

# **A G R E E M E N T**

**between**

**THE VILLAGE OF OAK PARK, ILLINOIS**

**and**

**THE ILLINOIS FRATERNAL ORDER  
OF POLICE LABOR COUNCIL**

**representing**

**The Oak Park Police Lieutenants  
and Sergeants Association**

**January 1, 2017 - December 31, 2019**

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## **PREAMBLE**

This Agreement is entered into by and between The Village of Oak Park, an Illinois municipal corporation (herein referred to as the "**VILLAGE**") and the Illinois Fraternal Order of Police Labor Council, representing the Oak Park Police Lieutenants and Sergeants Association (hereinafter referred to as the "**ASSOCIATION**").

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Village and the Association, to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to employees' wages, hours and working conditions.

In consideration of mutual promises, covenants and Agreement contained herein, the parties hereto, by their duly authorized representatives and/or agents, do mutually covenant and agree as follows:

### **ARTICLE 1 - MANAGEMENT RIGHTS**

The Village shall retain the sole right and authority to operate the affairs of the Village and all departments for which Association members are present in all its various aspects, including but not limited to, all rights and authority exercised by the Village prior to the execution of this Agreement except as modified by this Agreement. Among the rights retained is the Village's right to determine its mission and set standards of service offered to the public; to direct the working forces; to plan, direct, control and determine the operations or services to be conducted in all of its departments or by the employees of the Village; to assign and transfer employees; to hire, promote, demote, suspend, discipline or discharge for just cause, or relieve employees due to lack of work, shortage of budgeted funds, or for other legitimate reasons; to make and enforce reasonable rules and regulations and policies; to change methods, equipment or facilities, provided, however, that the exercise of any of the above rights shall not conflict with any of the provisions of this Agreement.

### **ARTICLE 2 - ACCOUNTABILITIES OF POLICE SUPERVISORS AS AGENTS OF MANAGEMENT**

As supervisors, Oak Park Police Lieutenants and Sergeants are agents of Management in the Police Department. Lieutenants and Sergeants are to serve, represent, and carry out on behalf of the Village, Oak Park Police Department policies, procedures and directives as they may be established by the Board of Trustees, Village Manager, and Chief of Police. Within the scope of these policies, procedures and directives, Lieutenants and Sergeants are to plan, organize, direct, inspect, control, supervise, and evaluate the performance of their subordinates. Within the purview of the Police Department's general rules and regulations, policies and procedures, Lieutenants and Sergeants are specifically accountable to their superiors for the performance of their subordinates. It is understood that willful or negligent failure to carry out, in the interests of the Village, the responsibilities and accountabilities set forth in this Article shall be just cause for discipline, up to and including discharge, and/or demotion in rank.

Lieutenants and/or Sergeants typically perform supervisory functions. As duly sworn police officers, Lieutenants and/or Sergeants are required to follow the commands and orders of their superiors, including directions to perform police duties typically performed by Patrol Officers. The Village however, shall not issue such assignments to harass or to discriminate against any member of the bargaining unit.

### **ARTICLE 3 - RECOGNITION**

The Village hereby recognizes the Association as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on any and all matters relating to wages, hours, and all other terms and conditions of employment of all employees in the bargaining unit. The bargaining unit shall include:

All full-time employees employed by the Village of Oak Park Police Department in the ranks of Lieutenant and Sergeant, excluding: the Chief of Police, Deputy Chiefs, Commanders, Patrol Officers, Communication Operators, Crossing Guards, Community Service officers and other civilian personnel within the Police Department.

## **ARTICLE 4 - NON-DISCRIMINATION**

### **SECTION ONE: Non-Discrimination**

Complaints of discrimination under this Article shall not be subject to the grievance and arbitration article of this Labor Agreement but shall be processed through appropriate state or federal agencies and courts.

### **SECTION TWO: Gender**

If the masculine pronoun appears, it is understood to be for clerical convenience only and includes the feminine pronoun as well.

### **SECTION THREE: Association Membership**

Neither the Village nor the Association shall discriminate against any employee covered by this Agreement due to membership, or lack thereof, in the Association.

## **ARTICLE 5 - NO STRIKE-NO LOCKOUT**

### **SECTION ONE: No Strike**

Neither the Association nor any individual Lieutenant or Sergeant will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sitdown, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies, mass resignations, mass absenteeism, picketing or any other intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. In the event of a violation of this Section, the Association agrees to inform by reasonable means all Lieutenants and Sergeants of their obligations under the law and this Agreement and to direct them to return to work and/or to cease all activities in violation of this Section.

The Employer agrees that provisions of this Article will in no way prevent employees from participating in their Constitutional Rights.

### **SECTION TWO: Association Liability**

The Association, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Upon the failure of the Association to comply with the provisions of Section 1 above, any agent or official of the Association who is an employee covered by this Agreement may be subject to the provisions of Section 3 below.

### **SECTION THREE: Discipline of Strikers**

Any employee who violates the provisions of Section 1 shall be subject to disciplinary action. Any action taken by the Employer against any employee 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 a Lieutenant or Sergeant actually engaged in a prohibited action shall be subject to the grievance and arbitration procedure.

SECTION FOUR: No Lockout

The Village will not lock out any Lieutenants or Sergeants during the term of this Agreement as a result of a dispute with the Association.

SECTION FIVE: Judicial Restraints

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

**ARTICLE 6 - DURATION AND LEGALITY CLAUSES**

SECTION ONE: Savings

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by a Federal or State Executive Order, the remaining provisions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be modified by the parties to the extent necessary to conform to such laws.

SECTION TWO: Duration and Notice

This Agreement and its provisions shall be made effective on January 1, 2014, and continue in full force and effect until and including December 31, 2016. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by registered or certified mail by either party not less than sixty (60) or more than ninety (90) days before the expiration date. Notwithstanding any provision of this Agreement, this Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse proceedings for a new or amended agreement, or any part thereof, are underway between the parties. All provisions of this contract shall continue to remain in full force and effect during said period.

Should either party desire to enter into bargaining and negotiations as permitted by the Illinois Public Labor Relations Act, either party may deliver to the other Notice to that effect, not earlier than one hundred eighty (180) days, but not less than sixty (60) days, prior to the expiration date set forth above; however, nothing herein shall preclude commencing negotiations by mutual agreement by September 1<sup>st</sup> of any year. The parties further agree to use the impasse procedures referred to in Article 14 herein to resolve any bargaining impasse that may arise.

**ARTICLE 7 - BILL OF RIGHTS**

See Appendix "A"

**ARTICLE 8 - GRIEVANCE PROCEDURE**

SECTION ONE: Introduction

It is the intent of the parties to this Agreement to use their individual and collective best efforts to promote and encourage the informal and prompt adjustment of any grievance which may arise between the Association or any member covered under this Agreement and the Village. However the parties agree that if possible, the Union is encouraged to first meet and discuss with the Supervisor the difference of opinion with respect to the meaning or the application of this Agreement. If not resolved, the parties agree that they shall use the procedures set forth in this Article for the resolution, strictly pursuant to the terms of this Agreement, of all alleged violations of the terms of this Agreement.

SECTION TWO: Definitions

For the purpose of this Grievance Procedure, the following definitions shall be applicable:

A "grievance" is the written allegation of an employee covered by this Agreement that, as to him, the Village has violated an express provision or term of this Agreement.

The term "grievant" shall mean any Lieutenant or Sergeant covered by this Agreement, who has filed and seeks resolution of a grievance.

For the purposes of this Article, the term "business day" shall mean Monday through Friday, between the hours of 8:00 a.m. to 5:00 p.m., exclusive of holidays as set forth in Article 20.

### SECTION THREE: Disciplinary Grievances

Grievances may be filed with respect to any disciplinary action (other than oral and written reprimands) taken against an employee. As such the Parties agree the Chief of Police shall have the right to suspend or dismiss a bargaining unit member only for just cause and will not file charges with the Board of Police and Fire Commission. In the event the Chief imposes discipline upon a member of the bargaining unit the member shall have the right to contest said discipline by utilizing the grievance procedure contained in Article 8, Sections 4 and 5. If a member elects to contest said discipline the grievance shall be filed at Step 2 of the Grievance Procedure contained in this Article.

If any such grievance is appealed to arbitration and the arbitrator determines that the disciplinary action is not supported by just cause, the arbitrator shall have the authority to rescind or modify the disciplinary action and to order back pay and/or a remedy deemed appropriate.

The contractual grievance and arbitration procedure shall be the sole recourse for appealing such disciplinary action and shall be in lieu of the provisions for the Board of Fire and Police Commissioners Act and disciplinary proceedings before the Village of Oak Park Board of Fire and Police Commissioners. The parties recognize the Village of Oak Park Board of Fire and Police Commissioners no longer has any authority to impose disciplinary action on bargaining unit members.

Except for disciplinary matters, any issue or matter that is subject to the jurisdiction of the Village of Oak Park Board of Fire and Police Commissioners shall not be considered a grievance under this Agreement. Pursuant to Section 15 of the IPLRA and 65 ILCS § 10-2.1-17, the parties have negotiated an alternative procedure based upon the grievance and arbitration provisions of this Agreement.

### SECTION FOUR: Grievance Handling and Processing

With the Police Chief's or his designee's permission, which shall not be unreasonably withheld, the grievant and Association representatives will be permitted reasonable time off without loss of pay during their respective working hours to process and/or investigate grievances. Under no circumstances, however, shall the grievant, the Association representative or any employee involved in the process earn or be paid overtime for investigation and processing of grievances.

