected for special assignments based on specific skills, ability and experience they may possess. If the overtime assignment cannot readily be filled from the police department overtime roster, then, pursuant to past practice, the Chief may assign the work to other Department personnel.

Section 6 -Call-Back

Members covered by this Agreement called back to duty after having been relieved of duty, and reporting to the Employer's premises of their normally assigned work station at a specified time, shall be paid a minimum of two (2) hours pay at 1-1/2 times their straight-time hourly rate of pay. Compensation begins when the officer reports for duty.

For purposes of this Section, "call-back" shall be defined as work occasioned by a member of the Police Department being ordered to return to duty after being in the status of off-duty. Call-backs do not include shift adjustments due to changing manpower requirements.

Section 7 -Compensatory Time

(a) Officers who are entitled to overtime pay may elect compensatory time at time and one-half (1-1/2) in lieu of overtime pay. An officer who has accrued compensatory time may make requests for time off in a minimum of ½ day increments, or less subject to the rule of reason and department operating needs. The officer shall provide 24-hour advance notice for any use of comp time, or less subject to operating needs. Such time off will be approved subject to departmental needs. Comp time in hourly increments may be approved when requested for the end of a shift subject to department operating needs. The scheduling of compensatory time off shall be within the discretion of the Police Chief or his designee in accordance with the practices and procedures in effect on April 30, 2008; provided however, such requests to schedule compensatory time off shall not be denied or withheld arbitrarily. Compensatory time cannot be accumulated beyond one hundred twenty (120) hours.

(b) In the event that any court or administrative agency of competent jurisdiction over the Village finds that Section 7(a) above, or the Department's practices or procedures administering Section 7(a), are unlawful and/or unenforceable, the Village may declare Section 7(a) null and void, and the Department's prior compensatory time practices shall be promptly terminated, subject to the Village's obligations under Article XXV, Section 3 below to bargain over a replacement provision, and subject to interest arbitration at the demand of either party in the event that reopened bargaining over a replacement provision for Article IX, Sections 7(a) and 7(b) reaches impasse. In the event that no replacement provision is agreed to or awarded by an arbitrator, officers' comp time banks in existence as of the date of such termination shall be paid out to the affected officers as salary. The Village agrees to bargain with the Council over the timing of such payouts of accrued but unused comp time.

- a) Employees shall be able to cash out up to forty (40) hours of accrued compensatory time. Payment will be made on the last paycheck of the Village's Fiscal Year. Employees must give written notice of intent to cash out compensatory time, prior to April 1 of each year.

Section 8 -No Pyramiding

Compensation shall not be paid nor compensatory time taken more than once for the same hours under any provision of this Article or Agreement.

ARTICLE X - SENIORITY

Section 1 -Definition of Seniority

- A. Seniority shall be defined as an employee's length of full-time continuous service as a police officer in the LaGrange Park Police Department, calculated from most recent date of hire.
- B. In the event that two or more officers have the same seniority date, seniority shall be determined by the officer's placement on the Board of Police Commissioners eligibility list.
- C. Except for vacation purposes, probationary employees shall have no seniority rights. If an employee satisfactorily completes the probationary period, his/her seniority shall be the date of original employment.

Section 2 -Loss of Seniority

- A. The employee resigns or quits;
- B. The employee retires;
- C. The employee is discharged or permanently removed from the payroll, and the separation is not reversed through the appeals process;
- D. The employee does not return to work at the expiration of a leave of absence;

- E. The employee is absent for three (3) consecutive scheduled work days without authorization or notice to the Department; or
- F. The employee does not return to work when recalled from layoff.

Section 3 -Application of Seniority

Seniority shall be considered for the following:

- A. Vacation preference, provided that detectives and officers shall be treated as the same job classification for purposes of vacation selection; and
- B. Layoffs as specified in the Illinois Compiled Statutes.

Section 4 -Layoffs and Recall

Should the Employer determine that it is necessary to decrease the number of employees in the bargaining unit, it will layoff employees in the order of inverse seniority in accordance with the provisions set forth in the Illinois Compiled Statutes. Where practicable, affected employees and the Council will be given notice of contemplated layoffs at least two (2) weeks prior to the effective date of the layoff(s).

