

APPENDIX "C"

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
VILLAGE OF FREEBURG, ILLINOIS
AND THE
POLICEMEN'S BENEVOLENT LABOR COMMITTEE**

APRIL 1, 2014 THROUGH MARCH 31, 2018

PREAMBLE

This Agreement is entered into by and between the Village of Freeburg, Illinois (herein referred to as the "Employer") and the Policemen's Benevolent Labor Committee (herein referred to as the "Union").

It is the intent and purpose of the parties to this Agreement to set forth herein their entire agreement covering rates of pay, wages, hours of employment, and other conditions of employment; to achieve and maintain harmonious relations between the Employer and the Union; and to provide for the prompt and fair settlement of grievances without any interruption of, or other interference with, the operation of the Village of Freeburg Police Department.

In consideration of the mutual promises, covenants and obligations contained herein, the parties hereto, by their duly authorized representative and/or agent do mutually covenant and agree as follows.

ARTICLE I – RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of establishing rates of pay, wages, hours of employment, and other conditions of employment of all officers in the bargaining unit. The bargaining unit shall include: all full-time patrol/police officers of the rank of Sergeant and below employed by the Village of Freeburg, Illinois.

All other positions shall be EXCLUDED from the above-described bargaining unit as well as any others excluded by the Illinois Public Labor Relations Act, 1984; as amended.

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

ARTICLE II – MANAGEMENT RIGHTS

Section 2. The Union recognizes that the Employer possesses the sole and exclusive right to operate and direct all of the officers of the Police Department, in all aspects, including but not limited to, all rights and authority granted by law. The Employer reserves the right to direct, manage and control the affairs of the Employer and its employees, except to the extent that this Agreement expressly provides to the contrary and may exercise them without prior consulting with the Union.

Management rights include, but are not limited to, the right:

- (A) To maintain executive management and administrative control of the Police Department and its properties and facilities and the staff,
- (B) To plan, direct, control, assign and determine the operations or services to be conducted by officers of the Police Department;
- (C) To determine the methods, processes, means, job classifications and number of personnel by which the Police Department operations are to be conducted;

- (D) To select, hire, promote, schedule, train, transfer, assign and evaluate work, of bargaining unit officers provided, however, Employer shall not use transfer as a form of punishment;
- (E) To direct and supervise the entire working force of the Department, including the establishment of work standards;
- (F) To demote, suspend, discipline, or discharge officers for just cause and to discipline or terminate probationary officers with or without just cause;
- (G) To make, add, delete, alter, and enforce procedures, rules and regulations subject to the terms of this Agreement;
- (H) To introduce new or improved methods, equipment or facilities;
- (I) To contract out for goods and services provided that such subcontracting does not cause layoff or reduction of work hours for bargaining unit employees.

The Employer has the sole authority to determine the purpose and mission of the Employer's Police Department and the amount of budget to be adopted thereto. Should the Employer fail to exercise any of its rights, or exercise them in a particular way, it shall not be deemed to have waived such rights or to be precluded from exercising them in some other way in the future. This Article, and any of the provisions in this Agreement relating to Management Rights is solely intended to supplement the rights of management as set forth in the Illinois Compiled Statutes and their inclusion does not constitute bargaining about any of the rights protected by the Illinois Compiled Statutes and is not a waiver of the Village's right to refuse to bargain any or all of the rights contained therein.

Section 2 – Other Employment. Secondary employment may be granted by the Chief subject to the following:

- (A) The officer will not wear the Department uniform or represent the Department in any way.
- (B) The officer will not exercise general police powers.
- (C) The officer will not work in any establishment or engage in outside employment which would create a conflict of interest, an impression of impropriety or bring discredit to the Department. Examples of such establishments/employment include, but are not limited to: establishments/employment which involved (1) the sale of alcohol as the primary business; (2) the sale or purveying of pornographic materials; (3) gun sales as the primary business; or (4) topless and/or nude dancers.
- (D) The officer will not use City resources, time or equipment.
- (E) The officer may work as a security officer, guard or on a security detail for a secondary employer if the secondary employer signs an indemnification agreement agreeing to indemnify the City for the cost and attorney fees incurred defending any employment-related litigation and/or damages, including workers' compensation, resulting from such secondary employment.

Should the Employer reasonably determine that an officer's outside employment does not conform to the requirements set forth in this Section, the Employer may order the employee to terminate the outside employment, subject to reasonable notice, with an explanation to the order.

Section 3 – Civil Emergency Conditions. If, at the sole discretion of the Employer, it is determined that extreme civil emergency conditions exist, including but not limited to riots, civil disorders, tornado conditions, floods, or other similar catastrophes, upon oral notice to a Union representative at a practical time, the provisions of this Agreement may be suspended by the Employer during the time of the emergency, provided wage rates and all economic benefits shall not be suspended and that the provisions of this Section shall neither limit an employee's right to invoke the grievance procedure in a timely manner after the cessation of the emergency, nor limit the protections granted by Article XVII Section 1 (Internal Investigation) and Article XVII Section 3 (Indemnification) of this Agreement. It is agreed that the processing of any grievance occurring during this emergency shall be delayed until a time when the emergency conditions no longer hamper normal business activity.

ARTICLE III - NO STRIKE

Section 1 – No Strike Commitment. During the term of this Agreement, neither the Union nor its agents nor any employee covered by the terms of this Agreement, for any reason, will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, unauthorized absence, unlawful picketing, "work to rule" action, strike, refusal to cross a picket line while on duty, nor any other intentional interference with the operations, statutory functions or obligations of the Employer.

Section 2 – Resumption of Operations. In the event of action prohibited by Section 1 above, the Union immediately shall disavow such action and request the officers to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 3 – Union Liability. Upon the failure of the Union to comply with the provisions of Section 2 above, any agent or official of the Union who is an officer covered by this Agreement shall be subject to the provisions of Section 4, below.

Section 4 – Discipline of Strikers. Any officer who violates the provisions of Section 1 of this Article shall be subject to immediate discipline including but not limited to immediate discharge. Any action taken by the Employer against any officer who participates in action prohibited by Section 1 above, shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, except that the issue of whether an officer in fact participated in a prohibited action shall be subject to the grievance procedure.

ARTICLE IV – NONDISCRIMINATION

Section 1. Neither the Employer nor the Union shall discriminate against any officer covered by this Agreement in a manner which would violate any applicable laws.

ARTICLE V – GRIEVANCE PROCEDURE

Section 1 – Definition. A grievance is defined as a dispute or difference of opinion between an officer or group of officers (with respect to a single common issue) covered by this Agreement, or the Union on behalf of the officer(s), and the Employer with respect to the meaning, interpretation or application of an express provision or provisions of this Agreement as written which involves, as to the grievant, an alleged violation of an express provision of this Agreement. The Union may file a grievance directly at Step 3 if there is no single immediate supervisor or division administrator common to all the officers affected by the grievance.

Nothing contained herein will be construed as limiting the right of any officer having a grievance to discuss the matter informally with any appropriate supervisor, and having the grievance adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms and meaning of this Agreement. In such instances, the employee shall explain orally the situation and problem to the Chief of Police. The Chief of Police will reach a decision and communicate it orally to the employee within **five (5) workdays** after being informed of the situation giving rise to the grievance.

Section 2 – General Rules.

(A) Unless a grievance is filed in a timely manner, it shall be deemed waived. Unless a grievance decision is appealed within the designated time limits, it shall be deemed resolved at the last response.

(B) Any and all grievances must be filed in writing on a form identical to that attached hereto as Exhibit "A". All appeals and responses to the grievance shall be recorded thereupon and/or made with attachments thereto.

(C) Time limits may be extended by agreement of the parties at the respective step in the procedure. However, such extensions shall be to a date certain.

(D) In the event of a complaint which may give rise to a grievance, the employee shall first complete his assigned work task and complain later.

(E) When a grievance is filed, it shall name the employee(s) involved, set forth the nature of the grievance, identify the facts upon which it is based and the express provision(s) of the Agreement allegedly violated, state the contention of the officer with respect to said provision(s), indicate the relief requested and be signed and dated by one or more of the officer(s) affected or Union representative.

(F) Non-economic past practices not covered by the terms of this Agreement are extinguished upon the date of its execution; past practices may be used to establish the meaning, interpretation or application of the agreement.

Section 3 – Procedure for Filing Grievances. A grievance shall be processed and resolved in the following manner. Grievances shall not be processed unless filed within the specific time period.

Step 1 – Chief of Police. The grievance shall be filed with the Chief of Police within **five (5) business days** on which the officer worked from the date of the first occurrence which had an application to that officer which gives rise to the complaint. The Chief of Police shall respond to the officer within **five (5) business days** of receipt of the grievance.