### SECTION FIVE: Grievance Procedure

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps, except that individual steps may be bypassed by mutual agreement in writing between the designated representative of the Village and the President of the Association, and further, that those grievances identified in Section Three will be processed according to the terms of that section:

- Step 1: The grievance shall be reduced to writing and delivered by email by the Association to the appropriate Deputy Chief within fifteen(15) business days following the event or occurrence giving rise to the grievance. The written grievance shall indicate the Section(s) of this Agreement of Understanding allegedly violated. The Deputy Chief or his designee shall attempt to resolve the grievance as soon as practicable, and therefore a meeting will be

scheduled with the grievant, and an Association representative within ) seven (7) business days after receipt of the grievance at this Step. The Deputy Chief shall render a written answer, copy to the grievant and Association, within ten (10) business days of the meeting. If the grievance is denied, the specific reason for the denial shall be included in the answer. If the grievance is settled as a result of the meeting, the settlement shall be reduced to writing and signed by the parties.

- Step 2: If the grievance is not adjusted in Step 1, and the grievant wishes to appeal the grievance to Step 2, the grievance, indicating the specific objection to the Step 1 answer, shall be reduced to writing and delivered by email to the Chief of Police within ten (10) business days of the receipt of the Step 1 answer. A meeting between the grievant and the Chief of Police or his designee shall be held at a mutually agreeable time and place within ten (10) business days of the Police Chief's receipt of the grievance, unless otherwise agreed upon, to discuss the grievance. All documentation in the possession of the grievant or the Association which is not otherwise available to the Chief through Police Department records and which supports the grievant's position shall be submitted to the Chief of Police at least five (5) business days prior to the meeting date. If the grievance is settled as a result of the meeting, the settlement shall be reduced to writing and signed by the parties. If no settlement is reached, the Chief of Police or his designee shall give the Police Chief's answer in writing to the grievant and Association within ten (10) business days following said meeting. If the grievance is denied, the specific reason for the denial shall be included in the answer.
- Step 3: If the grievance is not adjusted in Step 2, and the grievant wishes to appeal the grievance to Step 3, the grievance, indicating the specific objection to the Step 2 answer, shall be reduced to writing and delivered by email to the Village Manager by the Union within ten (10) business days of the receipt of the Step 2 answer. A meeting between the grievant and the Village Manager or his designee shall be held at a mutually agreeable time and place within ten (10) business days of the Village Manager's receipt of the grievance, unless otherwise agreed upon, to discuss the grievance. All documentation in the possession of the grievant or the Association which supports the grievant's position shall be submitted to the Village Manager at least five (5) business days prior to the meeting date, except that documentation may be submitted at the meeting if extreme difficulties prevented its prior submission. If documentation is submitted for the first time at or within five (5) business days of the meeting, the Village Manager may adjourn the meeting for a period of time up to ten (10) business days from the original meeting date in order to review the documents. If the grievance is settled as a result of the meeting, the settlement shall be reduced to writing and signed by the parties. If no settlement is reached, the Village Manager or his designee shall give the Village Manager's answer in writing to the Association within ten (10) business days following said meeting. If the grievance is denied, the specific reason for the denial shall be included in the answer.
- Step 4: The Step 3 written answer shall settle the grievance unless it is appealed to arbitration in writing by the Association within fifteen (15) business days of the date of the receipt of that answer. If the grievance is timely appealed, arbitration shall proceed in the following manner:
- A. The Village and the Association shall attempt to agree upon a single arbitrator to hear and decide the case. In the event that the parties are unable to agree upon a neutral arbitrator they shall obtain a list of recognized arbitrators from either the American Arbitration Association or the Federal Mediation and Conciliation Service. Upon receipt of such list, each side shall strike a name from the list until there is one name remaining. The remaining individual shall be the arbitrator. Order of individual strikes shall be determined by a coin toss with the loser striking first. Both parties shall have the right to reject one panel in its entirety.
  - B. An arbitration hearing shall be held at a site and at a time mutually selected by the parties. No more than one grievance shall be submitted for determination by the arbitrator except by written agreement to the contrary, provided that if more than one grievance arose out of the same factual situation, the grievances may be presented to the arbitrator at the same hearing. At any such hearing each side shall be afforded the opportunity to be represented by representatives of its own choosing, to state a position and to present witnesses on its behalf. Joint expenses of arbitration (including the fees and expenses of the arbitrator and



the cost of the hearing room) shall be divided equally between the Village and the Association. Each party, however, shall be responsible for compensating its own representatives and witnesses. Grievants, witnesses, and Association representatives who are excused from work by the Village to attend the hearing shall not lose pay for the time reasonably required to attend the hearing, including travel time, during their regularly scheduled working hours; however, attendance at any such hearing shall not obligate the Village to pay additional compensation or overtime to any employee involved.

- C. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him in writing by the parties and shall have no authority to make a decision on any issue not so submitted to him. The arbitrator shall be without power to make decisions contrary to or inconsistent with applicable federal and state law, or rules and regulations having the force and effect of law. The arbitrator shall submit in writing his decision within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later. The decision shall be based solely upon his interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented, consistent with applicable law. Consistent with these provisions the arbitrator shall have the authority to make an award and to order an appropriate remedy, if applicable. The award of the arbitrator shall be final and binding upon both parties to the Agreement.

#### SECTION SIX: Time Limits

Grievances shall be raised and settlement attempted promptly. Accordingly, a grievance, in order to be considered, must be raised not later than fifteen (15) business days after the grievant knew or reasonably should have known of the event giving rise to the grievance. If not raised within this time limit, the grievance shall be deemed to have been "waived," and it may not be processed further. Similarly, if a grievance is not filed or appealed to any step of the grievance procedure or to arbitration within the time limits specified in Section 5 of this Article, it shall be considered to have been settled on the basis of the Village's last answer. If the Village does not answer a grievance at any step of the grievance procedure within the time limits specified in this Article, the grievant may elect to treat the grievance as being denied at that step and immediately appeal the grievance to the next step of the grievance procedure. Any of the time limits referred to in this Article may be extended by mutual agreement in writing.

#### SECTION SEVEN: Association Representation

A representative from the grievant's Association may be present at any of the scheduled meetings held to discuss the grievance.

### **ARTICLE 9 - PERSONNEL FILES**

#### SECTION ONE: Personnel Records

The Village will maintain one personnel file in Human Resources which may be viewed only by the Human Resources Director, the Chief, the Employee or the Employee's representative.

Material or information not contained in the personnel file in Human Resources may not be used adversely to an employee's interests. Employees shall be notified in writing when adverse material or information is placed in their personnel file.

Any discipline more than two (2) years and eleven (11) months old may not be used adversely to the Employee's interests, unless there have been repeated disciplinary infractions during the two years and eleven months' period.

The parties recognize and agree that this section is not applicable to files maintained or proceedings conducted by the Board of Fire and Police Commissioners or the Department's Internal Affairs Division as currently used for investigations.

#### SECTION TWO: Inspection

Upon request of an employee, the Employer shall reasonably permit employees to inspect their personnel files subject to the following:

- A. Such inspection shall occur following receipt of written request or scheduled appointment with the Human Resources Director within five (5) days following said request;
- B. Such inspection shall occur during regular daytime working hours Monday through Friday in the presence of the Human Resources Director or his/her designee;
- C. The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein.

#### SECTION THREE: Employee Additions to Personnel File

An employee may request of the Human Resources Director, and have included without the necessity of supervisory approval, that certain work-related documents become a permanent part of the personnel file. Such documents shall include, but not be limited to, certificates of special training, letters of commendation, documentation of accomplishment, or other material that would be favorable to the employee's interests.

#### SECTION THREE: Limitation of Use

Documents not available within a reasonable time to employees covered by this agreement shall not be used adversely against the employee.

### **ARTICLE 10 - SENIORITY**

#### SECTION ONE: Definition of Seniority

For layoff purposes, the term "seniority" shall refer to and be defined as the continuous length of service or employment by the Village as a sworn officer of the Oak Park Police Department from the date of last hire.

For the selection of vacation and personal days and callback, the term "seniority" shall refer to and be defined as the date of rank.

#### SECTION TWO: Seniority List

The Village shall prepare a list setting forth the present seniority dates for all employees covered by this Agreement and shall become effective on or after the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting employees covered under this Agreement or employed at the time the Agreement becomes effective.

A copy of said list will be submitted to the Association and posted on the bulletin board.

#### SECTION THREE: Personal Day Selection

The selection and approval of the personal day off shall be based on date order. Seniority will prevail when requests are simultaneously received.

#### SECTION FOUR: Termination of Seniority

Employees shall be terminated by the Village and their seniority broken when they:

- A. Quit; or
- B. Are discharged in accordance with Statutory Procedures; or
- C. Are laid off in accordance with the State statutes for a period of twenty-four (24) months; or

- D. Accept gainful employment while on an approved leave of absence; or
- E. Are absent for three (3) consecutive scheduled work days without proper notification or authorization.

SECTION FIVE: Seniority during Unpaid Leaves of Absence

Employees will not continue to accrue seniority credit for all time spent on authorized unpaid leave of absence.

**ARTICLE 11 - F.O.P REPRESENTATIVES**

For the purpose of administering and enforcing the provisions of this Agreement, the Village agrees as follows:

SECTION ONE: F.O.P. Conventions and Labor Conferences

Leaves of absences without loss of pay for scheduled workdays will be granted to the extent that there is no interference with Village operations, to employees who are elected, delegated or appointed to attend conventions of the Fraternal Order of Police. Any request for such leave shall be submitted in writing by the Association to the employee's Department Head and shall be answered in writing, no later than five (5) days following the request. This shall be limited to one person for three (3) days (for State Conventions) or, in alternate years, one person for five (5) days (for National Conventions). A second person may attend the State Convention or National Convention of the Fraternal Order of Police as described above but will be required to use their accrued compensatory time.

