

ILLINOIS FOP  
LABOR COUNCIL

and

VILLAGE OF OAK PARK

Patrol Officers

AGREEMENT  
BETWEEN  
THE VILLAGE OF OAK PARK  
AND  
THE FRATERNAL ORDER OF POLICE  
OAK PARK LODGE #8, INC.

AND

THE ILLINOIS F.O.P. LABOR COUNCIL

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JANUARY 1, ~~2018~~ 2021 – DECEMBER 31, ~~2020-2023~~

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## **ARTICLE 1**

This Agreement entered into as of this day of December 5, 2022 by the Village of Oak Park, Illinois, (hereinafter referred to as the "Village"), and the Fraternal Order of Police, Oak Park Lodge #8, (hereinafter referred to as the "Lodge") and the Illinois Fraternal Order of Police Labor Council.

### **WITNESSETH**

WHEREAS, a majority of the Patrol Officers in the Oak Park Police Department have duly designated the Lodge as their exclusive representative for the purpose of negotiations in respect to rates of pay, wages, hours of employment, and other conditions of employment; and

WHEREAS, the Village, on the basis of such determination, agrees to recognize the Lodge in the manner and for the purposes herein described; and

WHEREAS, by such recognition and negotiations, the parties hereto intend to establish and promote mutual harmonious understanding and cooperative relationships within the Police Department; and

WHEREAS, it is recognized that the equitable resolution of differences and issues which may arise from time to time must inevitably promote high standards of morale and intra-departmental efficiency and effectiveness;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do mutually covenant and agree as follows:

## **ARTICLE 2 RECOGNITION**

The Village hereby recognizes the Lodge as the sole and exclusive representative of all the Patrol Officers employed by the Village for the purpose of negotiations in respect to wages, hours of employment and other terms, and conditions of employment. Excluded from this agreement are sergeants, lieutenants, communications operators, crossing guards, community service officers, commanders, deputy chiefs, chief and other management, supervisory and civilian personnel within the Police Department.

### **DURATION**

#### **SECTION ONE: Term of Agreement**

This Agreement and its provisions shall be made effective on January 1, 2021 and continue in full force and effect until and including December 31, 2023. 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.

#### **SECTION TWO: Notice of Desire to Bargain**

Should either party desire to enter into bargaining and negotiations as permitted by the Illinois Public Labor Relations Act, either may deliver to the other a Notice to that effect, not earlier than one hundred twenty (120) days, but not less than sixty (60) days, prior to the expiration date set forth in Section One of this Article; however, nothing herein shall preclude commencing negotiations by mutual agreement by September 1st of any year. The parties further agree to use the impasse procedures referred to in Article 9 herein to resolve any bargaining impasse that may arise.

### **ARTICLE 3 COLLECTIVE BARGAINING**

#### **SECTION ONE: Negotiations**

The Village or its designated representative agrees to meet with and negotiate with a committee representing the Lodge for the purpose of negotiating and executing a new Agreement covering wages, rates of pay, hours, and other terms and conditions of employment. Such negotiations shall be participated in by the parties to the end that a full formal Agreement is adopted and effectuated within a reasonable period of time.

#### **SECTION TWO: Lodge Executive Board**

The Lodge may create a compensatory time pool, not to exceed one hundred (100) hours per year, which Lodge Executive board members or their designees can use to attend Lodge meetings during hours which otherwise would be regular working hours. Upon certification from the Lodge, the Village will deduct a uniform amount of compensatory time (not to exceed one (1) hour per officer per year) from the compensatory time bank of each officer in the bargaining unit who consents in writing to such deduction and shall transfer such time to the pool. Upon reasonable advance notice to and receiving permission from their immediate supervisors, which permission will not be unreasonably denied, Executive Board members or their designees will be given reasonable time off during regular working hours to attend Lodge meetings, which time shall be charged to the pool until the available time in the pool is exhausted.