Step 2 – Village Administrator. If the grievance is not resolved at Step 1, a written appeal may be filed with the Village Administrator. The appeal shall be filed within **five (5) business days** after receipt of the Step 1 response, or within **five (5) business days** after the Step 1 response was due.

Upon receipt of the properly filed written appeal, the Village Administrator or the administrator's designee shall meet with the officer to review the grievance. The Village Administrator may hold an informal conference with the grievant to obtain additional information. Within **ten (10) business days** of the receipt of the Step 2 appeal, the administrator will render a decision in writing to the officer.

Step 3 - Mediation. If the grievance is not satisfactorily resolved at Step 2, it may, by mutual agreement only, be submitted for mediation within **fifteen (15) business days** after receipt of the Administrators Step 2 response, or within **fifteen (15) business days** after the Step 2 response was due. The parties shall jointly submit a written request to the Federal Mediation and Conciliation Service (FMCS) requesting the services of the mediator for grievance mediation. The grievance mediation shall be held at a time and place mutually agreeable to the parties and the mediator in an attempt to satisfactorily settle the grievance in Freeburg, Illinois.

Proceedings before the mediator shall be informal, and he/she will have the right to meet jointly and/or separately with any person or persons at the grievance mediation conference. The mediator shall assist the parties in an attempt to reach voluntary settlement. If the parties reach agreement, it shall be reduced to writing and signed by the parties. Nothing herein shall prevent the Union and the Employer from entering into any settlement that would not set precedent for other grievances.

If the parties choose to use this voluntary process, mediation may be completed at any time by receipt of written notice that one party wishes to terminate this step.

Each party shall bear the expenses and fees of its representatives and witnesses. The parties shall share equally the expenses and fees of the arbitrator, a transcript for the arbitrator and the

court reporter, if any. Unless otherwise agreed, the hearing shall be held in Freeburg, Illinois. The arbitration hearing shall be closed to the public and the press. Each party shall be responsible for the cost of purchasing its own copy of the written transcript.

Step 4 - Arbitration. If the grievance is not resolved as a result of Step 2 or 3, as the case may be, either party may request in writing, within **ten (10) business days** after the mediation is completed, or, if mediation was not agreed to, within **ten (10) business days** after the Step 3 response, or within **ten (10) business days** after the Step 3 response was due, that the grievance be submitted to binding arbitration. The request by the party must be made within **ten (10) business days** of completion of the last appropriate step. In the event a party requests arbitration, the parties shall jointly request that FMCS supply a list of **seven (7) arbitrators**. Nothing herein shall preclude the parties from meeting at any time after the list of arbitrators has been requested and prior to the convening of the hearing in a further attempt to resolve the dispute.

The parties shall contact one another concerning selection of an arbitrator within **ten (10) business days** after receipt of the list from FMCS. However, either party may reject **one (1)** entire list before any selection is indicated by either party. Both the Employer and the Union shall have the right to strike **three (3) names** from the list. Each party shall alternately strike a name from the list, with a coin toss determining who strikes the first name, the other party striking the second name, and so on, until one name is remaining from the list. The person whose name remains unstricken from the list shall be the arbitrator.

Once the arbitrator has been selected, the parties shall jointly notify him/her in writing requesting that a hearing be held at the earliest date(s) upon which the parties can agree. The parties shall attach a copy of this Article and any other relevant portions of this Agreement to the notification sent to the arbitrator. Once an agreed date is appointed, the parties shall jointly arrange for the services of a court reporter for the arbitration hearing, provided the arbitrator requests said services be provided.

Each party shall bear the expenses and fees of its representatives and witnesses. The parties shall share equally the expenses and fees of the arbitrator, a transcript for the arbitrator and the court reporter, if any. Unless otherwise agreed, the hearing shall be held in Freeburg, Illinois. The arbitration hearing shall be closed to the public and the press. Each party shall be responsible for the cost of purchasing its own copy of the written transcript.

Section 4 – Authority of the Arbitrator. The Arbitrator shall have no right to amend, modify, nullify, ignore, add to nor 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 as submitted to him/her by the parties and shall have no authority to make a decision on any issue not so submitted to him/her. The arbitrator shall have the power to determine the issue raised by the grievance as submitted in writing at Step 1. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make decisions contrary to or inconsistent with applicable Federal or State Law. The arbitrator shall submit his or her decision in writing within **thirty (30) days** following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension, thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented, consistent with applicable law. The arbitrator shall have the authority to fashion an award consistent with the requested remedy. A decision rendered consistent with the terms of this Agreement shall be final and binding.

Section 5 – Time Limits. No grievance shall be processed unless it is submitted in a timely manner pursuant to Section 3, Step 1. If a grievance is not presented within the time limits set forth above, it shall be considered waived. 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 Employer's last answer. If the Employer fails to answer a grievance or an appeal thereof within the specified time limits, the officer or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limits in each step may be extended by written agreement of the Employer and the officer or Union representative.

In computing time limits under this Article, the first business day of a time limit shall be the first business day after the date of the occurrence giving rise to the grievance. The last business day of a time limit shall be deemed to end on **5:00 p.m.** on that business day.

For the purposes of this Agreement, "business" day shall be defined as a day on which the Village Hall is open for regular business to the public, Monday through Friday, from the hours of **8:00 a.m. to 5:00 p.m.** local time, excluding holidays, Saturdays and Sundays, as defined in Article VIII Section 1 of this Agreement.

Section 6 – Waiver of Procedure. Any officer who uses this procedure waives all other review procedures that the officer or the Union may possess to review the allegations raised by the grievance. An officer who seeks to process a matter grievable hereunder, under any other procedure waives all rights to review the allegations that may be raised by a grievance filed hereunder. The Union agrees not to process such a grievance under this Agreement beyond the date set for commencement of the arbitration proceeding under Section 3, Step 6. The waiver form to be used is set out as Exhibit "A". The provisions of this Section are applicable only if the grievance is advanced beyond Step 2 of the grievance procedure herein.

Section 7 – Grievance Processing. Reasonable time while on duty shall be permitted a Union Representative for the purpose of assisting an officer in the processing of grievances as set forth in this Article, and such mutually agreed-to time shall be without loss of pay. However, under no circumstances shall the processing of grievances result in overtime compensation to any officer provided, however, that the officer must obtain prior approval from the appropriate supervisor for said time off. Such approval shall not be unreasonably withheld.

Section 8 – Representation. Employer and Union shall at their election have the right to have a representative participate at any step of the grievance procedure.

Section 9 – Expedited Procedure for Suspension and Discharge. Grievances regarding the suspension or discharge of an officer by a vote of the Village Board of Trustees shall be filed in writing at Step 4 of this procedure within **ten (10) business days** of the suspension or discharge.

If the Village Board of Trustees delegates authority to suspend or discharge officers to the Chief of Police in the future, Grievances regarding suspension or discharge by the Chief of Police shall be filed in writing at Step 2 of this procedure within **ten (10) business days** of suspension or discharge. The Village Administrator shall schedule a closed hearing on the grievance within **ten (10) business days** of receipt of the grievance. Only those individuals who are directly involved in the grievance proceeding shall be allowed to attend the hearing. The Village Administrator shall render a decision in writing to the Union within **ten (10) business days** of the hearing. If the grievance is not resolved as a result of Step 2, the grievance will advance to Step 4 of the grievance procedure.

ARTICLE VI – HOURS AND OVERTIME

Section 1 – Work Period. The Employer and the Union agree that the Employer shall retain the right to establish the scheduled work period which will consist of **eighty (80) hours** in a **fourteen (14) day** period Monday through Sunday. The work day shall be defined as no more than **twelve (12) consecutive hours** of work in any **twenty-four (24) hour** period.

The normal work period for officers covered by this Agreement shall be defined as Monday through Sunday beginning at **12:01 a.m.** on a Monday and ending at **12:00 a.m.** the second Sunday thereafter. The normal work period shall consist of **eighty (80) scheduled work hours.**

Overtime compensation shall be given for all hours in excess of the **eighty (80) hours** of work in the **fourteen (14) day** work period, in accordance with the Fair Labor Standards Act.

Nothing contained herein shall be construed as a guarantee of hours of work per day, work period, month or year. This Article is not intended to establish a right to compensation in any form for time not worked except as specifically provided herein.