Any employee chosen as a delegate to the annual Labor Conference will, upon written application and submitted to the Village with at least twenty-eight (28) days notice, be given a leave of absence with pay, subject to scheduling and staffing needs of the department for the period of time required to attend the conference. Such request shall not be unreasonably withheld.

SECTION TWO: Association Negotiating Team

Lieutenants and Sergeants designated as being on the Association negotiating team who are scheduled to work on a day on which negotiations will occur shall be excused from their regular duties without loss of pay for the duration of the negotiations session for the purpose of attending the session. If a designated Association negotiating team member is in regular day-off status on the day of negotiations, he will not be compensated for attending the session.

The employee members of the negotiating team will consist of no more than three (3) representatives. The representatives must be from different patrol shifts.

**ARTICLE 12 - BULLETIN BOARDS**

The Village shall provide the Association with designated spaces on available bulletin boards

**ARTICLE 13 - LEAVES OF ABSENCE**

SECTION ONE: Bereavement Leave/Death in Family

In the event of the death of a member of a Lieutenant's or Sergeant's immediate family, the Village agrees to provide to that employee leave without loss of pay, not to exceed three (3) days, for bereavement purposes, attendance at the funeral, and other purposes connected with the death. Additional time off may be extended by the Chief of Police for travel purposes in the event that excessive travel is required or if other unique circumstances are involved that act to extend the time period between the day of death and the day after the funeral beyond three (3) days.

## SECTION TWO: Definition of "Family"

A member of the immediate family shall be defined to be an employee's mother, father, wife, husband, daughter, or son (including step or adopted), sister or brother (including half, step or in-law), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent, grandchild, grandparents-in-law and domestic partners.

## SECTION THREE: Short-Term Military Leave

Any employee covered by the terms of this Agreement who is a member of a reserve force of the Armed Forces of the United States, or the State of Illinois, and who is ordered by the appropriate authorities to attend training programs or perform assigned duties shall be granted a leave of absence in accordance with the applicable State and Federal laws.,.

Employees are required to provide written verification of military assignment in order to continue to receive Village pay and benefits.

## SECTION FOUR: Injury Leave

An employee who sustains injuries or illness arising out of and in the course of his employment shall be covered by the provisions of Chapter 5, ILCS 345/1

## SECTION FIVE: Sick Leave

- A.. Sick leave is allowed only in case of necessity when the employee is actually sick or disabled in a pay status, i.e., not on unpaid leave of absence. Any employee who becomes injured or ill and not able to work while on vacation must continue his/her scheduled vacation before going on sick leave.
- B. The Amount of sick leave is as follows:
  - 1. Sick leave shall accrue at the rate of four (4) hours per pay period (13 days per year) for all members to a maximum accrual not to exceed 240 days.
  - 2. Employees covered by this collective bargaining agreement are subject to the administrative procedures promulgated by the Village with regard to the federal Family Medical Leave Act (FMLA). In the event that an employee or immediate family member, as defined in Section 2 of this Article, has a serious illness as defined by and for purposes of the FMLA, the employee shall be required to use their accrued paid sick leave to the extent permitted by the collective bargaining agreement and shall be allowed to use his/her accrued vacation, compensatory time and/or holiday time for the FMLA provided leave (up to twelve (12) weeks per year).
- C. The Village retains the right to develop, initiate and enforce appropriate operational policies for the management of sick leave benefits.
- D. Maternity leaves are given in accordance with this section and applicable law.

## SECTION SIX: Sickness in Family

An employee shall be entitled to use paid sick leave when there is a sickness or disability involving a member of his/her immediate family, as defined in Section 2, which requires the employee's personal care and attendance. This leave shall only be taken when requiring the employee to report for work would cause a serious hardship on the member of the family suffering from the illness or disability. No more than twenty-four (24) hours per year of accrued sick leave may be used for sickness in the family except as described below. In extraordinary circumstances the Chief of Police or his/her designee may, in his/her sole discretion, agree to grant an employee's request to use an additional\_sixteen (16) hours per year of accrued sick leave for the purpose of attending to the illness of a family member. The determination as to whether or not there exists a hardship shall be made by the Chief of Police or his/her designee.

## SECTION SEVEN: SICK LEAVE BUYBACK

Employees shall be eligible for good attendance incentive payments based on the number of sick

leave hours that the employee used during the preceding calendar year. Any sick leave taken pursuant to provisions contained in this Article will be counted as sick leave for purposes of the good attendance incentive payments. To be eligible, employees must have at least three (3) years of service. Eligible employees whose sick leave usage qualifies shall have the option to sell back-unused sick days as follows:

Number of sick hours Used as of 12/31	Number of sick hours that may be sold back
0 hours	48 hours
4 hours	44 hours
8 hours	40 hours
12 hours	36 hours
16 hours	16 hours
20 hours	12 hours
24 hours	8 hours
28 hours	- 4 hours
32 hours	4 0hours

Payments for unused sick hours will be made prior to February 1 of the following year at the straight time rate that was in effect on December 1 of the previous year. Employees who are at the maximum accrual of 240 days shall be permitted to sell-back sick hours from their current annual accrual so as to not diminish the number of sick hours they had previously accrued. (e.g. During 2008, an employee has or reaches the maximum accrual of 240 sick leave days. If the employee uses no sick leave during the next 12 months, the employee may sell-back 32 hours from the 2008 accrual and will continue to have 240 days of sick leave after the sell-back. If the same employee uses 12 hours of sick leave during 2008, the employee may sell-back 20 hours of sick leave and will continue to have 240 days of sick leave after the sell-back). In no instance shall this privilege afforded to employees who have reached the maximum accrual of sick leave result in the employee having at any time more than 240 days of sick leave available for use. This privilege is for the limited purpose of sick leave sell-back only.

## **ARTICLE 14 - VISITATION AND RECORD ACCESS**

### **SECTION ONE: Visitation by Association Representatives**

Authorized representatives of the National or State Fraternal Order of Police Labor Council shall be permitted to visit the Department during working hours to talk with employees of the Association and/or representatives of the Village concerning matters covered by this Agreement, provided that permission is obtained in advance from the Chief of Police or his designee and provided further that any such visit shall not disrupt or interfere in any way with Departmental operations.

### **SECTION TWO: Access to Records**

The Association or a representative shall have access to any records pertaining to a specific grievance, at reasonable times and upon reasonable notice to the Village, with the employee's written consent.

## **ARTICLE 15 - EMPLOYEE TESTING**

### **SECTION ONE: Statement of Village Policy**

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

### **SECTION TWO: Prohibitions**

Employees shall be prohibited from:

- A. Consuming or possessing alcohol, unless in accordance with their duties, or illegal drugs at any time during the work day or anywhere on any Village premises or job sites, including all Village buildings, properties, and vehicles (including the officer's personal vehicle while engaged in Village business in accordance with his duties;
- B. Illegally selling, purchasing or delivering any illegal drug during the work day or on the Village's premises;
- C. Being under the influence of alcohol or illegal drugs during the course of the work day;
- D. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

### **SECTION THREE: Drug and Alcohol Testing**

Where the Village has reasonable suspicion to believe that an employee is under the influence of alcohol or illegal drugs during the course of the work day, the Village shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. There shall be no random or unit-wide testing of employees, except random testing of an individual employee as authorized in Section Eight below.

### **SECTION FOUR: Order to Submit to Testing**

At the time an employee is ordered to submit to testing authorized by this Agreement, the Village shall provide the employee with a written notice of the order, setting forth the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. Such notice may consist of a check off list signed by supervisors certifying their reasonable suspicions. The employee shall be permitted to consult with a Representative of the Fraternal Order of Police at the time the order is given. No questioning of the employee shall be conducted without first affording the employee the right to F.O.P. representation and/or legal counsel. Refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he/she may have.

## SECTION FIVE: Tests to be Conducted

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

- A. 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);
- B. Insure that the laboratory or facility selected conforms to all NIDA standards;
- C. 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;
- D. Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee;
- E. Collect samples in such a manner as to insure a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample, except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable belief that the employee has attempted to compromise the accuracy of the testing procedure;
- F. Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- G. Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has been or is capable of being accredited by the National Institute of Drug Abuse (NIDA) of the employee's own choosing, at the employee's own expense; provided the employee notifies the Human Resources Director within seventy-two (72) hours of receiving the results of the tests and that the chain-of-custody for the transfer of such sample is confirmed by a neutral third party such as a licensed and bonded delivery service with an established system for certifying such deliveries;
- H. Require that the laboratory or hospital facility report to the Village 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 Village inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of tests administered), the Village will not use such information in any manner or forum adverse to the employee's interests;
- I. Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration 0.02 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive.
- J. Provide each employee tested with a copy of all information and reports received by the Village in connection with the testing and the results;
- K. Insure that no employee is the subject of any adverse employment action except temporary reassignment or relief from duty with pay during the dependency of any testing procedure. Any such temporary reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

## SECTION SIX: Right to Contest

The Association and/or the employee, with or without the Association, 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 test, 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 except as otherwise expressly stated in this Article 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. Employees retain any such rights as may exist and may pursue the same on their own discretion, with or without the assistance of the Association.

#### SECTION SEVEN: Voluntary Requests for Assistance

The Village shall take no adverse employment action against an employee who for the first time voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Village may require reassignment of the employee with pay if he is then unfit for duty in his current assignment. The Village shall make available through its Employee Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the Village, through whatever means, shall not be used in any manner adverse to the employee's interests, except reassignment as described above.