Section 5 -Right of Recall

Laid off employees will have recall rights for a period of two (2) years.

Any Officer who has been laid off shall be placed on the appropriate reinstatement list and for up to two (2) years thereafter shall be recalled in the inverse order of layoff, provided the officer is fully qualified to perform the work to which he is recalled without further training.

Section 6 -Notice of Recall

Officers who are eligible for recall shall be given ten (10) calendar days' notice of recall, which shall be sent to the officer by certified or registered mail, return receipt requested, with a copy to the Council, provided that the officer must notify the Police Chief or his designee of his intention to return to work within five (5) days after receiving notice of recall. The Village shall

be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested, to the mailing address last provided by the officer, it being the obligation and responsibility of the officer to provide the Police Chief or his designee with his latest mailing address. If an officer fails to timely respond to a recall notice by return mail or in person, his name shall be removed from the recall list.

Section 7 -Seniority List

As soon as practicable after signing of this contract, the Employer will furnish the Council a list showing the name, address, job title and last hiring date of each employee in the bargaining unit, and whether the employee is entitled to seniority or not. The Employer shall post a similar list without employees' addresses. Within thirty (30) calendar days after the date of posting, an employee must notify the Employer of any alleged errors in the list or it will be considered binding on the employee and the Council from that time forth. When changes or additions to those lists become necessary, the Employer will provide notification to the Council of such changes or additions. A revised seniority list will be posted once a year. After such posting, an employee must notify the Employer of any alleged errors within 30 days, or the information in the list shall be considered forever binding on the employee and the Council.

ARTICLE XI - HOLIDAYS

The Employer agrees to continue in effect its existing policy on Holidays which currently include ten and one-half (10½) days. Patrol officers normally scheduled to work, and detectives ordered by their supervisor to work, shall be paid two and one-half (2½) times their normal hourly rate for all hours worked on a holiday. Officers not working on a holiday will receive eight (8) hours of pay. The holiday list consists of the following: New Year's Day, Presidents' Day, Good Friday (½ day), Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve day, Christmas Day and one floating day off subject to work load.

In the event that an employee is scheduled to work on a holiday but is subsequently unable to work due to a self-initiated or Command Staff directive to quarantine for an illness or exposure or possible illness or exposure, the employee will not receive holiday pay. Instead, the employee will receive straight time for the holiday. Additionally, the employee will not be required to utilize a sick day for such absence.

A safety day will be awarded if all Village employees receive one.

ARTICLE XII - DRUG TESTING

Section 1 -Policy

It is the policy of the Employer that the public has the reasonable right to expect persons employed by the Employer to be free from the effects of drugs and alcohol. The Employer, as the Employer, has the right to expect the Employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as not to violate any established rights of the Employees.

Section 2 -Prohibition

Employees shall be prohibited from:

- (a) consuming or possessing alcohol or illegal drugs (unless in accordance with duty requirements) at any time during the work day or anywhere on any Employer premises or job sites, including all Employer buildings, properties, vehicles and the Employee's personal vehicle while engaged in Employer business;
- (b) illegally selling, purchasing or delivering any illegal drug (unless in accordance with duty requirements) during the work day or on the Employer's premises;
- (c) being under the influence of alcohol or illegal drugs during the course of the work day;

- (d) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Section 3 -Drug and Alcohol Testing Permitted

Where the Employer has reasonable suspicion to believe that an Employee is then under the influence of alcohol or illegal drugs during the course of the work day, the Employer shall have the right to require the Employee to submit to alcohol or drug testing as set forth in this Agreement. At least two supervisory personnel, must certify their reasonable suspicions concerning the affected Employee prior to any order to submit to the testing authorized herein. The Employer may conduct lawful drug tests as it may deem appropriate for persons seeking employment as Employees prior to their date of hire.

An employee shall also be ordered to submit to drug and alcohol testing whenever that employee discharges a firearm and such action may have caused injury or death to a person or persons. The employee shall submit to the test as soon as practical, but not later than the end of the shift or tour of duty. All time spent in the testing process shall be compensable under this Agreement.