Section 2 – Overtime. Officers covered by this Agreement shall be compensated at the premium-compensation rate of **one and one-half (1 ½) times** their regular straight-time hourly rate of pay for all authorized hours in excess of **eighty (80) hours** time actually worked in a **fourteen (14) day** work period. The Employer has the exclusive right to determine when and if overtime is needed and the number of officers needed to complete the job. Sick, holiday or other paid or unpaid leaves, in addition to standby time, shall not be included in computing the time worked in a work period for the purpose of overtime payment; however vacation leave shall be included in computing the time worked in a work period for the purpose of overtime payment. Straight-time hourly rate means the base salary paid to an employee divided by **two thousand eighty (2,080) hours.**

Section 3 – Compensatory Time. Management reserves the right to grant compensatory time in lieu of overtime compensation. Management also reserves the right to buy out compensatory time.

Officers covered by this Agreement shall be allowed to accumulate up to **forty (40) hours** of compensatory time, which shall not be subject to the buy-out provisions, unless mutually agreed upon by the officer and the Employer.

Compensatory time will be calculated at the same rate of overtime pay. The maximum accumulation of compensatory time shall be **two hundred forty (240) hours.**

Section 4 – Premium Compensation. For the purposes of this Agreement, "premium compensation" is defined as a rate of compensation in excess of an employee's regular straight-time hourly rate. Premium compensation for overtime work shall be governed by applicable law and pertinent sections of this Agreement, and shall be based on hours actually worked. There shall be no pyramiding of straight-time or premium compensation. "No pyramiding of compensation" means that compensation shall not be paid more than once for the same hours under any provision of this Agreement. Hours compensated under one rate of compensation shall not be compensated under any other rate of compensation.

Section 5 – Use of Compensatory Time. Any employee covered by this Agreement shall not be required to take compensatory time off or to have their shifts modified, unless by mutual agreement, for the sole purpose of preventing overtime payments pursuant to this Agreement. If any officer has accrued compensatory time in excess of **one hundred twenty (120) hours**, then within a **ninety (90) day** period immediately following accrual of the amount in excess of **one hundred twenty (120) hours**, the Employer may request the employee to schedule time off, subject to approval by the Employer, to reduce accumulated compensatory time.

If the employee fails to make a reasonable effort to use the excess compensatory time within said **ninety (90) day** period, then during the next **ninety (90) days**, the Employer shall have the right to schedule the employee to use the compensatory time in excess of **one hundred twenty (120) hours.**

If the Employer exercises its right to schedule an employee off to reduce accrued compensatory time in excess of **one hundred twenty (120) hours**, it shall schedule such time off in increments of full shifts unless otherwise mutually agreed by the Employer and the employee affected.

Section 6 – Call Back/Call Out. A call back is defined as a request by the Employer to report for work or meetings at a time other than the employee's normally scheduled shift. Employees reporting at the time and place specified by the Employer shall be paid a minimum of **two (2) hours** work at **one and one-half (1 ½)** the straight time hourly rate.

Section 7 – Court Time. Employees covered by this Agreement required to attend court or a deposition outside their regularly scheduled work hours for criminal cases or civil cases in which the Village is a party shall be paid at a minimum of **two (2) hours** work at **one and one-half (1 ½)** the straight time hourly rate.

ARTICLE VII – SENIORITY

Section 1 – Definition of Seniority. Seniority shall, for the purpose of this Agreement be defined as an officer's length of continuous service within the Employee's Police Department since his/her last date of hire, less any adjustments due to layoff, approved leaves of absence or any other breaks in continuous service excluding absences caused by duty related injuries.

Section 2 – Computation of Seniority. The computation of seniority shall be subject to the following:

(A) Continuous paid service shall include vacations and military service honorably completed.

(B) In the event an officer accepts a police disability pension which is later terminated and the officer returns to the Department's active service, the officer shall be entitled to the accumulated seniority which existed at the time he/she was placed on disability pension.

Section 3 – Termination of Seniority. Seniority and the employment relationship shall be terminated when an officer:

(A) quits, or
 (B) is discharged, or
 (C) retires or is retired, or
 (D) is laid off and fails to report to work within **fourteen (14) calendar days** after having been recalled. (Provided, further, that the officer must have notified the Department of his/her intention to return within **seven (7) calendar days** after receiving the notice of recall. The Department may at its discretion grant additional time to return to work, or

(E) does not report to work at his/her scheduled time for his/her first scheduled work day after the termination of an authorized leave of absence, unless the employee can demonstrate extenuating circumstances that prevented him/her from returning to the Employer's reasonable satisfaction, or

(F) is absent without notifying the Department in accordance with Employer's procedure, unless the employee can demonstrate extenuating circumstances that prevented him/her to the Employer's reasonable satisfaction.

Section 4 – Seniority List. The Employer shall prepare a list setting forth the present seniority dates for all officers covered by this Agreement which shall become effective on or after the date of execution of this Agreement. Such list shall finally resolve all questions of seniority affecting officers covered under this Agreement or employed at the time the Agreement becomes effective. An officer objecting to his/her numerical placement on the seniority list will forward an objection in writing stating his/her reasons within **fourteen (14) days** of the date of posting. The written objection will be filed with the Chief of Police. If an officer does not file an objection, the list shall stand approved as posted.

Section 5 – Layoffs. Should the Employer find it necessary to lay off officers, it shall be done on the basis of seniority; that is, the person with the least seniority shall be the first to be laid off. Any officer being laid off will receive a written notice at least **thirty (30) working days** prior to its effective date. Probationary employees, temporary employees and part-time employees shall be laid off first. Any employee who has been laid off shall be placed on a recall list and may be recalled, on the basis of

seniority as deemed necessary by the Employer in Employer's sole discretion. The recall list shall be maintained by the Employer for **one (1) year** from the date of a layoff. Upon expiration of the recall list, the Employer has no obligation to recall any person who was laid off. Employer will utilize the recall list prior to seeking any outside applicants.

Section 6 – Probationary Period.

(A) Employees hired before **June 2, 2014**, shall be subject to a **six (6) month** probationary period. A new employee entering the full time employment with the Employer after **June 2, 2014**, shall be subject to a **twelve (12) month** probationary period to permit the employer to determine his ability and fitness to work. The Employer shall have the sole right to determine such suitability during this probationary period. Probationary employees may be discharged for any cause or no cause at all. After having completed the **twelve (12) months**, he/she shall become a regular employee. For the purposes of determining seniority for probationary employees, they shall be added to the seniority list as the date of their employment.

(B) Nothing shall act to prevent any employee during the **twelve (12) month** probationary period of his/her employment from obtaining adjustments of grievances for matters other than discipline and discharge as provided in **Article V**. A probationary employee shall have the right to Union representation in matters concerning discipline and discharge. The Union or probationary employee may request a meeting with the Employer to discuss discipline and discharge of a probationary employee, provided that Employer shall have no obligation to grant such a request.

(C) The provisions of this Section will not apply to employees expressly employed on a temporary basis.

ARTICLE VIII – HOLIDAYS

Section 1 – Number of Holidays. The following shall be considered holidays for eligible regular full-time officers:

New Year's Day	Independence Day
Labor Day	Christmas Eve Day
Veteran's Day	Christmas Day
Thanksgiving Day	Floating Holiday
Thanksgiving Friday	President's Day
Memorial Day	Employee's Birthday
Good Friday	Martin Luther King Day

Dates of observance of holidays listed above shall be designated annually by the Board of Trustees of the Village of Freeburg, Illinois.

Section 2 – Holiday Pay Credit.

(A) **Worked Holiday.** An eligible officer scheduled to work on an observed holiday shall be paid in the following manner:

- (1) Straight-time pay for the full day which shall be either **eight (8) hours** or **twelve (12) hours** depending on the officer's normally scheduled shift for that day,
- (2) Holiday pay at the rate of **one and one-half (1 ½) times** the officer's normal hourly rate for all hours actually worked.

Any eligible officer who is called in from a previously approved day off to work on a holiday shall receive compensatory time equivalent to the amount of time actually worked on the holiday in addition to the holiday pay set forth above.

(B) **Unworked Holiday.** An eligible officer who is not scheduled to work on an observed holiday will be compensated at the regular straight-time rate for **ten (10) hours**.

(C) **Holiday Scheduling.** Employer reserves the right to schedule any officer off on a holiday(s). However, if an officer is scheduled off on a holiday when his/her normal schedule would

have required him/her to work the holiday, one of the following two provisions will apply: 1) if an officer is scheduled off with **seventy-two (72)** or more hours advance notice of the holiday notice, the officer will receive straight-time compensation for the amount of hours he/she would have been scheduled to work on the holiday; or 2) if less than **seventy-two (72) hours** advance notice is given, the officer will receive straight-time compensation for the amount of hours he/she would have been schedule to work on the holiday, plus **twenty-five percent (25%)** of that same number of hours (for example: if less than **seventy-two (72) hours'** notice is given, officer who was scheduled to work a **twelve (12) hour** shift will receive **fifteen (15) hours** compensation; if scheduled to work a **ten (10) hour** shift, officer will receive **twelve and one-half (12.5) hours** compensation; if scheduled to work an **eight (8) hour** shift, officer will receive **ten (10) hours** compensation; etc.)