#### SECTION EIGHT: Discipline

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 all employees who for the first time voluntarily seek assistance with drug and/or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action by the Village. The foregoing is conditioned upon:

- A. The employee agreeing to appropriate treatment as determined by the substance abuse professional or physician(s) involved;
- B. The employee discontinues his/her use of illegal drugs or abuse of drugs or alcohol;
- C. The employee completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;
- D. The employee agrees to submit to random testing during hours of work during the period of "after-care".

Employees who do not agree to or do not act in accordance with 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 Village 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 at his/her option. The foregoing shall not limit the Village's right to discipline employees for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

#### ARTICLE 16 - LAY-OFF

Where there is an impending lay-off with respect to the employees in the bargaining unit, the Employer shall lay off in accordance with Chapter 24 of the Illinois Revised Statute.

No employee will be hired to perform or permitted to perform those duties normally performed by a sworn employee while any employee is on lay-off status.

Any employee who has been laid off shall be placed on the appropriate reinstatement list and shall be recalled on the basis of seniority in the police department.



## ARTICLE 17 - INSURANCE

### SECTION ONE: Health

The employee will receive the identical health insurance plan at the identical costs as other Village employees not covered by other labor contracts upon enrollment through December 31, 2019.

Effective January 1, 2004 and thereafter, employee contributions will increase by the percentage the costs of insurance increased, but in no event will that increase be more than 20% of the preceding year's contribution rates. Regardless, employees will pay the lowest contribution required of any Village employee. (e.g. maximum employee contribution for HMO ILLINOIS family during 2012 = \$212.54 based on \$177.12 [the employee-paid portion of the 2011 monthly premium] x 1.20 [representing the maximum 20% increase for employees].

The Association recognizes the Village's right regarding insurance programs under the preceding paragraph. However, in the event the Village proposes to change out-of-pocket costs, co-pays, or deductibles, the Village agrees to negotiate with the Association over the impact of said decisions provided that the Association delivers a written demand to negotiate the changes to the Director of Human Resources no later than thirty (30) days after its receipt of written notice of the changes from the Village.

The parties explicitly recognizes that the Village's decisions regarding insurance are not subject to the AIRP in Appendix "E", but that any impasses as a result of the impact bargaining are subject to arbitrations as provided in the AIRP.

To defray the cost of employee contributions, the Village agrees to provide a Section 125 Plan.

### SECTION TWO: Retiree Health Insurance

From the date of signing of this Agreement, employees who retire with twenty (20) years of service are eligible to participate, at their own expense, in the Village health insurance plan, provided that:

- A. Employees decide on or before the day of retirement if they will participate. If the employee's decision is not to participate, the employee may not participate at a later date.
- B. The total cost of the premium is paid by the employee.

Employees who have elected to participate in a health maintenance organization (HMO) or a preferred provider association (PPA) prior to their retirement shall have such health insurance policy conversion privileges as are provided by law. If any of the above provisions pertaining to participation or eligibility for participation by retirees in the Village health insurance plan should be superseded by law, applicable provisions of law shall control over contrary provisions of this Agreement.

### SECTION THREE: Life Insurance

The Village shall supply each full-time employee covered by the terms of this Agreement with \$ 50,000 of term life insurance and accidental death and dismemberment (AD&D) coverage. Employees may purchase additional term life and AD&D insurance at their own cost subject to approval by the life insurance carrier, and the method of funding shall remain the same as that presently in effect.

### SECTION FOUR: Post Employment Health Plan

~~Prior to June 1, 2003, the Employer shall establish a post-employment health plan (PEHP) through Nationwide Retirement or another mutually agreed provider. The annual contribution to PEHP shall be seven hundred fifty dollars (\$750) in 24 equal pay period deductions per employee. As of the date of an employee's retirement, the Employer shall contribute on behalf of the employee the value of all the employee's remaining accrued holiday time, vacation, compensatory time and sick leave buyback in lieu of paying the pensioner or deferred pensioner directly for the same.~~

~~In addition, as of the date of an employee's retirement, those employees with a balance of 1500 sick hours, the Employer shall contribute to the PEHP on behalf of the employee the value of 40 hours of unused sick hours.~~

~~Once each year of this Agreement, members may vote to determine the percentage of their wages that may be contributed to PEHP. Notice of vote must be given to the Village prior to November 15<sup>th</sup> of the preceding year of such contribution. Such reductions shall apply over the twenty four (24) pay periods of the following year. Calculations for salary for the following year will be as if no reduction occurred.~~

## **ARTICLE 18 - VACATIONS**

### **SECTION ONE: Vacation Entitlement**

Vacation time shall be calculated from the anniversary date of each employee. After one year of service, each employee shall be entitled to annual vacation in accordance with the following schedule:

From the completion of the 1<sup>st</sup> year through the completion of the 5<sup>th</sup> year – 2 weeks

From the beginning of the 6<sup>th</sup> year through the completion of the 12<sup>th</sup> year – 3 weeks

From the beginning of the 13<sup>th</sup> year through the completion of the 20<sup>th</sup> year – 4 weeks

From the beginning of the 21<sup>st</sup> year and thereafter - 5 weeks

### **SECTION TWO: Vacation Scheduling**

All employees shall be entitled to request by seniority in rank within units of assignment within the Police Department their vacation at any time during the calendar year. Vacations will be coordinated and approved by the Chief of Police or his designee to facilitate smooth operation and adequate coverage of the Department during vacation time.

Employees may at their option, select vacation in minimum increments of one (1) week.

Each vacation week of seven (7) days shall not include more than two (2) regular days off, although such regular days off may occur anywhere within the seven (7) day period. Those employees choosing to use vacation in increment of 3, 4 or 5 weeks shall be allowed to use compensatory time and/or holidays to extend the vacation to abut the next regularly scheduled days off. If because of Department scheduling, an employee has more than two (2) days off in a vacation week, the extra day or days may be taken as compensatory time off or added to the vacation period, at the discretion of the Shift Supervisor. Employees may select vacations to begin any day of the week.

Vacation selection may extend up to seven (7) days into the next calendar year.

Employees may select a block of five (5) or six (6) holidays to be used as additional vacation. Though such holiday vacations are not guaranteed due to department personnel requirements, reasonable efforts will be made to prevent cancellation of these vacations. Holiday selections may only be made after the regular vacation selections have been completed. After the initial holiday selections have been made, additional holiday picks will be allowed in blocks of two (2) days or more to fill in gaps in the vacation schedule.

For vacation earned under Article 18, Section One, employees will accrue vacation time as of the anniversary date prior to the calendar year in which the vacation is taken. (e.g. From the beginning of the 5<sup>th</sup> year to the end of the 5<sup>th</sup> year the employee accrues vacation at a rate of three [3] weeks per year.)

Vacation shall be accrued in the following manner:

From the date of hire through the completion of the 4<sup>th</sup> year – 4.308 hours per pay period;

From the beginning of the 5<sup>th</sup> year through the completion of the 11<sup>th</sup> year – 6.492 hours per pay period;

From the beginning of the 12<sup>th</sup> year through the completion of the 19<sup>th</sup> year – 8.615 hour per pay period;

From the beginning of the 20<sup>th</sup> year and thereafter – 10.769 hours per pay period.

If during the anniversary year in which an employee leaves employment with the Village, the employee takes more vacation time than he/she has accrued, the difference between the amount of vacation taken and accrued will be deducted from the employee's last paycheck.

Subject to the above, the Village current accrual process will continue.

### **ARTICLE 19 - CLOTHING ALLOWANCE**

Effective January 1, 2015, compensation for the maintenance of uniforms will be supplied at the following rates:

Uniformed Officers:	\$900.00
Plain Clothes Officers:	\$900.00

The uniform allowance will be paid out annually in two installments (\$450), the first pay period in February and the first pay period in July.

For those employees having a balance of \$1600.00 or less as of December 31, 2013, they will be allowed to carryover any balance for his/her uniform allowance for a one year period ending December 31, 2014.

Unused allotments shall be paid to the Employee's post-employment retirement health plan (PEHP) on or before February 1st of the following year or upon the date of retirement if sooner than February 1st of the following year. The parties agree that contributions to the PEHP for unused clothing allowance as stated in this paragraph will expire December 31, 2014 (to be paid to the PEHP on or before February 1, 2015).

Any major change or addition to the uniform as it is now worn by the Oak Park Police Department is to be paid for by the Village of Oak Park at the expense of the Village and is not to be deducted from the officer's uniform allowance. After the Department rescinds authorization for an optional uniform item, officers may continue to wear optional items they have already purchased for a period of two (2) years.

The Village will consult with the Association regarding authorized items of uniform apparel and approved suppliers.

The Village will provide bulletproof vests and replacement vest panels as recommended by the manufacturer at no cost to the employee.

### **ARTICLE 20 – HOLIDAYS –**

Employees receive the following holidays with pay:

Employee's Birthday	Personal Day (1)
Martin Luther King's Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Day
	National Police Memorial Day

Employees who work on any of the above holidays shall receive time and a half for each hour worked.

The following holidays may be required by the Department to be days off for employees assigned to the Detective Division, Youth, Community Policing and those employees assigned to administrative responsibilities:

New Year's Day  
Thanksgiving Day  
Christmas Day

A day off on each of the above holidays is in lieu of the (1) day off taken at another time during the year as provided above. Employees who are required to work one or more of the above holidays shall receive the additional compensation for each such holiday worked that is called for above, and shall not be docked the holiday.

The foregoing applies only to the Detective Division, Youth Division Community Policing and employees assigned to administrative positions. No other employee shall be required to take off holidays which are otherwise normally scheduled work days, nor shall the Department adjust normal work schedules to avoid scheduling employees to work on holidays.