Section 4 -Order to Submit to Testing

At the time an Employee is ordered to submit to testing authorized by this Agreement, the Employer shall provide the Employee with a written notice of the order, setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The Employee shall be permitted to consult with a representative of the Labor Council at the time the order is given. Testing shall not be unreasonably delayed by reason of the Employee's inability to consult legal counsel or labor representatives. No questioning of the Employee shall be conducted without first affording the Employee the right to Labor Council representation and/or legal counsel. Refusal to submit to such testing may subject the Employee

to discipline, but the Employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

Section 5 -Tests to be Conducted

In conducting the testing authorized by this Agreement, the Employer shall:

- (a) use only a clinical laboratory or hospital facility that is certified by the U. S. Department of Health and Human Services (DHHS) or its appropriate subsidiary agency (*e.g.*, SAMHSA);
- (b) insure that the laboratory or facility selected conforms to all DHHS standards;
- (c) establish a chain of custody procedure for both the sample collection and testing that will insure the integrity of the identity of each sample and test result. No Employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
- (d) collect a sufficient sample of the same bodily fluid or material from an Employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the Employee;
- (e) collect samples in such a manner as to preserve the individual Employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample, except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable belief that the Employee has attempted to compromise the accuracy of the testing procedure;
- (f) 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;

- (g) provide the Employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the Employee's own choosing, at the Employee's own expense; provided the Employee notifies the Employer within seventy-two (72) hours of receiving the results of the tests;
- (h) require that the laboratory or hospital or facility report to the Employer that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Employer inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of test administered), the Employer will not use such information in any manner or forum adverse to the Employee's interests;
- (i) require that with regard to alcohol testing, for the purpose of determining whether the Employee is under the influence of alcohol, test results showing an alcohol concentration of .04 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive (Note: the foregoing standard shall not preclude the Employer from attempting to show that a test result below .04 demonstrates that the Employee was under the influence);
- (j) provide each Employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results.

Section 6 -Voluntary Requests for Assistance

The Employer shall take no adverse employment action for drug or alcohol use against an Employee who on one occasion voluntarily seeks treatment, counseling or other support for an

alcohol or drug related problem, prior to any request by the Employer to submit to testing in accordance with this Article, other than the Employer may require reassignment of the Employee with pay if he is then unfit for duty in his current assignment. The Employer shall make available a means by which the Employee may obtain referrals and treatment.

An Employee who on one occasion voluntarily seeks assistance with drug and/or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action for drug or alcohol use by the Employer. This is a one-time per officer provision. The foregoing is conditioned upon:

- (a) the Employee agreeing to appropriate treatment as determined by the physician(s) involved;
- (b) the Employee discontinues his use of illegal drugs or abuse of alcohol;
- (c) the Employee completes the course of treatment prescribed, including an “after-care” group for a period of up to twelve months;
- (d) the Employee agrees to submit to random testing during hours of work during this period of “after-care.”
- (e) the employees use of drugs or alcohol did not contribute directly to the loss of life or injury to any person.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an Employee on active status throughout the period of rehabilitation if it is appropriately determined that the Employee’s current use of alcohol or drugs prevents such individual from performing the duties of a police officer or whose continuance on active status would constitute a direct threat to the property or safety of others. Such Employees shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence, at the Employee’s option,

pending treatment. The foregoing shall not limit the Employer’s right to discipline Employees for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

Section 7 -Discipline

Employees who do not agree to or who do not act in accordance with the provisions of Section 12.6, or Employees who test positive for the presence of illegal drugs or alcohol during the hours of work and who have not exercised their option to request assistance on a one-time basis pursuant to Section 12.6, above, or Employees who subsequently test positive for the presence of illegal drugs or alcohol during the hours of work after having complied with the provisions of Section 12.6 shall be subject of discipline, up to and including discharge.

No discipline or adverse administrative action shall be taken against any employee based upon a non-negative test result unless such result is confirmed positive by a certified laboratory as described in Section 5.(a) above and a qualified Medical Review Officer (MRO), with whom the employee has had the opportunity to speak.