Section 3 – Eligibility. In order for an officer to be "eligible", as that term is used in this Article, for holiday pay credit, the officer must work his/her last scheduled day before and first scheduled day after the holiday, unless the officer was unable to work the last scheduled day before and/or the first scheduled day after the holiday due to illness or injury and the officer provides the Employer with a doctor's note verifying an inability to work due to illness or injury. The use of pre-approved compensatory time off before and after the holiday shall not affect eligibility.

Section 4 – Holiday During Prior Approved Leave. In the event a holiday occurs when an officer is on prior approved leave, such holiday shall be credited to the officer at the regular straight-time rate for **ten (10) hours**.

ARTICLE IX – VACATION

Section 1 - Eligibility. All regular, full-time officers shall earn vacation time. Officers shall be eligible to take paid vacation after **one (1) year's** continuous employment with the Employer.

The established vacation year, for purposes of employees' vacation shall be their anniversary year. Vacations are accrued or earned based upon the employee's length of service and on the time worked during the preceding anniversary year. In addition, vacations are not cumulative and must be taken in the vacation year immediately following the year in which they are accrued unless otherwise agreed to by the Employer.

No officer shall be eligible to receive any benefits under this Article if he/she quits or resigns from the employment of the Employer without giving **two (2) weeks'** notice in writing of his/her intention to resign. If a **two (2) week** notice is not given by the officer to the Employer, then the vacation time which would have been awarded to the officer for his/her current year of employment, during which he/she quits or resigns, shall be forfeited by the officer.

If an officer gives **two (2) weeks'** notice of his/her intention to resign, he/she will receive vacation credit prorated for that portion of the year of employment which he/she worked (e.g., if an officer would have earned **eighty (80) hours** of vacation leave during a year in which he/she resigns, and works **one-half (1/2)** of the year of employment before giving his/her **two (2) weeks'** notice, he/she will receive **forty (40) hours** of vacation leave compensation).

Section 2 - Accrual. Eligible officers shall earn vacation time in accordance with the following schedule:

- (A) Each employees with **one (1) year** of active service completed from the date of hire: **forty (40) hours** per year;
- (B) Each employee with **two (2) years** of accredited service but less than **nine (9) years** of accredited service from the time of his employment: **eighty (80) hours** per year;
- (C) Each employee with **nine (9) years** or more of accredited service from the time of his employment but less than **eighteen (18) years** of accredited service from the time of his employment: **one hundred twenty (120) hours** per year;

(D) Each employee with at least **eighteen (18) years** of accredited service from the date of hire: **one hundred sixty (160) hours** per year. For each additional year of accredited service over **eighteen (18) years: eight (8) additional hours** with a maximum total of **two hundred forty (240) hours** per year.

Section 3 – Vacation Scheduling. On or before **December 1** of each year, the Employer shall post a vacation sign-up sheet for the Police Department. Officers shall select vacation leave to be taken during the upcoming calendar year. All vacation requests are subject to approval of the Police Chief. The number of officers permitted off duty at any time shall be determined by the Police Chief. During the first **thirty (30) calendar days** the sign-up sheet is posted, seniority, as defined in Section 1 of Article VII, shall be used to determine who is entitled to a particular period of leave. After said **thirty (30) day** period, vacations shall be scheduled on a first-come, first-served basis, and seniority shall not be used to determine who is entitled to a particular period for vacation leave.

Section 4 – Miscellaneous.

- (A) Vacation time shall not be taken in advance of actually earning it.
- (B) Vacation pay for employees shall consist of the Employee's regular rate of pay for the vacation period and will be on its regularly scheduled payday.
- (C) If a paid holiday falls within an Employee's vacation period, an additional day of vacation shall be granted. This additional time may be taken at the beginning or end of the Employee's vacation period or at other times during the vacation year subject to the Chief of Police or his designee's approval. No allowance will be made for sickness or other compensable type of absence occurring during a scheduled vacation period.
- (D) In the event an Employee is called back from vacation because of a Village emergency, the Employee shall be paid vacation time plus time and one-half for the hours worked while on a scheduled vacation.

ARTICLE X – SICK LEAVE

Section 1 - Sick Leave Accrual. All regular, full-time employees will earn sick leave at the rate of **eight (8) hours** per month. The sick leave can be carried forward to succeeding years, but not to exceed **one thousand nine hundred twenty (1,920) hours** at the beginning of any calendar year. On **January 1st** of the year an employee celebrates their **fifth (5th) year** employment anniversary, and all years thereafter, employees shall be granted **ninety-six (96) hours** of sick leave annually, subject to the maximum carry over allowed. Each **January 1**, every employee will be notified by the Employer as to the total of accumulated sick leave the employee has.

Section 2 - Eligibility.

- (A) Sick leave may be used when it has been accrued. Sick leave benefits may be used for an employee's illness, injury, or other medical needs or those of an immediate family member. Immediate family being defined as grandfather, father, father-in-law, stepfather, grandmother, mother, mother-in-law, stepmother, brother, sister, husband, wife, son, son-in-law, daughter, daughter-in-law, stepchildren, grandchildren, step grandchildren, foster children or foster parent.
- (B) If an employee has received sick leave contrary to the provisions of this Agreement, or through any misrepresentation made by the employee or others on the employee's behalf, he/she may be subject to discipline, up to and including discharge.

Section 3 – Use.

- (A) Sick leave shall be used in minimum increments of **one (1) hour**.
- (B) Officers will only be required to use a maximum of **eight (8) hours** of sick leave when sick leave is used for an entire shift. For example, if an officer is unable to work a regularly scheduled **twelve (12) hour** shift due to illness, the officer shall have **eight (8) hours** of sick leave deducted from his/her accumulated sick leave and shall receive compensation as if the entire **twelve (12) hour** shift was worked.

(C) Upon execution of this Agreement, all accumulated sick leave shall be converted from days to hours on the basis of **one (1) sick day** equaling **eight (8) hours** of sick leave.

(D) For the purposes of IMRF service credit, **eight (8) hours** of sick leave shall equal **one (1) sick day**.

Section 4 – Notification. Officers shall notify their immediate supervisor, or designate, at least **two (2) hours** prior to the officer's work shift, if the officer is taking sick time or as soon as practicable in the event the officer is unable to give **two (2) hours'** notice. The officer shall also state the nature of the illness or injury, the location of confinement and the telephone number where he/she can be reached. Officers must also report if the scheduled tour of duty is immediately before or after a scheduled day off, and whether the absence is claimed to be from a previous injury sustained while on duty. Failure to notify the immediate supervisor, or designee, will result in the day off without pay. Officers must provide notice of their inability to work on a daily basis.

Any officer absent in excess of **two (2) full time working days** because of illness or any absence due to an injury whether job related or not job related, shall furnish his attending physician's certification that absence from work was required and shall furnish his attending physician's approval to return to work.

Section 5 – Ill at Work. Officers becoming ill at work shall immediately notify their duty supervisor or the Chief of Police. The duty supervisor or Chief of Police may require the officer to be transported to a hospital for examination by a physician or surgeon, for which the Employer shall pay the costs for said exam. However, any further treatment necessary pursuant to said examination shall be subject to the officer's hospitalization insurance.

In all cases of hospital referral by the Employer, no officer shall be released from duty until he/she is so examined, unless his/her tour of duty has ended. Officers will not be subject to disciplinary action for leaving the hospital at the end of their tour of duty.

If an officer who is scheduled to work a **twelve (12) hour** or **eight (8) hour** shift becomes ill while at work after working **two (2)** or more hours and is sent home or relieved of duty, the officer shall be credited with **four (4) hours** of service. If an officer becomes ill while at work after working **five (5)** or more hours and is sent home or relieved of duty, the officer shall be credited with **eight (8) hours** of service. If an officer who is scheduled to work a **twelve (12) hour** shift becomes ill while at work after working **eight (8)** or more hours and is sent home or relieved of duty, the officer shall be credited with **twelve (12) hours** of service.

Section 6 – Verification of Sick Leave by a Physician. Upon reasonable suspicion of sick leave abuse, written physician's statements may be required from all officers for use of sick leave if requested by the Chief of Police or, in his absence, the immediate supervisor or other designee of the Chief of Police.

Section 7 – Light Duty. Officers that are off duty due to a non-duty related illness are eligible for light duty at the Employer's sole discretion. An officer with permission of the Chief of Police, and with a physician's statement, may return to work on a "light-duty" status for a period not to exceed **fifteen (15) scheduled shifts**.