Employees assigned to the Detective Division, Youth Division, Community Policing and employees assigned to administrative responsibilities who do not work on one of the 3 listed holidays due to vacation leave, excused absence or due to its falling on a normally scheduled day off, will not be docked a holiday.

For the purpose of the payment of compensatory time or additional pay for working on a holiday, holidays will be observed according to the following schedule:

Employee's birthday:	Actual birthday.
Martin Luther King's Day:	The third Monday in January.
President's Day:	The third Monday in February.
National Police Memorial Day	May 15
Memorial Day:	The last Monday in May.
Independence Day:	July 4.
Labor Day:	The first Monday in September.
Veteran's Day:	November 11.
Thanksgiving Day:	The fourth Thursday in November.
Christmas Eve:	December 24.
Christmas Day:	December 25.
New Year's Day:	January 1.

## **ARTICLE 21 - HOURS OF WORK AND OVERTIME**

### **SECTION ONE: Intent of Article**

This Article is intended to define the normal hours of work and to provide the basis for the calculation of overtime. It is not intended to be a guarantee of hours of work per day or work period, nor is it intended to establish a right to pay for time not worked except as specifically provided for in this Agreement.

### **SECTION TWO: Work Schedule**

Forty (40) hours of work shall constitute a normal workweek, consisting of such daily work schedules and assignments as may be determined from time to time by the Chief of Police.

### **SECTION THREE: Overtime**

Employees will be paid at the rate of one and one-half (1 1/2) times their regular hourly rate of pay for any work performed in excess of an employee's regularly scheduled eight (8) hour day or forty (40) hour work week.

The Village will not schedule or require employees to work short work weeks solely for the purpose of avoiding overtime obligations, nor will the Village change an employee's regular shift schedule or days off solely for the purpose of avoiding minimum court time guarantees.

#### SECTION FOUR: No Pyramiding

There shall be no pyramiding of overtime for the same hours worked and compensation shall not be paid more than once to the same employee for the same hours under any provision of this Agreement.

#### SECTION FIVE: Court Time

Employees (Lieutenant or Sergeant) who are required by the Village to be in court while off duty, where such time does not abut their scheduled duty hours or abuts their scheduled duty hours prior to their shift starting time, shall receive a guaranteed minimum of three (3) hours pay at one and one-half (1-1/2) times their regular straight-time hourly rate for in-town court time (including the court system in the Fourth District) and guaranteed minimum of four (4) hours pay at one and one-half (1-1/2) times their regular straight-time hourly rate for out-of-town court time. Court time which abuts employees' scheduled duty hours after their regular quitting time, or which are included within the employees' scheduled duty hours, shall be compensated at applicable straight-time or overtime hourly rate of pay.

### ARTICLE 21 : HOURS OF WORK AND OVERTIME

#### SECTION SIX: Compensatory Time

Employees are eligible to earn, in lieu of pay for overtime and court time, a total of up to two hundred eighty (280) hours as compensatory time off. Overtime and court time hours shall be banked at the rate of one and one-half (1-1/2) hours of compensatory time off for each overtime or court time hour. Compensatory time off shall be scheduled and used in accordance with Police Department rules and subject to approval of supervision. All compensatory time must be cashed in or used during the calendar year in which it was earned except that a maximum of seventy-five (75) hours of compensatory time off may be carried over in an employee's bank beyond October 1<sup>st</sup> of each year. Any amount greater than 75 seventy-five hours as of October 1 of any year shall be paid off at the employee's regular straight-time hourly rate at the end of the second pay period in November.

#### SECTION SEVEN: On-Call Hours

Employees assigned to standby duty will have the option of accepting four (4) hours pay at straight time or five (5) hours of compensatory time for each daily assignment. Notification shall be made in writing and notice given to the employee.

#### SECTION EIGHT: Acting Pay

Sergeants assigned temporarily as Watch Commanders shall receive compensation per eight (8) hour shift at the rate of one hour of overtime based on their regular hourly rate of pay (Regular Hourly Pay Rate X 1.5) or compensatory time off of 1.5 hours per eight (8) hour shift.

#### SECTION NINE: Adjusting Work Hours for Individual Employees

Upon at least three (3) days' notice, either at the start of a police period or during a police period, an employee's regular work hours may be changed to a different 8-hour period, provided that (a) the change is for the purpose of filling an identified operational need; (b) an attempt is first made to fill the need with a qualified volunteer; (c) the new shift to which the employee is assigned has specified constant starting and ending times; (d) the employee is not subjected to more than one completed change (i.e. from the employee's regular shift to his/her new shift and back again) in a 28-day tour of duty. Any change of hours without three (3) day's notice will result in an affected employee(s) receiving four (4) hours straight time pay over those hours worked, in pay or equivalent compensatory time.

### ARTICLE 22 - SALARIES

#### SECTION ONE: Salary Schedules

Lieutenants and Sergeants will be paid in accordance with the Salary Schedules attached hereto in

Appendix B.

SECTION TWO: Educational Incentive or Longevity Pay

Lieutenants and Sergeants will receive Educational Incentive Pay or Longevity Pay as reflected in Appendices B through D. Educational Incentive Pay and Longevity Pay are mutually exclusive.

**ARTICLE 23 - DUES DEDUCTION**

SECTION ONE: Dues Deduction

Upon receipt of a written and signed authorization form from an employee, the Employer shall deduct the amount of Association dues and initiation fee, if any, set forth in such form and any authorized increases therein, and shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council at the address designated by the Association in accordance with the laws of the State of Illinois. The Association shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date.

SECTION TWO: Dues

With respect to any employee on whose behalf the Employer receives written authorization in a form agreed upon by the Association 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 Association 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 Association. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Association during the fifteen (15) day period prior to the expiration of this Agreement.

SECTION THREE: Fair Share

Any member who is not in good standing shall be required to pay a Fair Share (not to exceed the amount of the Association member's share) of the cost of the collective bargaining process and contract administration, as certified by the Association to the Village. The Village shall deduct from the employee's wages the required Fair Share fee, including any past due amount, and shall submit same to the FOP Labor Council.

SECTION FOUR: Fair Share Objections

The Labor Council agrees to assume complete responsibility for insuring full compliance with the requirements laid down by the United States Supreme Court in *Chicago Teachers Union v. Hudson*, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee payers. Accordingly, the Labor Council agrees to do the following:

- A. Give timely notice to fair share fee payers of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.
- B. Advise fair share fee payers of an expeditious and impartial decision-making process whereby fair share fee payers can object to the amount of the fair share fee. The procedure established by the Illinois State Labor Relations Board is hereby declared to be the procedure for resolution of fair share fee objections. To the extent possible, objections shall be consolidated for the purposes of hearing.
- C. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payers to the amount of the fair share fee.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Labor Council with respect to fair share fee payers as set forth above shall not be subject

to the grievance and arbitration procedure set forth in this Agreement.

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

#### SECTION FIVE: Labor Council Indemnification

The Labor Council hereby indemnifies and agrees to hold the Village 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.

### **ARTICLE 24 - IMPASSE ARBITRATION**

All bargaining impasses shall be resolved in accordance with the procedures in Appendix "E".

### **ARTICLE 25 - 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 or ordinance from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

### **ARTICLE 26 - GENERAL PROVISIONS**

#### SECTION ONE: Line-of-Duty Death Acknowledgement

Officers killed in the line-of-duty shall have their duty badge issued to their surviving family and an exact duplicate shall be displayed in public. No officer shall be allowed or permitted to use the same badge number unless he/she is a surviving family member to the deceased officer.

#### SECTION TWO: Part-Time Police Officers

The Village shall not use part-time employees to perform police work.

#### SECTION FOUR: Economic Benefits and Work Practices

All economic benefits (i.e., forms of pay, paid time off, and fringe benefits) which have been conferred upon employees by the Village in the past as a matter of practice rather than by express provisions of the Agreement between the Village of Oak Park and the Fraternal Order of Police Labor Council representing the Lieutenants and Sergeants Association, hereinafter referred to as the Agreement, or any predecessor Agreement, and non-economic work practices (defined as established practices which are known to exist by officials at the highest levels of both parties, and which have been applied in a clear and consistent manner so as to give rise to an inference of mutual agreement) which are not set forth in the Agreement and are currently in effect shall continue and remain in effect for the term of the Agreement. No past practice, economic or non-economic, however, shall be construed so as to supersede or alter the plain meaning of the express provisions of the Agreement, nor shall this Section be deemed to restrict management rights as outlined in Article I of the Agreement.

## SECTION FIVE: Civil Service Rank

It is agreed and understood between the Village of Oak Park and the Oak Park Lieutenants and Sergeants Association that if lieutenants or sergeants are appointed to a non-civil service position (i.e., one not within the purview of the Oak Park Board of Fire and Police Commissioners), they shall revert to their civil service rank (lieutenant or sergeant) upon leaving or being removed from the position, unless they're discharged for cause from that position.

## **ARTICLE 27 - SHIFT ASSIGNMENTS**

### SECTION ONE: Annual Posting of Shift Schedule

On or before November 1st of each successive year, an annual shift schedule for the following year will be posted. The posted schedule will set forth the number of bargaining unit employees, by rank, which shall be assigned to all shifts to be worked during the following year, identifying which such assignments shall be worked on a rotational basis and which, if any, shall be permanent.

### SECTION TWO: Shift Bidding by Seniority

In the event the Employer establishes a permanent shift or shifts, bargaining unit employees shall have the right to bid for shift assignment(s) based upon their seniority (length of service) within a given rank.