### **ARTICLE 4 LODGE SECURITY/DUES DEDUCTIONS**

#### **SECTION ONE: Union Presentation at Orientation**

The Village shall grant the Union, or a duly authorized Union Representative, an opportunity during the department registration of new officers to present the benefits of membership in the Union. If the Union is unable to attend the department registration, upon mutual consent of both parties, the Village and the Union may arrange for an alternate time. This privilege is subject to being discontinued in the event that a labor organization other than the Union should seek or claim



to represent a majority of the officers in the bargaining unit or should demand "equal time" at departmental orientations.

### **SECTION TWO: Dues Deduction**

During the term of this Agreement the Village will deduct from each employee's paycheck, for the first two payroll payment periods each month the uniform, regular monthly Union dues certified by an agent of the Union for each employee in the bargaining unit who has filed with the Village a lawfully written authorization form (Appendix B).

The actual dues amount deducted, as determined by the Union, shall be uniform for each employee in order to ease the Village's burden in administering this provision. The Union may change the fixed uniform dollar amount once each year during the life of this Agreement by giving the Village Manager at least thirty (30) days written notice of any change in the amount of the uniform dues to be deducted. Dues shall be remitted to the Union, along with a list of the employees' names from whom deductions have been made, at the address designated by the Union within 15 days after each payroll period.

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

### **SECTION THREE: Indemnification**

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

## **ARTICLE 5 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**

Whenever the masculine pronoun is used in this Agreement, it shall also be deemed to include the feminine, unless the context clearly requires otherwise.

### **SECTION THREE: Lodge Membership**

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

## **ARTICLE 6 MANAGEMENT RIGHTS**

The Village shall retain the sole right and authority to operate the affairs of the Village and all departments for which Lodge 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. However, this Article shall not be restricted by Article 23.

## **ARTICLE 7 NO STRIKE OR LOCKOUT**

The Lodge, its officers and agents, and the employees covered by the terms of this Agreement, agree not to engage in any strike, slowdown, concerted stoppage of work or any other intentional interruption of Village operations during the term of this Agreement. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined in accordance with the procedures set forth in the Rules and Regulations as adopted by the Board of Fire and Police Commissioners of the Village of Oak Park, Illinois, as amended on July 17, 2006. The Village will not lock out any employee(s) covered by this Agreement during the term of this Agreement as a result of a labor dispute with the Lodge.

## **ARTICLE 8 GRIEVANCE PROCEDURES**

### **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 Lodge or any member covered under this Agreement and the Village. Therefore, 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. A "grievance" shall also mean the written allegation by the Lodge, that the Village has violated an express provision or

term of this Agreement, provided that at least one of the signatories of the grievance on behalf of the Lodge has been personally affected by the alleged violation.

The term "grievant" shall mean any employee covered by this Agreement, or the Lodge on behalf of all employees in the bargaining unit, who has filed and seeks resolution of a grievance. For the purposes of this Article, the term "business day" shall mean Monday through Friday, exclusive of holidays as set forth in Article 15 with the last business day of any time period referred to in Sections five and six of this Article ending at 5:00p.m. local time.

### **SECTION THREE: Exemptions**

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 supervisory permission, which shall not be unreasonably withheld, the grievant (meaning the individual grievant or, in the case of Lodge grievances, one of the personally affected signatories to the grievance) and Lodge 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 Lodge 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 Lodge or his designee. All grievances shall be presented in writing and completed on a form, a copy which is attached hereto as Appendix "C".