Section 8 – Extended – Illness/Recovery with No Accumulated Sick Time. If an officer exhausts all accumulated sick leave time and requests sick leave due to an extended illness or recovery from a non-duty related injury, permission may be granted by the Chief of Police for the officer to use other accumulated time for sick leave. Permission to use other accumulated time (i.e., vacation, holiday or compensatory time) must be requested by the employee at least **forty-eight (48) hours** in advance, and is subject to the approval of the Chief of Police. Approval shall not be unreasonably denied.

For the purposes of this Agreement, extended illness or recovery shall be defined as one that requires **one (1) calendar month** or longer for recovery. Should an officer request sick leave time in excess of

that accumulated by him/her, the Employer may require the officer to be examined by a physician designated by the Employer at the Employer's cost.

If a **forty-eight (48) hour** advance request is not made, or if the officer has no accumulated compensatory time, holiday time or vacation leave, time off taken by the employee due to illness or recovery from injury shall not be compensated for by the Employer. In addition, no vacation, sick leave, holiday or other benefits shall be credited to the officer during such extended illness or recovery. Officers that are off duty due to an illness, injury or other circumstances for a period of **eighteen (18) months** or more shall have all benefits terminated and the Employer shall have no obligation to continue paying benefit premiums.

Section 9 – On-Duty Injury. Officers injured while on duty are covered by applicable provisions of Illinois law. Officers injured while on duty shall file a Report of the circumstances surrounding the injury with the Chief of Police.

Section 10 – Sick Leave Taken in Excess of That Accumulated. If any officer knowingly takes sick leave in excess of that accumulated by him/her and is inadvertently compensated by the Employer for said leave, then the Employer shall have the right to deduct an amount equal to the amount of compensation awarded erroneously from any future compensation due the employee. If any officer knowingly takes sick leave in excess of that accumulated by him/her, the officer may be subject to discipline.

The criteria used for determining whether an officer has "knowingly" taken sick leave excess of that accumulated by him/her shall depend only upon whether or not the Employer has posted accrued sick leave time for each officer on their paycheck. When the Employer has met its obligation to post said leave, then the criteria for establishing that an officer knowingly has taken such leave in excess of that accumulated by him/her has been met.

ARTICLE XI – LEAVE OF ABSENCE

Section 1. The Employer may grant a leave of absence without pay to officers for a period not to exceed **six (6) months**, and such leaves may be extended for good cause for additional **six (6) month** period with the approval of the Employer. A written request must be submitted to include a statement of the officer's intended use of the leave and the date he/she shall return from leave. The Chief of Police must obtain the approval of the Board of Trustees prior to granting an unpaid leave of absence.

Section 2. During a leave of absence and subject to the provisions of the Public Employee Disability Act, **5 ILCS 345/1**, no vacation, sick leave, holiday or other benefits shall accrue. Further, no seniority shall accrue during a leave of absence of **one (1) month** or longer. Compensation of benefits for accrued vacation or sick leave will not be granted during a leave of absence. The Employer may require substantiation of any leave of absence or any request for a leave of absence.

Section 3 – Funeral Leaves. In the event of a death of a member of the employee's immediate family (father, father-in-law, stepfather, mother, mother-in-law, stepmother, brother, sister, husband, wife, son, son-in-law, daughter, daughter-in-law, stepchildren, foster children or foster parent) a leave of absence will be granted to the employee with pay from the day of death through the day of the funeral provided the Employee attends the funeral and if requested furnishes proof of attendance, but at no time will this be more than **three (3) days**. The rate of pay shall be the base rate. The Employee shall be granted a **one (1) day** leave of absence with pay for the death of a grandparent or an employee's spouse's grandparent.

Section 4 – Jury Duty Leave. Employees required to serve jury duty will receive their regular pay minus the amount of money earned while serving on such jury duty. The amount paid by the Village shall

be determined by the Village Administrator. Employees must provide proof of compensation for jury duty to the Village Administrator.

Section 5 – Personal Day. Each full-time officer of the Police Department shall receive **one (1) personal day** per year provided the employee has not taken more than **three (3) sick days** during the preceding year. Personal days cannot be carried over from one year to the next.

Section 6 – Military Leave. Except as otherwise provided herein, any employee covered by the terms of this Agreement who is a member or if he becomes a member of the reserve force of the Armed Forces of the United States, of the State of Illinois, and he is ordered or is required by the appropriate authorities or reserve duty status to attend training programs, reserve duty, recalled to active duty, or perform assigned duties, shall be granted a leave of absence without loss of pay (determined as the difference between military pay and the employee’s regular pay) for the period of activity and shall suffer no loss of seniority rights.

ARTICLE XII – WAGES

Section 1 – Base Wage Rates. The base schedule for all employees covered by this Agreement shall be as follows:

The following revisions to the salary schedule are agreed to:

- 2.5% pay raise effective April 1, 2014
- 2.5% pay raise effective April 1, 2015
- 2.5% pay raise effective April 1, 2016
- 2.5% pay raise effective April 1, 2017

For the term of this contract, the sergeant’s salary shall be set at **Three Thousand Dollars (\$3,000.00)** per year above the annual salary for Patrolmen. Based on the above, the following salary schedule is agreed to:

2014-2015	Probationary	\$42,335.70
	Patrolman	\$47,550.70
	Sergeant	\$50,550.70
2015-2016	Probationary	\$43,394.09
	Patrolman	\$48,739.47
	Sergeant	\$51,739.47
2016-2017	Probationary	\$44,478.94
	Patrolman	\$49,957.95
	Sergeant	\$52,957.95
2017-2018	Probationary	\$45,590.92
	Patrolman	\$51,206.90
	Sergeant	\$54,206.90

Section 2 – Longevity Pay. In addition to the base wages set forth in Section 1 longevity pay shall be paid to those employees qualified for the same on the basis of years of continuance employment, including an employee’s probationary period. Longevity pay will be based upon the employee’s start date. Longevity pay will be paid on a prorated basis with the total amount of longevity pay earned divided by the number of pay periods in the calendar year and the quotient added to each qualified employee’s paycheck for that year.

Longevity Pay Schedule

<u>After Completion of Years</u>	<u>Amount</u>
5-9	\$800
10-14	\$1,300
15-20	\$1,800

Section 3 – Education Incentive. Officers covered by this Agreement shall receive incentive pay for advanced degrees which have been awarded to an officer, and reported by the officer to the Chief of Police, by **January 1st** of each year, according to the following schedule:

Associate’s Degree:	\$300/yr
Bachelor’s Degree:	\$400/yr
Master’s Degree:	\$550/yr

These degrees must be in a law-enforcement-related field and must be approved by the Chief of Police in order for education incentive pay to be awarded which approval shall not be unreasonably withheld.

Education incentive pay will be paid on a prorated basis, with the total amount of education incentive pay earned divided by the number of pay periods in a calendar year and the quotient added to each paycheck for the year.

Education incentive pay shall be considered bonus pay and will not be calculated into base pay.

Section 4 – Tuition Reimbursement. The Employer shall pay the cost of tuition on a prorated basis for accredited law enforcement courses, provided the officer receives at least a “C” or better, and further provided the course is required in the pursuit of an Associate’s, Bachelor’s or Master’s Degree in law enforcement or a law enforcement related field. The following shall also apply:

(A) The reimbursement shall be prorated as follows:

<u>Grade</u>	<u>Reimbursement Percentage</u>
A	100%
B	90%
C	70%
D-F	0%

(B) No reimbursement will be made in cases where any Federal, State or local agency or subdivision underwrites the cost.

(C) Enrollment in Associate’s Degree Programs shall be limited to Belleville Area College, a/k/a Southwestern Illinois College, unless otherwise authorized by the Chief of Police in advance such authorization shall not be unreasonably withheld.

(D) Reimbursement shall be made at the end of the semester and the receipt of final grades in which the costs are incurred, provided the officer is still in the employ of the Village of Freeburg.

(E) The employee shall be responsible for repayment of educational or training course benefits reimbursements if he leaves the Village either voluntarily or involuntarily within **three (3) years** of receipt of the benefits. Repayment shall be prorated at **one hundred percent (100%)** (1st year), **seventy-five percent (75%)** (2nd year) and **fifty percent (50%)** (3rd year).

Section 5 – Reimbursement for Travel Expenses. Whenever employees are required by the Employer to travel, employees shall be reimbursed for meals and incidental expenses on a per diem basis pursuant to the guidelines published by the U.S. General Services Administration: www.gsa.gov/perdiem.

Section 6 – On Call Pay for Officer in Charge.