### SECTION THREE: Bidding Procedure

Each year the Employer shall establish a date on which such permanent shift assignments shall be made, and bargaining unit employees may submit their shift bid in writing to the Employer's designated representative prior to the date on which assignments are made. Employees shall have the right to designate alternate shift choices in their bid (e.g. second choice, third choice, etc.) Employees who fail to submit their bid on or before the date for doing so may be assigned by the Employer to shift assignments remaining open after the bidding process is complete. Permanent shift assignments not filled by this bidding process shall be made by the Employer by assigning the least senior employee not already assigned to a permanent shift.

### SECTION FOUR: Permanent Shifts Becoming Available During the Year

Employees assigned to permanent shifts as a result of the bidding process shall remain in those assignments throughout the year. Employees who are so assigned as a result of being less senior shall have the right to move to other open positions/shifts as they become open (such as when a new officer is promoted to the rank of sergeant, the new least senior sergeant would be assigned to the position vacated by the former less senior sergeant). If any permanent shift position becomes available after the bidding process is complete (such as where the Employer establishes an additional permanent position or where an employee assigned to a permanent shift retires), notice of the position shall be posted for a period of twenty-one (21) calendar days. During the period of posting employees shall have the right to bid for such permanent position by the bidding process described in Section Three above. The Employer shall not be required to then post for bid any position vacated by the successful bidder for a position which has become available during the year until the next annual posting period.

### SECTION FIVE: Positions Exempt from Bidding

The following positions are exempt from the bidding process set forth in this Article: two (2) detective sergeants, the youth sergeant (1), the community policing sergeant (1), and the internal affairs sergeant (1) as provided hereafter. The internal affairs sergeant shall be exempt from bidding after the expiration of the current incumbent's three year term. Employees who accept these positions may be removed by the Chief of Police, with or without cause. All other positions shall be subject to the bidding process as set forth above.



## SECTION SIX: Temporary Assignments

Special or unique circumstances or conditions may arise which the Chief of Police determines to address by making a temporary assignment of a bargaining unit employee. In such cases, the Chief of Police shall post a notice in a conspicuous location of such temporary assignment stating the nature of the work to be performed as well as the knowledge, skills, abilities and qualifications required to perform the assignment, and the estimated length of the assignment. Interested and qualified employees shall submit in writing to the Chief of Police a resume or summary of his or her qualifications for the temporary assignment in the time period stated on the notice. The Chief of Police shall designate from the interested employees the most senior employee determined to be most qualified for the temporary assignment. In the event such temporary assignment extends beyond ninety (90) days, the Association may provide written input to the Chief of Police concerning the temporary assignment and selection process. Temporary assignments may not extend beyond twelve months without agreement between Village and the Association

## **ARTICLE 28 - CALL-BACK**

### SECTION ONE: Types of Call-Back

When it is necessary to call back Sergeants/Lieutenants the following procedures shall apply:

There shall be two types of call-back, those which are anticipated and those which are not. For purposes of this Article:

- A. An anticipated call-back is an eight-hour shift which is not filled, and in the opinion of the Chief needs to be filled, and the vacancy is known or should be known to the Department at least five days in advance.
- B. An unanticipated call-back is any other eight-hour shift or portion thereof which needs to be filled and comes to the attention of the Department with less than five days notice.

### SECTION TWO: Anticipated Call-Back

Prior to completing each monthly schedule, the Department shall post all anticipated call-backs for a period of not less than five days. During those five days, Sergeants and Lieutenants may volunteer for a call-back(s) by notifying in writing the Commander of the affected shift. At the expiration of the five day period, the call-back shall be filled according to seniority and that Sergeant/Lieutenant's name will be moved to the bottom of the rotating seniority list.

### SECTION THREE: Unanticipated Call-Back

When it is necessary to call-back sergeants/lieutenants, or when the anticipated call-back procedure produces no volunteers, the following procedure shall apply:

- A. The Employer shall contact Sergeants/Lieutenants from the rotating seniority list to fill the call-back. Once the call-back is accepted, the accepting Sergeant/Lieutenant's name shall be moved to the bottom of the list. When time constraints make it impractical to use the rotating call-back list, the Department may offer the call-back to those Sergeants/Lieutenants currently on duty. Where more than one (1) on-duty Sergeant/Lieutenant volunteers for the call-back, their position on the rotating seniority list shall prevail.
- B. If no employee volunteers, or when time constraints make it impractical to use the rotating call-back seniority list, the Department may at its option:
  - 1. Require on-duty Sergeants/Lieutenants, in reverse order of seniority, to stay and work one-half or all of the call-back shift; and/or
  - 2. Require Sergeants/Lieutenants in reverse order of seniority, from the next scheduled shift to report to work early and work one-half of or all of the call-back shift.

3. Any Sergeant/Lieutenant on the affected shift or the following shift already working a call-back shall not be required to work any portion of an unanticipated call-back.
4. Sergeants/Lieutenants required to work call-back shall be compensated at the rate of one and one-half times their hourly rate of pay for all hours of the call-back.
5. When a Sergeant/Lieutenant volunteers to work an unanticipated call-back, his or her name shall be moved to the bottom of the call-back list.

Sergeants/Lieutenants called back to work while off duty after having completed their assigned work shall receive a minimum of three (3) hours compensation, or actual time, whichever is greater, at one and one-half (1-1/2) times the employee's straight-time hourly rate of pay. This section shall not apply to holdovers.

It is the responsibility of the Association to provide the Department with a seniority list and contact numbers for those Sergeants/Lieutenants wishing to be contacted for unanticipated call-back.

"Seniority" shall have the meaning set forth in Article 10, Section 2 of this Agreement.

#### **SIGNATURE PAGE**

**THIS AGREEMENT EXECUTED** this \_\_\_\_ day of June, 2014 after receiving approval of the President and Board of Trustees of the Village of Oak Park and proper ratification by Association members.

#### **THE VILLAGE OF OAK PARK**

**Cara Pavlicek  
Village Manager**

#### **ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL LIEUTENANTS & SERGEANTS ASSOCIATION**

**Sergeant Thomas Dransoff  
President of the Lieutenants and Sergeants Association**

**Kimkea Harris, Attorney, Illinois Fraternal Order of Police  
Labor Council Representative**

## APPENDIX "A"

### LIEUTENANTS AND SERGEANTS BILL OF RIGHTS

SECTION ONE: For the purposes of this Article, unless clearly required otherwise, the terms defined in this Section have the meaning ascribed herein:

- A. "Informal Inquiry" means a meeting by supervisory or command personnel with an employee upon whom an allegation of misconduct has come to the attention of such supervisory or command personnel, the purpose of which meeting is to mediate a citizen complaint or discuss the facts to determine whether a formal investigation should be commenced.
- B. "Formal Investigation" means the process of investigation ordered by a commanding employee during which the questioning of an employee is intended to gather evidence of misconduct which may be the basis for filing charges seeking his or her removal, discharge or suspension in excess of three (3) days.
- C. "Interrogation" means the questioning of an employee pursuant to the formal investigation procedures of the Oak Park Police Department in connection with an alleged violation of the Oak Park Police Department's rules which may be the basis for filing charges seeking his or her suspension, removal, or discharge. The term does not include questioning (1) as part of an informal inquiry or (2) relating to minor infractions of agency rules which may be noted on the employee's record but which may not in themselves result in removal, discharge or suspension in excess of three (3) days.
- D. "Administrative proceeding" means any non-judicial hearing which is authorized to recommend, approve or order the suspension, removal or discharge of an employee.

SECTION TWO: No Lieutenant or Sergeant shall be required or compelled to cooperate in any interrogation or interview designed to gather evidence of misconduct which may be the basis for filing charges seeking his removal, discharge, or suspension unless the following procedures are followed. Nothing in this Article, however, shall be construed to require that the following procedures be used in connection with an "informal inquiry"; moreover, this Article does not preclude or usurp the legitimate function of the command employee or limit those items under management rights.

- A. The interrogation shall be conducted at a reasonable hour, preferably at a time when the employee is on duty;
- B. The interrogation shall take place at the office of command of the investigating employee, when possible;
- C. The employee under investigation shall be informed of the name, rank and command of the employee in charge of the investigation, the interrogating employee, and all persons present during the interrogation. All questions directed to the employee under interrogation shall be asked by and through not more than two interrogators;
- D. The employee under investigation shall be informed in writing of the nature of the complaint and of the names of all complainants, including outside complainants, prior to any interrogations. The names of witnesses, other than complainants, may be withheld at this time but must be provided to the employee at the time he is formally charged or the matter is brought before the Oak Park Board of Fire and Police Commissioners. Should any outside complainant fail to appear at the disciplinary hearing conducted by the Office of the Chief of Police, the complaint will be dismissed. If evidence of a violation exists without an outside complainant, based on the investigation, the hearing shall be conducted. The disciplinary hearing at the Office of the Chief of Police shall be held not less than seven (7) days nor more than thirty (30) days after written notification has been sent, which period may be extended by reasonable requests for continuance by either the employee or the investigating employee;

- E. No employee shall be interrogated without first being advised in writing that admissions made in the course of the interrogation may be used as evidence of misconduct or as the basis for charges seeking suspension, removal or discharge; and without first being advised in writing that he or she has the right to counsel of his or her choosing who may be present to advise him or her at any stage of any interrogation. A representative of the bargaining unit shall be present during the interrogation unless waived by the employee being interrogated.
- F. The employee under investigation shall have the right to be represented by counsel of his or her choosing and may request counsel at any time before or during interrogation. When such request is made, no interrogation shall proceed until reasonable time and opportunity is provided the employee to obtain counsel.