ARTICLE XIII - HEALTH INSURANCE

The Employer’s health and dental insurance plans in effect immediately prior to the effective date of this Agreement, or substantially similar replacement plan(s) procured by the Employer, shall remain in effect for the duration of this Agreement. During the term of this Agreement, employees shall contribute to the monthly premium for both plans individual and/or dependent coverage in the following amounts:

Insurance Coverage	Period	Employee Contribution
Health	5/1/2024-4/30/2027	18%
Dental	5/1/2024-6/30/2025	100%
	7/1/2025-4/30/2027	18%

Beginning: Rate:

The Employer shall pay the remaining monthly premium for coverage of the employee and of any eligible dependent who elects to participate under the terms of the Employer's HMO Plan or its successor HMO plan. However, the Employer may in its discretion embark on a cost containment program, which may result in future benefit and/or cost change(s) (except that employees' premium contributions shall be as provided above), provided that the successor plan shall be substantially similar to the plan in effect immediately prior to the effective date of this Agreement. The Council will be notified before any proposed change(s) in health insurance benefits or plan(s) are implemented.

ARTICLE XIV - POST-EMPLOYMENT HEALTH PLAN

Effective on or before January 1, 2019, the Village shall cooperate in the selection, design and implementation of an employee-funded Post-Employment Health Plan (PEHP Plan) to be utilized by the employees for retiree insurance premiums and related expenses in accordance with, and as permitted by, federal and state laws governing PEHP Plans and their operation. The parties expressly agree that all Plan fees assessed (administrative fees, asset fees and the like) shall be borne by the employee-participants, and not the Village. The union will notify the Village prior to December 1 of each year as to the amount of the employee contributions for the following year.

ARTICLE XV - EMPLOYEE LIFE INSURANCE

The Employer shall continue to provide life insurance protection for each full time officer covered by this Agreement in an amount equal to one and one-half (1½) times the annual salary of the officer, plus \$6,000 to a maximum coverage of \$150,000.00.

ARTICLE XVI - VACATIONS

The Employer agrees to continue in effect its existing policy on the accrual and scheduling of vacations with the following benefit levels:

<u>Years of Service</u>	<u>Hours of Vacation</u>
0 through 6	80
Over 6 through 12	120
Over 12 through 20	160
Over 20 years of service	200

Employees may request single days or partial weeks of vacation during a period when another employee is on vacation. Such requests shall not be unreasonably denied, provided that the operational needs of the Department will determine the granting of additional time off.

ARTICLE XVII - SICK AND PERSONAL LEAVE

The Employer agrees to continue in effect its existing policy on sick leave and personal leave. Sick leave is accrued at the rate of one day per month to a maximum level of one hundred twenty (120) earned days. Pursuant to Village policy, any employee retiring or voluntarily resigning in good standing (*e.g.*, not subject to charges, or investigation of conduct which could lead to the filing of charges, seeking the employee’s termination) after twenty (20) years of service or duty-related disability is entitled to receive payment for twenty-five percent (25%) of accumulated sick leave.

The Employer will pay for the cost of medical certification in the event it requires medical certification from an officer who has been absent less than three consecutive work days.

ARTICLE XVIII - BEREAVEMENT LEAVE

In the event of death in an employee’s immediate family, employees will be allowed to use a maximum of three work days bereavement leave. Immediate family includes and is limited to: spouse, children, mother, father, guardian, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandchild or grandparent.

In the event of the death of an employee's relative other than immediate family, employees will be allowed to use one work day of bereavement leave. These relatives are limited to: aunt, uncle, niece or nephew.

Department heads will give favorable consideration to the granting of vacation leave, leave without pay, or compensatory time off for the death of relatives or friends other than those listed above.

ARTICLE XIX - INJURY LEAVE

Employees shall be compensated for injuries sustained while on duty in accordance with the provisions of state law.

ARTICLE XX - PENSION PLAN

Pension benefits shall be provided pursuant to the terms of the Downstate Police Pension Plan for employees covered by this Agreement. Retirement shall occur no later than an officer's 62nd birthday.

ARTICLE XXI - COURT LEAVE

Section 1 -On Duty

The Employer shall grant leave at the appropriate hourly rate of pay to any officer for the period of time he is required to appear in the course of his employment before a court, judge, justice, coroner or magistrate.

Section 2 -Off Duty

Off-Duty attendance required at field court pursuant to current department policy shall be paid at time and one-half the appropriate hourly rate for actual time worked. A three (3) hour minimum payment shall be provided each officer.