**STEP 1:** An employee, with or without a Lodge representative, may take up a grievable matter with his Commander within 10 (ten) business days of its occurrence. The Commander shall then discuss the matter with the employee and attempt to adjust the matter. The Commander shall attempt to resolve the grievance as soon as practicable and schedule a meeting with the grievant, his immediate supervisor or shift commander, and a Lodge representative within 5 (five) business days after receipt of the grievance at this step. The Commander shall render a written answer to the grievant, with a copy to the Lodge, within 10 (ten) business days of the meeting. If the grievance is denied, the specific reason for the denial shall be included in the answer. Any resolution or settlement reached at this step shall be without precedent. If the grievance is settled as a result of the meeting, the settlement shall be reduced to writing and signed by both 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 submitted in writing to the Chief of Police within five (5) business days of the receipt of the Step 1 answer. A meeting between the grievant, his Lodge representative, 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 Chiefs receipt of the grievance, unless otherwise agreed upon, to discuss the grievance. All documentation in the possession of the grievant or the Lodge which is not otherwise available to the Chief through Police Department records and which supports the grievant position shall be submitted to the Chief of Police 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 Chief of Police 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 Chief of Police or his designee shall give the Police Chiefs answer in writing to the Lodge 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 submitted in writing to the Village Manager within five (5) business days of the receipt of the Step 2 answer. A meeting between the grievant,

his Lodge representative, 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 Lodge 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 Lodge 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 Lodge within fifteen (15) business days of the date of that answer. If the grievance is timely appealed, arbitration shall proceed in the following manner.

1. The Village and the Lodge 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 seven (7) recognized arbitrators from the Federal Mediation and Conciliation Service who are members of the National Academy of Arbitrators and who maintain an office in Wisconsin, Illinois, Iowa or Indiana. Upon receipt of such list, each shall strike a name from the list until there is one name remaining. The remaining individual shall be the arbitrator. The 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.
2. 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 Lodge. Each party, however, shall be responsible for compensating its own representatives and witnesses.

Grievants, witnesses, and Lodge 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.

3. 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 ten (10) 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 Five, 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 Section Five, 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 Section may be extended by mutual agreement in writing.

### **ARTICLE 9 IMPASSE ARBITRATION**

All bargaining impasses shall be resolved in accordance with the following procedures: Alternative Impasse Resolution Agreement entered into this the 25th day of January, 1991 by and between the Illinois Fraternal Order of Police Labor Council Lodge #8 (hereafter "the Union") and the Village of Oak Park (hereafter "the Employer").

WHEREAS, the provisions of sub-section 1614(p) of the Illinois Public Labor Relations Act (hereafter "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 Union 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 Union 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 (hereafter "the Board"), subject to the following:
  - (a) Service of Demand for Mediation: The Employer agrees that any Demand for Mediation filed by the Union 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 Union 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 Union 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 Union. 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 ensure 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 cost of the neutral arbitrator, as well as the cost 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 ensure that the terms of this Agreement will be binding on the Employer and the Union.

## **ARTICLE 10**

### **PATROL OFFICER'S 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 officer 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 officer during which the questioning of an officer 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 officer 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 officer'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 officer.

#### **SECTION TWO**

Unless prohibited by law, no Patrol Officer 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 officer or limit those items under management rights.

- A. The interrogation shall be conducted at a reasonable hour, preferably at a time when the Patrol Officer is on duty;
- B. The interrogation shall take place at the office of command of the investigating officer, when possible;
- C. The Patrol Officer under investigation shall be informed of the name, rank and command of the officer in charge of the investigation, the interrogating officer, and all

persons present during the interrogation. All questions directed to the officer under interrogation shall be asked by and through not more than two interrogators;

- D. The Patrol Officer 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 officer 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 Patrol Officer or the investigating officer.

- E. No officer 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 officer being interrogated.
- F. The officer 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 officer to obtain counsel. A representative of the collective bargaining unit shall be present during the interrogation unless waived by the officer 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 officer 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 officer.
- J. A complete record transcribed by a tape recording or court reporter shall be kept of the complete interrogation of a Patrol Officer including identifying all recess periods. A copy of the record shall be available to the officer or his counsel upon written request to the official counsel of the Village;