(A) The officer on call as the designated command authority when the Chief of Police is absent and unavailable (the Officer in Charge) shall be compensated for this by a daily stipend of **Thirty-Five Dollars (\$35.00)**.

(B) "On Call" shall be defined as:

- (1) The Officer being immediately available at all times by telephone for command and/or administrative consultation or decision; and
- (2) The Officer being available to respond to Freeburg Police Department in person whenever needed, in a fit for duty condition; and
- (3) The Officer shall review the performance of the Freeburg Police Department during the Officer's regular work hours, or whenever needed, which shall include, but not be limited to: Reviewing reports, reviewing mail or other documents, briefing the Mayor or other members of the Board of Trustees on exigent matters, responding to citizen's requests and/or complaints that require immediate command and/or administrative attention, or any other administrative duties the Chief performed if needed.

(C) All provisions of this Agreement regarding overtime and/or comp time accrual, as provided for in Article VI, shall apply to work performed by the on call Officer in Charge outside of the Officer's regular working hours.

(D) The Employer shall utilize an on call Officer in Charge whenever the Chief of Police is unavailable to respond to Village emergencies (due to travel, hospitalization, etc.), unless the Village reinstates intermediate supervisor(s) in the command structure between patrol officers and the Chief of Police.

(E) The Employer shall have the sole discretion in determining who the on call Officer in Charge shall be.

ARTICLE XIII – CLOTHING AND EQUIPMENT/MAINTENANCE ALLOWANCES

Section 1 – Allowances. All employees covered by this Agreement shall receive a yearly clothing-maintenance allowance of **Six Hundred Fifty Dollars (\$650.00)**. Such allowance is to be used for the purchase and upkeep of uniforms and accessories required for duty as prescribed by the Chief of Police or his designee. Such allowance shall be in addition to any standard issue of equipment and uniforms except for the first year.

Each officer shall be responsible or maintaining his/her uniforms and accessories in a proper manner so as to maintain a complete uniform at all times and to report to work with uniforms being clean and neat in appearance.

Clothing or clothing-maintenance allowance will be paid as costs are incurred and submitted for approval to the Chief of Police. The Employer shall provide an initial issue of required clothing and equipment as set forth herein in lieu of the clothing and equipment allowance for the first year. The clothing and equipment allowance does not accumulate and any balance of the clothing and equipment allowance shall not be carried over to the next year.

Section 2 – Equipment Replacement. The Employer agrees to repair or replace as necessary an officer's eye glasses, contact lenses, prescription sun glasses, watches (up to a value of **One Hundred Fifty Dollars (\$150.00)**), and other items of personal equipment, if such are damaged or broken, if during the course of an officer's duties the officer is required to exert physical force or is attacked by another person or is performing inspections or investigations. Incident is to be documented with immediate supervisor. In no event is the Employer required to pay more than **Five Hundred Dollars (\$500.00)** per incident.

Section 3 – Uniform Issuance. All employees shall be supplied with the items of clothing and accessories listed herein.

One Pair Work Boots or Shoes	One Protective Vest w/Carrier
One Raincoat	Two Sets of Handcuffs
One Holster	One Double Magazine Pouch
Ammunition	Two Handcuff Holders or One Double
Three 511 short sleeve shirts	Three Wind Shirts/or Sweaters
Three Pairs Pants (511 Tactical)	Five Mock Turtleneck
One Winter Coat	Two Nameplates
One Pair Pants (Class A)	One Long Sleeve Shirt (Class A)
One Duty Belt	One Underbelt
Beltkeepers as needed	One Tie
One Ball Cap	Two Badges
Flashlight Holder	Badge ID Case
Hat w/Badge & Cover	One Radio Holder
One Wind Breaker	One Taser
One Taser Holster	One O/C Spray Holster
One O/C Spray	Reflective Vest
ASP Straight Baton	

Section 4 – Ballistic Vests. The Employer shall provide **one (1) ballistic vest** to each employee. Employees are required to wear a ballistic vest during on duty hours. Ballistic vests shall be replaced per the manufacturer's recommendations. The Employer shall be responsible for the cost of replacing a ballistic vest issued to an employee unless the employee willfully caused damage to the vest.

ARTICLE XIV – HEALTH WELFARE AND RETIREMENT PLANS

Section 1 – Health Insurance, Dental, and Vision.

(A) The Employer shall provide a health insurance program, dental program and vision program on the same basis as it provides for all other employees of the Village.

(B) Any changes in benefits that are consistent with Village-wide policies and practices will not be subject to impact bargaining during the term of this Agreement.

Section 2 – Health Insurance Advisory Committee. The Employer agrees to establish a health insurance advisory committee. The purpose of the committee is to identify innovative strategies that will allow the Village to continue to maintain quality health insurance, dental and vision plans, while containing future growth in health plan costs. The committee shall periodically review the ongoing operation of the health insurance, dental and vision plans, investigate ways to improve the health care program, evaluate any proposed cost increases and make effective recommendations for changes to the health care program to the Village Board of Trustees. The powers and duties of the Committee shall be advisory and non-binding upon the Village.

The committee shall be comprised of **two (2) members** selected from each collective bargaining unit group within the Village and **two (2) members** selected from other non-union Village employees. Each member of the committee shall have equal voice and vote regardless of their position with the Village. The employer shall be represented by **two (2) members** of the Village Board of Trustees and the Mayor or designee. The employer representatives shall serve as *ex officio* (non-voting) members of the committee. Employees covered by this Agreement shall be compensated at the appropriate rate of pay for attendance at committee meetings that occur during the employee's regularly scheduled work day.

Section 3 – Increase of Health Plan Costs. If the annual average per employee cost of the Village Health Plan increases above **\$16,225.78**, then the Employer may require each employee to pay up to **fifty percent (50%)** of the average per employee increase above **\$16,225.78**. In the event that the

Health Plan enacted differs from the Plan proposed by a majority of the Health Insurance Advisory Committee, the employees shall only be responsible for up to **fifty percent (50%)** of the increased average per employee cost above **\$16,225.78** of the less expensive of those **two (2) plans**.

Any such employee health plan contributions shall be withheld each pay period in equal installments throughout the year.

For the purposes of this Section, the annual average per employee cost of the Village Health Plan shall be calculated by adding the maximum amount of possible annual reimbursements and the costs of annual insurance premiums for participating full time Village employees (based upon their status of single, couple, or family on that date) divided by the number of participating employees, as of the first day of the policy year. The addition or reduction of the number of full time participating employees or a change in status (single, couple, or family) after the first day of the policy year shall not affect the calculation of the annual average per employee cost of the Village Health Plan for the remainder of the policy year.

Section 4 – Life Insurance. The Employer shall obtain for each employee covered by the terms of the Agreement **Fifteen Thousand Dollars (\$15,000.00)** (current amount) of life insurance, plus not less than **Two Thousand Dollars (\$2,000.00)** of term life insurance for the employee's spouse and dependents.

Section 5 – Retirement Fund. The Employer and Employee shall participate in the Illinois Municipal Retirement Fund (IMRF) System and shall contribute their respective portions to the employee retirement plan as calculated each year by the IMRF. The Employee provides permission for the Employer to deduct portions calculated by the IMRF as a direct payroll deduction. In the event participation in IMRF is terminated as a result of an increase in population, the parties shall participate in any statutorily required pension plan under terms mutually agreed to.

ARTICLE XV – TESTING

Section 1 – Psychological Testing. An employee may only be required to submit to psychological testing when there is just cause to believe that an officer suffers from a psychological condition that interferes with the proper performance of the essential functions of his official duties. Further, the employee shall be considered a "recipient" within the meaning of Illinois statutes and such testing, whenever conducted by a psychologist or psychiatrist, shall be considered to be the practice of clinical psychology within the meaning of these statutes.

If the testing results in a recommendation that the employee is unfit to perform his regular and normal duties, then the employer shall to the extent possible make reasonable accommodations to allow the employee to maintain his/her then current work status, without loss of pay or other economic benefits. In the event such a reasonable accommodation does not exist, the employee shall be suspended from duty without pay but without loss of seniority rights and shall be entitled to exercise any vacation or leave benefits which exist by virtue of the Collective Bargaining Agreement or by law.

The Union may challenge the recommendation and, in such event, the Village and the Union must meet and jointly agree upon a psychologist or psychiatrist to examine and issue a report including an opinion as to the employee's ability to properly perform the essential functions of his/her official duties. Employment shall terminate if that report concludes that the employee is unable to perform the essential functions of his/her job. In the event the report concludes that the employee is able to perform the essential functions of his/her job with a reasonable accommodation, the Employer will determine whether such an accommodation exists. All firearms provided by the Employer to an employee shall be relinquished to the Police Department by an employee during any period of time in which the Chief of Police believes the employee is unfit to perform his/her regular and normal duties.