ARTICLE XXII - GRIEVANCE PROCEDURE

Section 1 -General Statement

This policy shall apply to all bargaining unit employees.

All employees shall have a right to file a grievance.

The term “employee” as used throughout this procedure shall also be understood to include any recognized employee representative or the Council.

The term “employer” as used throughout this procedure refers to the Village of LaGrange Park or its designee.

Section 2 -Purpose

To specify the method by which employees may present grievances and seek redress.

Section 3 -Definition

A grievance is a difference between an employee and/or the Labor Council and the Employer with respect to the interpretation or application of, or compliance with the terms of this Agreement between the Employer and the Council.

Section 4 -Time Limits

- A. Grievances must be presented by the employee within seven (7) calendar days from occurrence of the event giving rise to the grievance or seven (7) calendar days from the date the event should have been known to the employee, whichever occurs later.
- B. An employee’s failure to file a grievance within the time period specified shall constitute a waiver of any rights to advance the grievance.

Section 5 -Procedure

A. Step One

1. The employee writes the nature of the grievance and the resolution sought on the grievance form and the specific contract provisions alleged to have been violated and presents the grievance to his/her immediate supervisor.
2. Within the seven (7) calendar days after receipt, the Immediate Supervisor may meet with the employee to discuss the grievance.
3. Within the seven (7) calendar days after the meeting or written response, the Immediate Supervisor answers the grievance on the grievance form and transmits the answer to the employee.
4. If the answer is satisfactory, the grievance procedure is concluded at Step 1.
5. If the answer is not satisfactory, the employee may, within the seven (7) calendar days after receipt, or if no answer is given, advance the grievance to Step 2.
6. Failure to advance the grievance within seven (7) calendar days after the Step 1 answer is due, concludes the grievance procedure.

B. Step Two

1. Within seven (7) calendar days after receipt of the Step 1 answer, the grievance may be forwarded to the Chief of Police or his designee stating that the answer given at Step 1 is unsatisfactory.
2. The Chief of Police or his designee shall meet with the grievant within seven (7) calendar days or submit a written decision to the employee within seven (7) calendar days after the meeting.

C. Step Three

1. Within seven (7) calendar days after receipt of the Step 2 meeting or answer, the grievance may be forwarded to the Village Manager or his designee stating that the answer given at Step 2 is unsatisfactory.
2. The Village Manager or his designee will meet with the grievant within seven (7) calendar days and submit a written decision to the employee within seven (7) calendar days after the meeting.

D. Step Four

If the Council is not satisfied with the Step 3 answer, it may within seven (7) days after receipt of the Step 2 answer, submit in writing to the Employer notice that the grievance is to proceed to arbitration. If the two parties fail to reach agreement on the selection of an arbitrator within ten (10) days, the Employer and Council will jointly contact the Federal Mediation and Conciliation Service and request it to provide the parties with a list of arbitrators from Illinois, Indiana and Wisconsin in accordance with its rules and procedures for selecting arbitrators; provided, however, that either party may reject in total for any reason one panel of arbitrators.

Expenses for the arbitrator's service and the expenses which are common to both parties to the arbitration shall be borne equally by the Employer and the Council. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement or impose on any party hereto limitations or obligations not specifically

provided for in the Agreement. The issue or issues to be decided will be limited to those presented to the arbitrator in writing by the Employer and the Council. His/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy it shall pay for one-half the total cost of producing the record.

Section 6 -Miscellaneous

- A. Only the grievant and/or representatives of the Council may present grievances. Employees may take up grievances through Step 3 either on their own and individually or with representation by the Council. If an employee takes up a grievance without Council representation, any resolution of the grievance shall be consistent with this Agreement and the Council representative shall have the right to be present at such resolution. A grievance relating to all or a substantial number of employees or to the Council's own interests or rights with the Employer may be initiated at Step 3 by a Council representative.
- B. The parties may, by joint agreement, alter any time limits in the procedure.

Section 7 -Appeal of Discipline

No employee covered by this Agreement shall be suspended, relieved of duty, disciplined in any manner, or separated without just cause. The Police Chief or his designee or such other individual as specified by the Employer shall have the authority to suspend or terminate bargaining unit employees. The Union and the Employer hereby abrogate the authority of the Board of Fire

and Police Commissioners with respect to such discipline. Suspensions and terminations may be grieved and arbitrated consistent with the grievance procedure set forth within this Agreement.