- K. The rights of officers in disciplinary procedures set forth under this Article shall not diminish the rights and privileges of officers that are guaranteed to all citizens by the Constitution and the laws of the United States and the State of Illinois;
- L. If any Patrol Officer 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 Patrol Officer to bring suit arising out of his duties as a Patrol Officer, providing that when a Patrol Officer files suit, that the Patrol Officer 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 a Patrol Officer, covered by the terms of this Agreement, unless the Patrol Officer 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. Unless otherwise required by law, no public statement or release of any photograph shall be made by the Village or Patrol Officer prior to a decision being rendered by the Board of Fire and Police Commissioners, and no public statement shall be made if the Patrol Officer is found innocent unless the Officer requests a public statement; and
- P. No Patrol Officer shall be compelled to speak or testify before, or be questioned by, any non-governmental agency. The Department may not employ as an investigative aid any polygraph examination or any other form of lie detection device or equipment.

### **SECTION THREE**

No officer 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 Patrol Officer 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 a Patrol Officer 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**

In any meeting called by command or supervisory personnel in which an employee reasonably believes that discipline will result, the employee may request that a Council representative be present. Counseling and discipline of employees shall be conducted in such a manner so as not to publicly embarrass or humiliate the employee.

## **SECTION SEVEN: Periodic Notification**

Employees who are the subject of a disciplinary investigation shall be notified in writing after thirty (30) days of either a decision or, in the case where more than thirty (30) days is necessary to complete the investigation, the status of the investigation. In the case of a status report provided after the thirty (30) days, further status reports shall be provided every fourteen (14) days thereafter until the investigation is concluded and a decision is rendered. Failure to comply with the timeframes herein will not affect the ability of the Village to render discipline.

## **ARTICLE 11 INDICTMENT**

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.

## **ARTICLE 12 LEAVES OF ABSENCE**

### **SECTION ONE: Leave for FOP Conventions and Labor Conferences**

Leaves of absence with pay for scheduled work days 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 Lodge 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 four (4) persons for three (3) days each (for State Conventions) or, in alternate years, four (4) persons for five (5) days each (for National conventions) subject to scheduling and staffing needs of the department for the period of time required to attend the conference. Approval of such requests shall not be unreasonably withheld.

Any employee(s) chosen as delegate(s) 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. This shall be limited to four persons but such requests shall not be unreasonably withheld.

## **SECTION TWO: Short-Term Military Leave**

Employees are required to provide written verification of the time served in the military indicating where, when and how long the duty assignment is.

Employees who are members of a reserve force of the Armed Forces of the United States, or the State of Illinois, and are ordered to active duty, shall be paid by the Village at their regular rate of pay. In these instances, employees shall remit their pay received from the respective force to the Village.

The parties agree to abide by State and Federal laws as it relates to Military Leave and Benefits; the parties may, through contract or policy provide additional benefits but shall not diminish any current statutory benefits.

## **SECTION THREE: Educational Leave**

Employees covered by the terms of this Agreement may be granted upon written request a Leave of Absence without pay not to exceed a period of one (1) year after authorization from the Chief of Police and the Village Manager.

## **SECTION FOUR: Sick Leave**

- A. Sick Leave, except as provided in Section Six, 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. Unused sick leave may be accrued to a maximum of one year (240 days).

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 5, has a serious illness as defined by and for the 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 vacation, compensatory time and/or holiday time for the FMLA-provided leave (up to twelve [12] weeks per year).

- B. Employees hired prior to December 31, 2002 have been provided the following one-time sick leave balances as of January 1, 2003:

1. Employees with eight (8) years or more of service: ..... 240 days
2. Employees with seven (7) years of service but less than eight (8) years..... 175 days
3. Employees with six (6) years of service but less than seven (7) years ..... 110 days
4. Employees with five (5) years of service but less than six (6) years ..... 80 days
5. Employees with four (4) years of service but less than five (5) years ..... 50 days
6. Employees with less than four (4) years of service ..... 30 days

All employees will accrue thirteen (13) days of sick leave per year at the rate of four (4.0) hours per pay period. For those employees hired prior to December 31, 2002, such accruals

will be added to the unused sick leave balances cited above based on years of service. Unused sick leave in excess of two hundred forty (240) days will be lost at the end of the calendar year.