A representative of the collective bargaining unit may be present during the interrogation unless waived by the employee being interrogated;
- G. Interrogating sessions shall be for reasonable periods and shall be timed to allow for personal necessities and rest periods as are reasonably necessary;
- H. The employee being interrogated shall not be subjected to professional or personal abuse, including offensive language;
- I. Admissions or confessions obtained during the course of any interrogation not conducted in accordance with this Article may not be utilized in any subsequent disciplinary proceeding against the employee.
- J. A complete record transcribed by a tape recording shall be kept of the complete interrogation of an employee including identifying all recess periods. A copy of the record shall be available to the employee or his counsel upon written request to the official counsel of the Village;
- K. The rights of employees in disciplinary procedures set forth under this Article shall not diminish the rights and privileges of employees that are guaranteed to all citizens by the Constitution and the laws of the United States and the State of Illinois;
- L. If any employee under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he shall be completely informed of all his rights prior to the commencement of the interrogation;
- M. No State Statute shall be abridged nor shall the Village of Oak Park adopt any regulation which prohibits the right of any employee to bring suit arising out of his duties as an employee, providing that when an employee files suit, that the employee notifies the Chief of Police of his intention to do so;
- N. The Village of Oak Park shall not insert any adverse material into any file of an employee, covered by the terms of this Agreement, unless the employee has an opportunity to review and receive a copy of said material in writing regarding the adverse materials and to insert a written reply to such adverse material, if he so desires;
- O. No public statement or release of any photograph shall be made by the Village or employee prior to a decision being rendered by the Board of Fire and Police Commissioners, and no public statement shall be made if the employee is found innocent unless the employee requests a public statement;
- P. No employee shall be compelled to speak or testify before, or be questioned by, any non-governmental agency. The Department may not employ as an investigative aide any polygraph examination or any other form of lie detection device or equipment.

SECTION THREE: No employee shall be discharged, disciplined, demoted, denied promotion or seniority, transferred, reassigned or otherwise discriminated against in regard to his or her employment, or be threatened with any such treatment as retaliation of or by reason of his or her exercise of the rights granted by this Article.

SECTION FOUR: No employee shall be required or requested to disclose any item of his property, income, assets, source of income (except from secondary employment), debts, or personal or domestic expenditures unless such information is necessary in an investigation and there exists a conflict of interest with respect to the performance of his official duties, or unless such disclosure is required by law.

SECTION FIVE: If the investigation or interrogation of an employee results in the recommendation of some action, such as demotion, transfer, dismissal, loss of pay, reassignment, or similar action which could or would be considered a punitive measure, before taking such action, the Village shall follow the procedures set forth by the Village of Oak Park Fire and Police Commission Rules and Regulations.

SECTION SIX: If an employee covered by this Agreement is charged by indictment or complaint to have violated any provisions of the Criminal Code of Illinois or any Statute of the United States, he shall be entitled to his wages and other economic benefits provided for in this Agreement until such time as formal charges filed by the Village with the Board of Fire and Police Commissioners are decided.

SECTION SEVEN: No employee shall be disciplined without just cause.

SECTION EIGHT: The Village agrees it will approach the States Attorneys Office to file criminal charges against a citizen who makes a false allegation of serious misconduct against an officer (e.g. charges that are damaging to an officer's reputation).

SECTION NINE: Lieutenants and Sergeants only may be disciplined by an admonishment or written reprimand for conduct defined as a less serious transgression. This provision does not preclude the initiation of an internal affairs number or a finding and recommendation of "violation noted no disciplinary action" for the same. For alleged violations of 'failure to perform assigned tasks' and 'inattention to duty' in the Department's summary punishment policy, an internal affairs number will be assigned.

**APPENDIX B –ANNUALIZED SALARY SCHEDULES FOR 2017, 2018, 2019**

(\*) Bi-weekly calculation based on 26 pay periods

<b>EFFECTIVE 01/01/2017</b>	<b>SERGEANTS</b>				
	<b>Effective January 1, 2017 (2.5%)</b>				
		<b>Bi-weekly*</b>	<b>Annual</b>	<b>Monthly</b>	<b>Hourly</b>
	<b>36PE</b>	\$3,707.73	\$96,400.88	\$8,033.41	\$46.35
<b>36PF</b>	\$3,786.61	\$98,451.97	\$8,204.33	\$47.33	
<b>36PG</b>	\$3,944.39	\$102,554.13	\$8,546.18	\$49.30	
<b>36PH</b>	\$4,131.23	\$107,411.96	\$8,951.00	\$51.64	
Upon 10 Years	\$4,266.17	\$110,920.40	\$9,243.37	\$53.33	
Upon 15 Years	\$4,307.69	\$111,999.91	\$9,333.33	\$53.85	
<b>LIEUTENANTS</b>					
<b>Effective January 1, 2017 for PF, PG, PH (0%)</b>					
	<b>Bi-weekly</b>	<b>Annual</b>	<b>Monthly</b>	<b>Hourly</b>	
<b>38PF</b>	\$4,062.46	\$105,623.77	\$8,801.98	\$50.7806	
<b>38PG</b>	\$4,229.46	\$109,965.95	\$9,163.83	\$52.8682	
<b>38PH</b>	\$4,402.11	\$114,454.76	\$9,537.90	\$55.0263	

<b>EFFECTIVE 01/01/2018</b>	<b>SERGEANTS</b>				
	<b>Effective January 1, 2018 (2.5%)</b>				
		<b>Bi-weekly*</b>	<b>Annual</b>	<b>Monthly</b>	<b>Hourly</b>
	<b>36PE</b>	\$3,800.42	\$98,810.90	\$8,234.24	\$47.51
<b>36PF</b>	\$3,881.28	\$100,913.27	\$8,409.44	\$48.52	
<b>36PG</b>	\$4,043.00	\$105,117.98	\$8,759.83	\$50.54	
<b>36PH</b>	\$4,234.51	\$110,097.26	\$9,174.77	\$52.93	
Upon 10 Years	\$4,372.82	\$113,693.41	\$9,474.45	\$54.66	
Upon 15 Years	\$4,415.38	\$114,799.90	\$9,566.66	\$55.19	
<b>LIEUTENANTS</b>					
<b>Effective January 1, 2018 for 38PF, PG &amp; PH (0%)</b>					
	<b>Bi-weekly</b>	<b>Annual</b>	<b>Monthly</b>	<b>Hourly</b>	
<b>38PF</b>	\$4,062.46	\$105,623.77	\$8,801.98	\$50.7806	
<b>38PG</b>	\$4,229.46	\$109,965.95	\$9,163.83	\$52.8682	
<b>38PH</b>	\$4,402.11	\$114,454.76	\$9,537.90	\$55.0263	

<b>EFFECTIVE 01/01/2019</b>	<b>SERGEANTS</b>				
	<b>Effective January 1, 2019 (2.5%)</b>				
		<b>Bi-weekly*</b>	<b>Annual</b>	<b>Monthly</b>	<b>Hourly</b>
	<b>36PE</b>	\$3,895.43	\$101,281.18	\$8,440.10	\$48.69
<b>36PF</b>	\$3,978.31	\$103,436.10	\$8,619.67	\$49.73	
<b>36PG</b>	\$4,144.07	\$107,745.93	\$8,978.83	\$51.80	
<b>36PH</b>	\$4,340.37	\$112,849.69	\$9,404.14	\$54.25	
Upon 10 Years	\$4,482.14	\$116,535.74	\$9,711.31	\$56.03	
Upon 15 Years	\$4,525.77	\$117,669.90	\$9,805.83	\$56.57	
<b>LIEUTENANTS</b>					
<b>Effective January 1, 2019 for 38PF, PG &amp; PH (0%)</b>					
	<b>Bi-weekly</b>	<b>Annual</b>	<b>Monthly</b>	<b>Hourly</b>	
<b>38PF</b>	\$4,062.46	\$105,623.77	\$8,801.98	\$50.7806	
<b>38PG</b>	\$4,229.46	\$109,965.95	\$9,163.83	\$52.8682	
<b>38PH</b>	\$4,402.11	\$114,454.76	\$9,537.90	\$55.0263	

## **APPENDIX "C"**

### **EDUCATIONAL INCENTIVES**

After completion of eighteen (18) months continuous service, monthly payments will be authorized to those command officers (Lieutenants and Sergeants) who have exhibited evidence of successful completion (minimum grade "C") of approved college courses in accordance with the following schedule:

Upon attainment of a Bachelor's Degree = Annual Lump Payment of \$2100

Upon attainment of a Master's Degree = Annual Lump Payment of \$2300

The Educational Incentive payment is not added to base but instead an annual lump sum payment paid out annually in December of each contract year. Employees who retire mid-year or attain their degree mid-year, will receive the Education Incentive payment pro-rated. Effective upon ratification of this agreement for those employees who are currently receiving the Educational Incentive, the Village will make the December payment less any educational or longevity payment previously received in 2014.

Employees also shall be eligible for tuition reimbursement pursuant to the Village's policy in effect as of January 1, 2006, subject to the following:

- (a) Employees must receive a grade of "B" or better in order to be reimbursed;
- (b) The reimbursement rate shall be the rate charged for courses at the University of Illinois-Chicago;
- (c) The costs of books and fees shall be eligible for reimbursement together with tuition costs;
- (d) Courses to be reimbursed, in addition to those eligible pursuant to the Village's policy) shall include any course required or taken in order to complete degree requirements in a law enforcement or management related field, as well as any individual courses taken that are related to law enforcement and/or management.
- (e) Disputes regarding reimbursement are subject to the grievance and arbitration procedure of this Agreement.