ARTICLE XXIII - COUNCIL STEWARDS

The Employer recognizes the right of the Council to select Council Stewards, and the Council agrees to furnish the Employer, within two (2) weeks of ratification of this Agreement, with the names of the stewards selected by the Council. Stewards are not permitted to conduct Council business during work hours without the permission of the Chief of Police. The Employer agrees to permit a maximum of two (2) Council Stewards to participate in negotiations for a successor bargaining agreement without loss of pay and subject to recall to their duty only in case of an emergency.

ARTICLE XXIV - COUNCIL REPRESENTATIVE

Duly authorized business representatives of the Council will be permitted at reasonable times to enter the appropriate Village facility for purposes of handling grievances or observing conditions under which employees are working. These business representatives will be identified to the Chief/Designee(s) in a manner suitable to the Employer and on each occasion will first secure the prior approval of the Chief/Designee(s) to enter and conduct their business so as not to interfere with the operation of the Employer. If such approval is granted, the Chief/Designee(s) shall designate the area where such business is to be conducted and the period of time to be provided. The Council will not abuse this privilege, and such right or entry shall at all times be subject to general department rules applicable to non-employees.

The Council or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any Employee whose pay is in dispute or any records of the Employee pertaining to a specific grievance arising after the effective date of this Agreement, at reasonable times and with the Employee's consent.

ARTICLE XXV - LABOR-MANAGEMENT AND SAFETY MEETINGS

Section 1 -Meeting Request

The Council and the Employer agree that in the interest of efficient management and harmonious employee relations that meetings be held if mutually agreed between Council representatives and responsible administrative representatives of the Employer. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a “labor-management” or “safety meeting” and expressly providing the agenda for such meeting. Such meetings, times and locations, shall be mutually agreed upon shall be limited to:

- A. A discussion on the implementation and general administration of this Agreement;
or
- B. A sharing of general information of interest to the parties; or
- C. Issues and concerns involving safety; or
- D. Notifying labor representatives about certain changes in non-bargaining matters which may affect employees.

Section 2 -Content

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

Section 3 -Attendance

Attendance at “labor-management meetings” shall be voluntary on the employee’s part, and attendance during such meetings shall not be considered time worked for compensation purposes. Normally, two (2) persons from each side shall attend these meetings, schedules

permitting. Attendance by bargaining unit members at such meetings shall not interfere with required duty time, and attendance may be during duty time if mutually agreed between the Police Chief or his/her designee(s) and the Council representative.

Section 4 -Disabling Safety Defects

No employee shall be required to use any equipment that has been designated by both the Employer and the Council as being defective because of disabling condition unless the disabling condition has been corrected as determined by the Employer.

ARTICLE XXVI - MISCELLANEOUS

Section 1 -No Discrimination

The Employer will comply with pertinent federal and state non-discrimination laws. Employees shall seek redress for any alleged violations of said laws only through the appropriate governmental agency and/or the courts.

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

Section 2 -Bulletin Boards

The Employer will make a bulletin board available for the use of the Council in a non-public location adjacent to the locker area. The Council and Lodge will be permitted to have posted on this bulletin board notices of a non-controversial nature, but only after submitting them to the Chief/Designee for approval and posting. There shall be no distribution or posting by employees of advertising or political material, notices, or other kinds of literature on the Employer's property other than herein provided. The Union and/or Lodge shall not be required to have prior approval for Union and/or Lodge business posted on this board that is not an offensive or inflammatory nature.

Section 3 -Partial Invalidity

If any provision of this Agreement is subsequently declared to be unlawful or unenforceable, in whole or in part, by federal or state legislative authority, or by a court of competent jurisdiction and binding authority over the City, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Such unlawful, unenforceable or modified provision(s) may be the subject of immediate negotiations between the parties upon the written request of either party. Any such dispute involving a mandatory topic of bargaining which arises under this Section 3 and is not resolved by mutual agreement shall be resolved in accordance with the provisions of Section 14 of the *Illinois Public Labor Relations Act*.