- C. The Village retains the right to develop, initiate and enforce appropriate operational policies for the management of sick leave benefits.
- D. 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 and each employee must maintain a minimum balance of 160 hours. Any leave taken pursuant to provisions contained in this Section 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 hours as follows:

Number of hours used as of December 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 or more .....	0 hours

The number of days the employee buys back will then be deducted from the unused sick leave earned. Payments for unused sick hours will be made prior to February 1st of the following year at the straight time rate that was in effect on December 1st of the previous year. Employees who are at the maximum accrual of two hundred and forty (240) days shall be permitted to sell-back sick hours from their current annual accrual so as not to diminish the number of sick hours they had previously accrued. In no instance shall this privilege afforded to employees who reach the maximum accrual of sick leave result in the employee having any more than 240 days of sick leave available for use. This privilege is for the limited purpose of sick leave sell-back only.

#### **SECTION FIVE: Funeral Leave**

If a death occurs among members of an employee's immediate family, the employee will be excused from work to attend the funeral and make other necessary arrangements without loss of pay from the day of death until the day after the funeral, but not more than a total of three (3) days. 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 days.



Immediate family includes only parents, step-parents, brother, sister, child, step-child, step-sister, step-brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, wife, husband, grandchildren, grandparents, grandparents-in-law and domestic partners.

#### **SECTION SIX: Sickness In the 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 5, 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 immediate family suffering from the illness or disability. No more than forty (40) 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 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 Chief of Police or the Chiefs designee shall make the determination as to whether or not there exists a hardship.

### **ARTICLE 13 WAGES**

Wage rates for the classifications covered by the terms of this Agreement appear in Appendices A-1, A-2 and A-3 for calendar years 2021, 2022, and 2023, respectively. These schedules reflect an increase of 2.5% in 2021, 2.5% in 2022 and 2.5% in 2023 plus a .5% equity adjustment.

### **ARTICLE 14 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. The foregoing, however, is not intended to permit the Village to schedule or require officers to work short work weeks solely for the purpose of avoiding the overtime obligations.

## **SECTION TWO: Workday and Work Period**

The work schedule of the Department shall consist of shifts of eight (8) consecutive hours each. Starting and quitting times for each shift shall be established by the Department. Eight (8) consecutive hours of work shall constitute a normal workday, and a twenty-eight (28) day tour of duty shall constitute the normal work period.

## **SECTION THREE: Basis for Calculating Overtime**

For all hours worked in excess of eight (8) hours in a workday (including time worked in excess of eight (8) hours because of changes back and forth from Standard Time to Daylight Savings Time), for all hours worked on days that an employee is not scheduled to work in accordance with his regular duty schedule, and for all hours during which an employee is in a pay status (i.e., not on an unpaid leave of absence) in excess of one hundred seventy-one (171) hours in a twenty-eight (28) day tour of duty, an employee shall be paid at one and one-half (1-1/2) times his regular straight-time hourly rate of pay, except as otherwise provided in this Article. All overtime in a workday, except in an emergency, must have prior approval of the employee's immediate supervisor. Prior approval is not needed for unanticipated overtime of less than 30 minutes. In the event that the length of the tour of duty is changed for any employee, the basis for calculating overtime will be changed accordingly.

For purposes of this Article, "hours worked" shall mean hours actually worked and shall not include leaves of absence, sick leave, holidays, vacation days, and other paid or unpaid time off.

## **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**

An officer who is required by the Village to be in court while off duty, where such time does not about his scheduled duty hours or abuts his scheduled duty hours prior to his/her regular shift starting time, shall receive a guaranteed minimum of three (3) hours pay at one and one-half (1-1/2) times his regular straight-time hourly rate for in-town court time (including the court system in the Fourth District) and a guaranteed minimum of four (4) hours pay at one and one-half (1-1/2) times his regular straight-time hourly rate for out-of-town court time. Court time which abuts an officer's scheduled duty hours after his regular shift quitting time, or which is included within the officer's scheduled duty hours, shall be compensated at applicable straight-time or overtime hourly rates of pay. The Village will not change an officer's regular shift schedule or days off solely for the purpose of avoiding minimum court time guarantees under this Section.