**APPENDIX "D"**

**LONGEVITY PAY FOR COMMAND OFFICERS**

In lieu of the educational incentives outlined in Appendix C, the Village of Oak Park agrees to pay the Police Command Officer (Lieutenant or Sergeant) who completes five (5) consecutive years of service a longevity step of \$75.00 per month through December 31, 2008.

In lieu of the educational incentives outlined in Appendix C, the Village of Oak Park agrees to pay the Police Command Officer who completes ten (10) consecutive years of service a longevity step of \$95.00 per month.

In lieu of the education incentives outlined in Appendix C, the Village agrees to pay the Police Lieutenant or Sergeant employees who completes fifteen (15) consecutive years of service a longevity step of \$115.00 per month.

In lieu of the educational incentives outlined in Appendix C, the Village agrees to pay the Sergeant or Lieutenant who completes twenty (20) consecutive years of service a longevity step of \$140.00 per month.

The maximum longevity pay allowable shall be \$140.00 per month. Longevity pay shall be effective on the beginning of the pay period immediately following the anniversary date of employment.

The parties recognize and agree that longevity pay will phase out because new employees will be required to meet minimum educational requirements. Accordingly, longevity pay is applicable only to employees hired prior to July 11, 1997.



## APPENDIX "E"

### ALTERNATIVE IMPASSE RESOLUTION AGREEMENT

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

**NOW THEREFORE**, based on the mutual benefits and consideration set forth herein, the receipt and sufficiency of which for each party is hereby acknowledged, the Employer and the Association agree to the following Alternative Impasse Resolution Procedure:

- (1) Authority for Agreement: The parties agree that the statutory authority for this Agreement is sub-section 1614(p) of the Act. The parties intend the provisions of this Agreement to represent and constitute an agreement to submit to an alternative form of impasse resolution any unresolved disputes concerning wages, hours, and terms and conditions of employment of the employees represented by the Association that are subject to the parties' negotiations for a successor agreement, the provisions of which are set forth herein.
- (2) Selection of Arbitrator and Naming of Panel: The parties agree that should it become necessary to submit their unresolved disputes in negotiations to arbitration pursuant to sub-section 1614, they will engage in the arbitration of impasse procedures described in the Act and the Rules and Regulations of the Illinois Labor Relations Board (hereinafter "the Board"), subject to the following:
  - (a) Service of Demand for Mediation: The Employer agrees that any Demand for Mediation filed by the Association and served on the Employer prior to the commencement of the Employer's fiscal year in January 1, 2014, shall be deemed to be a proper and timely demand as provided in the Act and the Rules and Regulations of the Board; further, that arbitration proceedings under the Act and those Rules and Regulations shall be deemed to have been initiated and commenced on the date of service and filing of the Demand for Mediation;
  - (b) Arbitrator Selection Process: The parties agree that notwithstanding the filing and service of any Demand for Mediation by either the Association or the Employer, the selection of an arbitrator shall be delayed until such time as either party serves on the representative of the other, in writing by certified mail, a Demand that the arbitrator selection process be commenced, provided that they have engaged in mediation. It is further agreed that:
    - (i) During this period of delay, the parties agree to continue good faith collective bargaining, including utilizing the services of the Federal Mediation and Conciliation Service should an impasse be reached;
    - (ii) Within seven (7) days of the receipt by the other party of the written Demand that selection of an arbitrator begin, the representatives of the parties shall meet and attempt to mutually agree upon an arbitrator;
    - (iii) In absence of an agreement on a neutral arbitrator, the parties shall file a joint request with the Federal Mediation and Conciliation Service for a panel of seven (7) arbitrators from which the parties shall select a neutral arbitrator. The parties agree to request the FMCS to limit the panel to members of the National Academy of Arbitrators. Both the employer and the Association shall have the right to reject one panel in its entirety within seven (7) calendar days of receipt and request that a new panel be submitted. The parties agree to engage in an alternate striking process to determine who shall be the arbitrator. The order of striking shall be determined by a coin toss, with the loser striking first. In the event that the arbitrator selected is unwilling or unable to serve, the parties shall request a new list from FMCS and commence the selection process anew.
    - (iv) The parties shall jointly communicate and coordinate all remaining aspects of the arbitration (including but not limited to the appointment of delegates to the arbitration

panel, the scheduling of hearings, requests for issuance of subpoenas and the submission of post-hearing briefs) directly with the neutral arbitrator in the manner prescribed in the Act and the Rules and Regulations of the Board, unless modified by this Alternative Impasse Resolution Agreement.

- (c) Issues in Dispute and Final Offers: Within twenty-one (21) calendar days prior to the commencement of the hearing, the representatives of the parties shall meet and develop a written list of those issues that remain in dispute. The representatives shall prepare a Stipulation of Issues in Dispute for each party to then execute and for submission at the beginning of the arbitration hearing. The parties agree that only those issues listed in the Stipulation shall be submitted to the arbitrator for decision and award. It is further agreed that:
- (i) Each party retains the right to object to any issue on the ground that the same constitutes a non-mandatory subject of bargaining and/or is an issue on which; the arbitrator has no authority to issue an award. Should any disputes arise as to whether a subject is a mandatory subject of bargaining, either party may file a petition with the Board's General Counsel for a declaratory ruling after serving or receiving notice that it regards a particular issue to be a non-mandatory subject of bargaining;
  - (ii) Not less than seven (7) calendar days prior to the date when the first day the arbitration hearings are scheduled to commence, the representatives of the parties shall simultaneously exchange in person their respective written final offers as to each issue in dispute as shown on the Stipulation of Issues in Dispute. The foregoing shall not preclude the parties from mutually agreeing to modify final offers or from mutually agreeing to resolve any or all of the issues identified as being in dispute through further collective bargaining.
- (d) Authority and Jurisdiction of Arbitrator: The parties agree that the neutral arbitrator shall not function as a mediator unless mutually agreed by the Employer and the Association. The arbitrator selected and appointed to resolve any disputes that may exist in the negotiations for an agreement shall have the express authority and jurisdiction to award increases or decreases in wages and all other forms of compensation retroactive to January 1, 2014, notwithstanding any delay in the arbitrator selection process that may have occurred or any other modification of the Impasse procedure described in the Act and the Rules and Regulations of the Board as a result of this Agreement. Provided that one party has served on the other a timely Demand for Mediation in accordance with the provisions of Section 2(a) above, each party expressly waives and agrees not to assert any defense, right or claim that the arbitrator lacks the jurisdiction and authority to make such a retroactive award of increased or decreased wages and/or other forms of compensation.
- (e) Discretion and Judgment of Arbitrator: The parties do not intend by this Agreement to predetermine or stipulate whether any award of increased or decreased wages or other forms of compensation should in fact be retroactive to January 1, 2014, but rather intend to insure that the arbitrator has the jurisdiction and authority to so award retroactive increases or decreases, provided a timely Demand for Mediation has been submitted by one party, should he in his discretion and judgment believe such an award is appropriate.
- (f) Conduct of Hearings: The parties agree that all arbitration hearings shall be conducted as follows:
- (i) Hearings shall be held in or near Oak Park, Illinois, at a mutually agreed location. Hearings may be conducted elsewhere by written mutual agreement;
  - (ii) The hearings shall begin, if possible and unless otherwise agreed, within thirty (30) days of the notification that the arbitrator selected has accepted the appointment to serve as the neutral arbitrator. The parties, by mutual written agreement, may agree to delay the date of the first hearing for a period up to ninety (90) days. The hearings shall be scheduled on mutually agreed dates, subject to the reasonable availability of the arbitrator and the representatives of the parties and shall be concluded within thirty (30)

days of the date of the first hearing. There shall be no reply briefs;

- (iii) The party requesting arbitration shall proceed with the presentation of its case first, followed by the non-requesting party. Each party shall have the right to submit rebuttal evidence and testimony, as well as to submit a post-hearing brief. Post-hearing briefs shall be simultaneously submitted directly to the arbitrator, with a copy sent to the opposing party's representative by the arbitrator, within thirty (30) calendar days of the conclusion of the hearing;
  - (iv) The arbitrator's decision and award shall be issued in writing directly to each party's representative within thirty (30) days of the close of hearings or the submission of post-hearing briefs, whichever is later;
  - (v) A mutually agreed court reporting service shall record and transcribe the hearings. The costs of the neutral arbitrator, as well as the costs of the court reporting service and a copy of the transcript for the arbitrator shall be divided equally. Each party shall be responsible for purchasing its own copy of the transcript and for compensating its own witnesses and representatives.
- (3) Time Limits: The parties agree that any time limits, regardless of whether they are set forth in this Alternative Impasse Resolution Procedure, in the Act, or in the Rules and Regulations of the Board, may be extended by mutual written agreement.
- (4) Remaining Provisions of Sub-section 1614: Except as expressly provided in this Agreement, the parties agree that provisions of sub-section 1614 of the Act and the Rules and Regulations of the Board shall govern the resolution of any bargaining impasse and any arbitration proceedings that may occur. To the extent there is any conflict between the provisions of this Agreement and sub-section 1614 and/or the Rules and Regulations of the Board, it is the parties' expressed intent that the provisions of this Agreement shall prevail.
- (5) Recitals Incorporated: The parties agree that the recitals at the beginning of this Agreement represent essential elements of the understandings of the parties, and that the same are hereby incorporated as part of this Agreement.
- (6) Authority of Representative: The representatives of the parties signing below warrant to each other that they have been duly authorized to enter into this Agreement by the governing body of the Employer and the membership of the bargaining unit, respectively, and that all necessary steps have been taken to insure that the terms of this Agreement will be binding on the Employer and the Association.

**END OF CONTRACT**