Section 4 -Residency

Employees shall maintain their primary residence in the State of Illinois.

Section 5 -Indemnification

The Village agrees to indemnify officers in accordance with 65 ILCS 5/1-4-6. The Village's obligation with respect to providing legal counsel to represent an officer sued for action undertaken in the course of performing his/her job duties is satisfied in full by making available to said officer the services of an attorney designated to handle the case by the Intergovernmental Risk Management Association.

Section 6 -Standard Operating Procedures/Personnel Policies

Notwithstanding any other provision of the Agreement, the Council must be notified five (5) working days in advance of any contemplated change in the Employer's Standard Operating Procedures and/or Personnel Policies or the Rules of the Board of Police Commissioners directly affecting Police Officers.

Section 7 -Exposure to Diseases

The Employer agrees to pay all expenses for inoculation or immunization shots for Employees or members of an Employee's family when such becomes necessary as a result of said Employee's exposure to contagious diseases while in the line of duty.

Section 8 -Funeral Expenses

The Employer agrees to pay the reasonable and customary funeral and burial expenses of any Employee killed in the line of duty. Said payment shall be made within 30 days of the Employee's death.

Section 9 -Examination of Records

The Council or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any Employee whose pay is in dispute or any other records of the Employee pertaining to a specific grievance arising after the effective date of this Agreement, at reasonable times with the Employee's consent.

Section 10 -Off-Duty Details

The Employer shall offer all police officers (excluding the Chief, Deputy Chief and auxiliaries but including sergeants and all other sworn personnel) the opportunity to work on off-duty details as they become available. The selection process shall be on a rotating basis using an alphabetical listing of eligible personnel. For purposes of the rotation, an officer's unavailability or refusal to work shall count the same as acceptance of an assignment.

ARTICLE XXVII - CLOTHING ALLOWANCE

Section 1 -Patrol Officers

Clothing will be provided pursuant to the Employer's established Quartermaster System. Requests for replacement apparel shall not be unreasonably denied. All rules and regulations governing the procurement and use of uniforms and equipment are subject to periodic review and

modification by the Employer. Employees shall not be required to turn in used uniform apparel until replacement items are available.

Section 2 -Detectives

The Employer shall provide an annual clothing allowance of six hundred dollars (\$600.00) to detectives. Said clothing allowance is to be paid each fiscal year by means of a separate check.

ARTICLE XXVIII - EDUCATIONAL INCENTIVE

Subject to the availability of funding in the approved Village budget, the Employer will reimburse officers for courses, seminars and programs constituting the officer's training or educational program that are work-related in nature. Each officer is eligible to receive up to \$2,000 annually for tuition and books. Coursework subject to reimbursement must be pre-approved and the officer must maintain at least a C average in the course.

ARTICLE XXIX - PRINTING AND SUPPLYING AGREEMENT

This Agreement shall be printed and supplied to each officer by the Employer within two (2) weeks of ratification, at no cost to the officer or Council. The Employer shall provide ten (10) additional copies to the Council.

ARTICLE XXX - ABSENTEEISM

Section 1 -Call-In Obligation

Officers unable to work for any reason, except for emergencies, must notify the Shift Commander at the earliest possible time, but not less than one (1) hour before scheduled duty time. Failure to provide timely notice on each such day may be considered a leave of absence without pay for that full day. This requirement does not apply to vacation, holidays and regular days off. This provision shall not be interpreted as condoning repeated absences from work on the part of any officer.

Section 2 -Excessive Absenteeism

The Village intends to enforce a policy against excessive absenteeism. Excessive absenteeism or the wrongful use of sick leave shall result in the imposition of discipline.

Section 3 -Proof of Illness

The Employer may require an officer to produce a medical certificate upon his/her return to work after any absence of three (3) or more days that is due to illness or other physical incapacity. The medical certificate shall state the medical reasons for the absence in question; and, further, it shall affirm the officer's current ability to fully perform the duties of his/her position.

ARTICLE XXXI - SUSPENSION, DISCIPLINE AND DISCHARGE

No officer, other than a probationary officer, shall be disciplined or discharged without just cause. Any such actions must be in compliance with Illinois Compiled Statutes, 50 ILCS 725/1 and other rights as guaranteed by State or Federal Law.