## **SECTION SIX: Call Back**

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

The foregoing minimum of three (3) hours compensation for a callback shall not be applicable where an employee is called back to correct an error or omission which is reasonably determined by Management or supervision to be one requiring correction before the employee's next scheduled shift. If the Lodge believes that the Village is arbitrarily and unreasonably using this provision without sufficient justification, the Lodge may grieve the matter. In any arbitration held pursuant to such grievance, the Village will bear the burden of proof as to "sufficient justification". If an arbitrator upholds the Lodge's grievance, the provisions of this paragraph concerning the denial of the three-hour minimum shall not be implemented for the balance of the term of this Agreement.

When call backs are performed the on-duty watch commander of the affected watch will contact the on-duty personnel in an effort to fill the call back. If multiple officers desire to work the call back the assignment will be filled by department seniority. If no on-duty personnel accept the call back the Watch Commander may contact the affected watch's off-duty personnel, again by seniority, until the call back is filled.

#### **SECTION SEVEN: Compensatory Time**

At the option of the employee, in lieu of pay for overtime and court time, a total of up to two hundred eighty (280) overtime and court time hours may be "banked" and used 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.

An officer's request for either compensatory time off or Holiday utilization will be responded to by the officer's watch commander within three (3) days of being submitted and such reply will contain either approval or denial. In the event the time off is within the three day time limit, the response will be made in a reasonable time. When a request is received for time not in the current police period the reply will be made no later than three (3) days after the department's work sheets are distributed. If there are two or more requests for time off submitted on the same day for the same time off, seniority will determine the granting of the request.

Once an officer has received approval for time off, it cannot be revoked unless a bona fide emergency exists. Time off requests shall not be unreasonably denied or withheld.

A maximum of seventy-five (75) hours of compensatory time off may be carried over in an officer's bank beyond October 1st of each year. Any amount greater than seventy-five (75) hours as of October 1 of any year shall be paid off at the officer's regular straight-time hourly rate at the end of the first pay period in November. Pay off of compensatory time is also referenced in Article 17, Section 3 (Post Employment Health Plan).

#### **SECTION EIGHT: Notice of Department Schedule Change**

In the event that the Village should decide to change the departmental work schedule (as opposed to an individual officer's shift assignment), the Village will provide the Lodge with at least five (5) days' written notice of the proposed change, together with a copy of description of the proposed new departmental work schedule.

## **SECTION NINE: Adjusting Work Hours For Individual Officers**

Upon at least three (3) days' notice, either at the start of a police period or during a police period, an officer'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 officer is assigned has specified constant starting and ending times; and (d) the officer is not subjected to more than one completed change (i.e., a change from the officer's regular shift to his new shift and back again) in a 28-day tour of duty. Any change of hours without three (3) days' notice will result in affected officer(s) receiving four (4) hours straight time pay over those hours worked, in pay or equivalent compensatory time.

## **SECTION TEN: On Call Hours for Detective Bureau**

Detectives assigned to weekend and holiday standby duty will have the option of accepting four (4) hours pay at straight time or five (5) hours of compensatory time for each such assignment.

## **ARTICLE 15 HOLIDAYS**

### **SECTION ONE: Designated Holidays**

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 Day:	Third Monday in January
President's Day:	Third Monday in February
National Peace Officer Memorial Day	May 15
Memorial Day:	Last Monday in May
Independence Day:	July 4
Labor Day:	First Monday in September
Veteran's Day:	November 11
Thanksgiving Day:	Fourth Thursday in November
Christmas Eve:	December 24
Christmas Day:	December 25
New Year's Day:	January 1

One (1) Personal Day

### **SECTION TWO: Holiday Compensation**

As each of the above holidays occurs, each employee shall accrue one (1) day off which may be taken at another time during the year. Prior to the time that an employee utilizes his/her days, he/she must request in writing and get written authorization/approval from his/her shift commander. The number of holiday days shall be prorated for all new employees based on their actual starting date. All holidays not taken during the calendar year in which they are accrued will be forfeited unless prior approval is given by the appropriate Deputy Chief. Such approval shall

not be unreasonably withheld. Any holidays approved for carry over must be utilized within the first ninety (90) calendar days of the new year.