Section 2 – Substance Abuse Testing.

(A) It is the policy of Employer that the public has the right to expect persons employed by the Employer to be free from the effect of drugs and alcohol. The Employer has the right to expect their employees to report to work fit and able for duty.

(B) Employees shall be prohibited from:

- (1) consuming or possessing alcohol or illegal drugs at any time during working hours or anywhere on Village premises or job sites, including all Village buildings, properties, vehicles, and the employee's personal vehicle while engaged in Village business, except as required in the line of duty;
- (2) illegally selling, purchasing, or delivering any illegal drug, except as required in the line of duty;
- (3) being under the influence of alcohol or illegal drugs during working hours;
- (4) being under the influence of illegal drugs at any time except as prescribed by a physician;
- (5) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

(C) **Order to Submit to Testing.** An employee may be required to submit to random testing as directed by Employer. Upon being ordered to submit to testing, the Employer shall provide the employee with a written notice of the order setting forth the reasons for the order to test. The employee shall be permitted a reasonable opportunity, not to exceed **one (1) hour**, to consult with a representative of the Union at the time the order is given. During the **one (1) hour** time period the Employer shall have the right to observe or monitor the employee at all times. Refusal to submit to such testing shall subject the employee to immediate discipline up to and including immediate discharge, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

(D) **Tests to be Conducted.** In conducting the testing authorized by this Agreement, the Employer shall:

- (1) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- (2) insure that the laboratory or facility selected conforms to all NIDA standards;
- (3) establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result. No employee covered by the Agreement shall be permitted at any time to become part of such chain of custody.
- (4) collect a sufficient sample of the same body 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;
- (5) 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;
- (6) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug metabolites;
- (7) 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 Chief within **forty-eight (48) hours** of receiving the results of the tests;

- (8) require that the laboratory or hospital 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 tests administered) The Employer will not use such information in any manner or forum adverse to the employee's interest;
- (9) require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing that an alcohol concentration of .02 or more based upon the grams of alcohol per 100 milliliters of blood be considered impaired for the purpose of this Article;
- (10) provide each employee tested with a copy of all information and reports received by the Village in connection with the testing and the results;
- (11) insure that no employee is the subject of any adverse employment action except emergency temporary suspension with pay during the pendency of any testing procedure. Any such emergency suspension shall be immediately discontinued in the event of a negative test result.

(E) **Right to Contest.** The Union and/or the employee, with or without the PBLC, shall have the right to file a grievance concerning any testing permitted by this Agreement contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that employees may have with regard to such testing. Officers retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Union.

(F) **Voluntary Requests for Assistance.** The Employer shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem so long as such treatment request occurs prior to a request for substance testing other than the Village may require, suspension or reassignment of the employee with pay if he is then unfit for duty in his current assignment. The Employer shall make available through appropriate agencies a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the Employer, through whatever means, shall not be used in any manner adverse to the employee's interests, except reassignments as described above. The Employee shall use all accumulated sick leave to participate in a rehabilitation program. Once sick leave is exhausted, the Employee may request the use of other accumulated time per Article X Section VIII. Once an Employee has exhausted all accumulated sick leave and other time the Employee may request a leave of absence without pay. Under no circumstances shall the leave of absence without pay exceed **one hundred eighty (180) days**. No vacation, sick leave, holiday or other benefits shall accrue during a leave of absence and no seniority shall accrue as well.

(G) **Discipline.** Use of proscribed drugs at any time by an employee or a finding that an employee is under the influence of illegal drugs or alcohol during working hours shall be cause for discipline, including termination, subject to the grievance procedure. While all such disciplinary issues may be subject to the grievance procedure, all other issues relating to the drug and alcohol testing process (e.g., whether there is reasonable suspicion for ordering an employee to take a test, whether a proper chain of custody has been maintained, etc.) may also be grieved in accordance with the grievance and arbitration procedure set forth in this Agreement.

In the first instance that an employee tests positive on both the initial and the confirmatory test for drugs or is found to be under the influence of alcohol, and for whom it has been deemed appropriately should undergo treatment instead of or in addition to some disciplinary action, and all employees who voluntarily seek assistance with drug and/or alcohol related problems, shall not be subject to any additional disciplinary or other adverse employment action by the Employer. The foregoing is conditioned upon:

- (A) the employee agrees to appropriate treatment as determined by the physician(s) involved;
- (B) the employee permanently discontinues his use of illegal drugs or abuse of alcohol;
- (C) the employee completes the course of treatment prescribed, including an "aftercare" group for a period of up to **three (3) months**.

Officers who do not agree to the foregoing, or who test positive a second or subsequent time for the presence of illegal drugs or alcohol during the hours of work shall be subject to discipline, up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the 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 employee 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 pending treatment. The foregoing shall not limit the Employer's right to discipline employees for misconduct. The Employer shall determine whether an unpaid leave of absence is appropriate as well as its duration.

Employees who are taking prescribed or over-the-counter medication that has adverse side effects which interfere with the employee's ability to perform his normal duties may be temporarily reassigned with pay to other more suitable police duties.

ARTICLE XVI – GENERAL PROVISIONS

Section 1 – Union Visits. Upon prior permission of the Chief of Police, authorized representatives of the national or state Union shall be permitted to visit the Department during working hours to talk with officers of the local Union and/or representatives of the Employer concerning matters covered by this Agreement.

Section 2 – Attendance at Union Meetings. Subject to prior approval by the Chief of Police, the Employer agrees to permit elected officials of the Union reasonable time off without pay to attend general, board or special meetings of the Union, provided that at least **forty-eight (48) hours'** notice of such meetings shall be given in writing to the Chief of Police, and provided further that the names of all such officials shall be certified in writing to the Employer. Such leave shall not exceed **two (2) hours** per quarter-year for any employee.

Section 3 – Union Negotiating Team. Members designated as being on the Union negotiating team who are scheduled to work on a day on which negotiations will occur shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without pay. The Union negotiating team may consist of **two (2) officers** and **one (1)** or more union representatives.

Section 4 – Review of Records. Upon prior written approval of the Chief of Police, the Union or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any officer covered by this Agreement whose pay is in dispute, or any other records of the officer pertaining to a specific grievance, at reasonable times with the officer's written consent.

Section 5 – Bulletin Boards. The Employer shall provide the Union with designated space on available bulletin boards, or provide bulletin boards on a reasonable basis, where none are available for purposes of the Union. Bulletin boards shall not mean any outside message boards.

Section 6 – Definitions. For the purpose of this Agreement, the following definitions shall apply:

OFFICER or EMPLOYEE shall mean a bargaining-unit employee covered by the terms of this Agreement.

Section 7 – Backstoppers. The Employer will continue to donate to the Back Stoppers organization on the same basis that it is currently donating to the Back Stoppers organization which amount is **One Hundred Fifty Dollars (\$150.00)** per officer and this amount shall not exceed **Two Hundred Dollars (\$200.00)** per officer during the term of this Agreement.

Section 8 – K-9 Officer. The officer assigned to the K-9 Unit shall be assigned to the shift schedule based upon department needs as determined by the Chief of Police. The Village reserves the right to terminate the K-9 program at any time in its sole discretion.

The Village shall provide the following to the K-9 Officer, subject to the availability of donated funds to pay the costs and expenses associated with the K-9 program:

- (A) All veterinary care for the dog owned by the Village of Freeburg and assigned to the K-9 Officer.
- (B) Necessary grooming supplies.
- (C) Appropriate food supplies.
- (D) While the K-9 Officer is out of town on vacation or other time off, the Village shall have the option to either assign the K-9 to another officer (Temporary K-9 Officer) or to arrange for kenneling with the Village to pay for any kenneling costs incurred.
- (E) Necessary training equipment.
- (F) Approved training and socialization.

The Village shall be entitled to appropriate documentation and/or invoices for K-9 related expenses.

The grooming, care and feeding of the animal and kennel maintenance are compensated activities. The K-9 Officer will be compensated for **thirty (30) minutes** per day for these activities. The K-9 Officer shall not be compensated for these activities on days that the K-9 is assigned to a Temporary K-9 Officer or kenneled at Village expense under subsection (D) above. If the Village assigns the K-9 to a Temporary K-9 Officer, the Temporary K-9 Officer shall be compensated for **thirty (30) minutes** per day for these activities.

In the event that the K-9 dog is no longer serviceable, the Village agrees to transfer ownership of the dog to the K-9 Officer. Upon transfer of ownership, the Village shall no longer be required to pay any compensation, costs or expenses provided for under this Section and the K-9 Officer shall be responsible for all expenses and liability arising from the ownership of the dog after the date of transfer.