ARTICLE XXXII - SHIFT EXCHANGE

With the permission of the Police Chief or his designee, and upon twenty-four (24) hours advance notice, officers may exchange daily shifts when such schedule change does not in any manner interfere with the overall operation of the Police Department.

In addition to the above general guidelines, requests for shift exchanges and grants thereof shall be in accordance with the following:

1. Each officer may participate in up to four (4) occurrences of shift exchanges in any 30-day period. Each such shift exchange occurrence may be for either a full shift (eight (8) hours) or a half shift (four (4) hours), at the employees' election
2. The second part of any shift exchange must be scheduled, and occur, not later than thirty (30) days after the first part.

3. Officers who are working a shift in exchange for another officer pursuant to this Article shall not have such hours worked counted for purposes of calculating overtime, and the sole compensation for such hours worked shall be in the form of paid time off from the officer's regular shift which results from the second officer's working of the traded shift. The Union expressly agrees that shift exchanges shall be "cost-neutral", i.e., that no additional compensation or overtime shall accrue to any officer as a result of a shift exchange.
4. Both officers involved in the shift exchange must execute, in advance, a shift exchange request form which shall include: (a) the officers involved in the exchange of shifts; (b) the dates/shifts implicated in the exchange; (c) that the officers involved are voluntarily agreeing to exchange shifts; (d) that the officers involved knowingly and voluntarily waive any claim to compensation and/or overtime which might otherwise arise from working a traded shift.
5. The Union expressly acknowledges that nothing contained in this Article shall diminish the Chief of Police's contractual authority to deny requests for shift exchanges, in the event that the Chief, in his discretion, determines that the grant of such requests could interfere with the operation of the Police Department.

The exchange of a shift cycle between officers may be permitted by the Chief in extraordinary, limited circumstances, when such schedule change does not in any manner interfere with the overall operation of the Police Department.

ARTICLE XXXIII - WAGE RATES

POLICE OFFICERS

<u>Pay Steps</u>	<u>Wage Rates</u>		
	4.00%	3.50%	3.00%
	5/1/2024	5/1/2025	5/1/2026
Start	78,000	80,730	83,152
1 year	81,952	84,820	87,365
2 year	86,112	89,126	91,800
3 year	90,480	93,647	96,456
4 year	95,160	98,491	101,445
5 year	99,840	103,334	106,434
6 year	104,936	108,609	111,867
7 year	110,346	114,208	117,634

An additional 2% added to top rate (7 year) for 5/1/2024, with the 4%, totals 6%.

Upon ratification of this Agreement the rate of pay for positions in the Village of LaGrange Park Police Department covered by this Agreement, paid in bi-weekly installments, shall be as designated in the above table of pay.

Salary adjustment within established ranges shall not be automatic but shall be dependent upon each officer’s favorable completion of the annual performance review process measuring his/her ability, performance, attitude, willingness and cooperation. An employee placed in the top Pay Step may not be removed from that Step due to poor performance.

All employees’ performance and salaries will be reviewed annually by the Village Manager and his department heads. This review will be made on or before the employee’s employment, or anniversary date.

ARTICLE XXXIV - IMPASSE RESOLUTION

The resolution of any bargaining impasse over mandatory bargaining topics shall be in accordance with the Illinois Public Labor Relations Act (5 ILCS 3/5/1 *et seq.*), or as it may otherwise be mutually agreed.

ARTICLE XXXV - DURATION

Upon ratification this Agreement shall be in effect from the 1st day of May, 2024, through the 30th day of April 2027, and from year to year thereafter unless written notice is given by either party to the other not less than ninety (90) days nor more than one hundred twenty (120) days prior to April 30, 2024, or the same date of any subsequent year, requesting that this Agreement be amended.

[SIGNATURE PAGE TO FOLLOW]

Signed and entered into this 9th day of April, 2024.

**FRATERNAL ORDER OF POLICE
LABOR COUNCIL**

Barbara Stenper 4/14/24
Council Representative

[Signature]
Bargaining Team Member

[Signature]
Bargaining Team Member

[Signature]
Bargaining Team Member

VILLAGE OF LAGRANGE PARK

[Signature]
President

[Signature]
Village Manager

[Signature]
Chief of Police