An officer's request for either compensatory time off or Holiday utilization will be responded to by the officer's watch commander within three (3) days of being submitted and such reply will contain either approval or denial. In the event the time off is within the three day time limit, the response will be made in a reasonable time. When a request is received for time not in the current police period the reply will be made no later than three (3) days after the department's work sheets are distributed. If there are two or more requests for time off submitted on the same day for the same time off, seniority will determine the granting of the request.

Once an officer has received approval for time off, it cannot be revoked unless a bona fide emergency exists. Time off requests shall not be unreasonably denied or withheld.

### **SECTION THREE: Compensation For Holidays Worked**

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

### **SECTION FOUR: Holiday Work Schedule**

The following holidays may be required by the Department to be days off for officers assigned to the Detective Bureau, School Resource Officers, and training officer:

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 in Section Two. Officers 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 in Section Three, and shall not be docked the holiday.

The foregoing applies only to the named 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.

If one of the employees in the named position does 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, the employee will not be docked a holiday.

## **ARTICLE 16 UNIFORMS**

Employees shall receive ~~\$900~~ \$1,000 in annual compensation (stipend) for the maintenance of uniforms. ~~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. This payment shall be made separately from the regular paycheck by the second pay period in April.~~ It is understood by both parties that

the Department will not reimburse for uniform expenses in lieu of this additional compensation stipend.

~~For the year 2018 only, upon ratification of this contract, employee will receive the full uniform allowance of \$900 in the second pay period following Village Board adoption less any uniform allowance already used in 2018. For those employees having a balance of \$1600 or less that was carried over into 2018 from 2017, they will be allowed to carryover any balance for a period ending December 31, 2018. Unused allotments after December 31, 2018 shall be paid to the Employee's post-employment retirement health plan (PHEP). The parties agree that contributions to the PHEP for unused clothing allowance as stated in this paragraph will expire on December 31, 2018 to be paid to the PHEP on or before February 1, 2019.~~

Newly hired employees will receive the total allowance for the year upon hire with the expectation that a complete uniform will be purchased at the time per the Department's uniform policy and an additional, one-time award of \$250.00 compensation for uniforms after the successful completion of Stage 4 of the field training program.

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 Lodge regarding authorized items of uniform apparel and approved suppliers.

The Village will provide bullet-proof vests and replacement vest panels as recommended by the Manufacturer at no cost to the employee.

## **ARTICLE 17 INSURANCE**

### **SECTION ONE: Hospitalization**

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, 2023.

Effective January 1, 2004 and thereafter, employee contributions will increase by the percentage the costs for insurance increased, but in no event will that increase be more than 20% of the preceding year's contribution rates. Regardless, the employee will pay the lowest contribution required of any Village employee.

The Lodge 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-pay, or deductibles, the Village shall make all reasonable efforts to maintain a substantially equivalent level of benefits at the best available cost. The Village will negotiate with the Lodge over the impact of such changes provided the Lodge delivers a written demand to negotiate the changes to

the Director of Human Resources no later than thirty (30) days after the receipt of written notice of the changes from the Village.

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

From the date of signing of this Agreement Patrol Officers 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. The patrol officer decides on or before the day of retirement if he/she will participate. If the officer's decision is not to participate, the officer may not participate at a later date.
- B. The total cost of the premium is paid by the officer.