ARTICLE XVII – OFFICER’S RIGHTS

Section 1 – Internal Investigation. The Employer will follow the procedures set forth in the Uniform Peace Officers’ Disciplinary Act in effect on the date of execution of this Agreement.

Section 2 – Personnel Files. An official personnel file for each officer shall be maintained by the Employer at a central location. Each officer shall provide Employer with his/her current telephone number and mailing address.

Officers shall have the right to review the contents of their official personnel files upon written request to the Employer. Officers may also copy any part of the information found in the personnel file. With an employee’s written authorization, a Union representative may also review and copy information kept in an employee’s personnel file, subject to prior notification to the Chief of Police.

The Employer agrees such inspection may occur during regular business hours (upon permission granted by the Chief of Police or his designee) without loss of pay and upon reasonable notification. In the event that the personnel file contains material adverse to an employee, the employee shall have the right to place a written rebuttal to the adverse material and have said rebuttal become attached thereto as a permanent part of the file; provided said rebuttal is not prepared during working hours.

Section 3 – Indemnification. The Employer shall hold officers harmless from payment for damages or monies which may be adjudged, assessed or otherwise levied against an officer, provided the officer has acted within the scope of his/her employment and cooperates with the Employer during the course of the investigation, administration, litigation or defense of any claim arising under this Article in accordance with Illinois law in effect on the date of execution of this Agreement, and so long as required by such law.

The Employer's obligation under this Section shall not apply if the officer acted outside the scope of his/her employment, engaged in willful misconduct or engaged in criminal misconduct.

ARTICLE XVIII – SAVINGS PROVISION – PARTIAL INVALIDITY

Section 1 – Savings Provision. None of the foregoing shall be construed as requiring either party to do anything inconsistent with federal or state law, or the final order or judgment of any court having jurisdiction over the parties.

Section 2 – Partial Invalidity. If any provision of this Agreement should be rendered or declared invalid and unenforceable by any court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the parties agree to meet within **fourteen (14) calendar days** to negotiate alternative language to substitute for the invalidated provision.

ARTICLE XIX – COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which preceded 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. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement and it constitutes the complete and entire Agreement between the parties.

ARTICLE XX – DISCIPLINE AND DISCHARGE

Discipline in the department shall be progressive and corrective in cases of remediable offense and shall be designed to improve behavior and not merely punish it, depending upon the circumstances of each offense, and shall be in all cases based on just cause. Employer shall provide a copy of the written complaint or statement of the complainant to the Employer.

No inquiry, formal or informal, interrogation or investigation of any employee will be conducted without a written complaint having been filed which sets forth the name and address of the complainant, the factual basis of the complaint and/or wrong doing, and the names and addresses of any witness, if any.

ARTICLE XXI – LABOR-MANAGEMENT CONFERENCES

Section 1 – Advance Request. The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and representatives of the Employer. Such meetings may be requested at least

seven (7) days in advance, by either party by placing in writing a request to the other for a "labor-management conference" and expressly providing the agenda for such meeting. Such meetings, agenda and locations shall be by mutual consent.

Section 2 – Exclusive of Grievances. 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 "labor-management conferences," nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

ARTICLE XXII – RESIDENCY

Section 1 – Residency Requirement. Employees shall maintain their place of residence within **fifteen (15) miles** of Freeburg Village Hall (14 Southgate Center, Freeburg, IL 62243). Employees must be in compliance with the residence requirement within **six (6) months** of completing their probation period.

ARTICLE XIII – DURATION

Section 1 – Term of Agreement. This Agreement shall be effective from **April 1, 2014**, and shall remain in full force and effect for a term of **four (4) years** terminating on **March 31, 2018**. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party no earlier than **one hundred twenty (120) days** nor later than **sixty (60) days** preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 2 – Continuing Effect. Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse procedures are continuing for a new Agreement, or part thereof, between the parties.

Section 3 – Notifications by Certified Mail. All notices provided for in this Agreement shall be served upon the other party by certified mail, return receipt requested.

Section 4 – Impasse Resolution. The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended.

ARTICLE XXIV – DUES DEDUCTION AND FAIR SHARE

Section 1 – Dues Deduction. Upon receipt of a written and signed authorization form from an employee, the Employer shall deduct the amount of Union dues and initiation fees, if any, set forth in such form and any authorized increases therein, and shall remit such deductions monthly to the Policemen's Benevolent Labor Committee at the address designated by the Union in accordance with the laws of the State of Illinois. The Union shall advise the Employer of any increases in dues, in writing, at least **thirty (30) days** prior to its effective date.

Section 2 – Dues. With respect to any employee on whose behalf the Employer receives written authorization in a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the employee the dues and/or financial obligation uniformly required and shall forward the full amount to the Policeman's Benevolent Labor Committee by the **tenth (10th) day** of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Union. Authorization for such deduction shall be

irrevocable unless revoked by written notice to the Employer during the **fifteen (15) day** period prior to the expiration of this Agreement.

Section 3 – Fair Share. Any employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of the Union dues) of the cost of the collective bargaining process and contact administration in pursuing matters affecting wages, hours and other conditions of employment, but not to exceed the amount of dues uniformly required of members. All employees hired on or after the effective date of this Agreement who have not made application for membership shall, on or after the **thirtieth (30th) day** of their hire also be required to pay a fair share as defined above.

Employer shall with respect to any employee on whose behalf Employer has not received a written authorization as provided for above, deduct from the wages of such employee the fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount to the Union on the **tenth (10th) day** of the month following the month in which the deduction is made, subject only to the following:

- (A) Union has certified to Employer that the affected employee has been delinquent in obligation;
- (B) Union has certified to Employer that the affected employee has notified in writing of the obligation and the requirement for each provision of this Article and that the employee has failed or refused to satisfy his obligation.
- (C) Union has certified that the affected employee does not adhere to established tenets or teachings of a bona fide religion, body or sect that has a conscientious objection to joining or financially supporting organizations or associations.
- (D) Union certifies to Employer that it will indemnify, defend and hold harmless the Employer pursuant to the provisions of this Article.

Section 4 – Religious/Conscientious Objections. Any employee who is a member of or adheres to established tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially support organizations or associations shall not be required to join or financially support the Union as a condition of employment provided that it is understood that any such employee holding conscientious objections pursuant to this provision who requests this organization to use the grievance/arbitration procedures on his/her behalf may be charged for the reasonable costs of using such procedure. Any such employee shall notify the Employer and the Union of his/her objection and the basis for objection. The employee may be required by the parties to supply additional information to support his/her objection.

Any employee who has good faith religious/conscientious objection must, however, pay an amount equal to the agency fees to one of the following charities:

- Hospice of Southern Illinois
- United Way
- YMCA
- Salvation Army

Any employee failing to comply with the provisions of this Section shall be subject to the same provisions as in Section 3.

Section 5 – Indemnity. The Employer assumes no obligation, financial or otherwise arising out of the provisions of this Article and the Union hereby indemnifies, defends and agrees to save 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 the provisions of this Article. In the event a claim is made against the Employer arising out of any provision of this Article, the Employer shall select the attorney to defend the Employer.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 2nd day of June, 2014.

FOR THE EMPLOYER:

FOR THE UNION:

Mayor, Village of Freeburg, Illinois

President

Chief Negotiator for Employer

Secretary

Attest (Seal)

Policemen's Benevolent & Labor Committee

Negotiator
Policemen's Benevolent & Labor Committee

Negotiator
Policemen's Benevolent & Labor Committee

POLICEMEN'S BENEVOLENT AND PROTECTIVE ASSOCIATION

**LABOR COMMITTEE
OFFICIAL DUES DEDUCTION FORM
SPRINGFIELD, IL 62704**

I, _____, hereby authorize my employer, _____, to deduct from my wages the uniform amount of monthly dues set by the Policemen's Benevolent and Protective Association, Labor Committee. Said dues to be deducted twice per month, shall be remitted and made payable to the Policemen's Benevolent and Protective Association, Labor Committee, at 435 West Washington, Springfield, Illinois 62704. The Labor Committee certifies that all dues and assessments will be utilized for the sole purpose of collective bargaining, contract administration, and/or the legal defense of its members. The Labor Committee further certifies that the full amount of fair share dues covers only the cost of collective bargaining, contract administration, and legal defense.

Signed: _____

Date: _____

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____

Please check one:

Full Membership @ \$_____ per month

Fair Share Membership @ \$_____ per month

Please remit all dues deductions to:

**Policemen's Benevolent and Protective Association
Labor Committee
435 West Washington
Springfield, IL 62704**