Patrol officers who have elected to participate in a health maintenance organization (HMO) or preferred provider organization (PPO) 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 TWO: Life Insurance**

The Village shall supply each full-time employee covered by the terms of this Agreement with \$50,000 of term life insurance. The supplemental insurance coverage which is now available shall provide that officers may purchase additional term life insurance, at their own cost, up to an additional \$375,000 subject to approval by the insurance carrier; and the method of funding shall remain the same as that presently in effect.

#### **SECTION THREE: Post Employment Health Plan**

Prior to June 1, 2003, the Employer established a post-employment health plan (PEHP) through Nationwide Retirement or another mutually agreed-upon provider. Employees shall sell back to the Employer thirty-two (32) hours of compensatory time each year and the Employer shall contribute to the PEHP on behalf of each employee the value of the same at each employee's straight time hourly rate. 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, sick leave buyback in lieu of paying the pensioner or deferred pensioner directly for the same.

In all years of this Agreement carryover compensatory time in excess of seventy-five (75) hours up to a maximum of thirty-two (32) hours each year will be contributed to PEHP. 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 15th of the preceding year of such contribution. Such reductions shall apply over the twenty-six (26) pay periods of the following year. Calculations for salary for the following year will be as if no reduction occurred.

The following table is for illustrative purposes only:

Year	Threshold Required for PEHP Payout	Actual Hours in Bank	PEHP Payout	Remaining In Bank	Required Minimum in Bank	Payout To Officer
2018	75	160	32	128	75	53
2018	75	90	32	58	75	None
2018	75	70	0	70	75	None

## **ARTICLE 18 CONFERENCES AND TRAVEL ALLOWANCE**

Attendance at and participation in professional conferences, conventions, and technical meetings shall be considered part of the employee's normal duties. With the prior approval of the Chief or his/her designee and the Village Manager, on the form provided by the Director of Human Resources, employees may attend such functions without loss of pay and at Village expense. Employees traveling on Village business shall either be provided with Village vehicles, given a monthly allowance for the use of their private vehicles, or reimbursed for other transportation expenses. Overtime resulting from attendance at any overnight conference shall be governed by applicable provisions of the Fair Labor Standards Act. Under no circumstances shall leave of absence for FOP conventions be granted pursuant to this Article; such leaves of absence are governed by Article 12 of this Agreement.

## **ARTICLE 19 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:

1 year through 5 years= 2 weeks vacation (accrual rate is 4.308 hours per pay period) plus holidays granted per Article15;

6 years through 12 years = 3 weeks vacation (accrual rate is 6.462 hours per pay period) plus holidays granted per Article15;

13 years through 20 years = 4 weeks vacation (accrual rate is 8.615 hours per pay period) plus holidays granted per Article 15;

21 years and over = 5 weeks vacation (accrual rate is 10.769 hours per pay period) plus holidays granted per Article15.



## **SECTION TWO: Vacation Scheduling**

All employees shall be entitled to request by departmental seniority within units of assignment their earned 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.

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

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 increments 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. Officers may select vacations to begin any day of the week.

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

Officers may select a block of five or six (5 or 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 19, Section One, employees will accrue vacation time as of the anniversary date prior to the calendar year in which the vacation is taken.

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

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

## **ARTICLE 20 LAYOFF**

When there is an impending layoff with respect to any officers in the bargaining unit, the Village shall inform the Lodge in writing no later than thirty (30) days prior to such layoff. The Village will provide the Lodge the names of all officers to be laid off prior to the layoff. Probationary patrol officers shall be laid off first, then officers shall be laid off in reverse order of departmental seniority. All officers shall receive notice in writing of the layoff at least thirty (30) days in advance of the effective date of such layoff.

In the event of a layoff of sworn personnel, the Village agrees not to hire civilian personnel to perform the duties that only a police officer can perform. A police officer shall be defined to mean any person who, by virtue of his office, is vested by law with a duty to maintain public order and make arrests for offenses. Any officer 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, as provided in this Agreement, before any new officers are hired.

## **ARTICLE 21 SENIORITY**

For the purpose of this Agreement, departmental seniority shall be defined as the employee's length of continuous service since his or her last date of hire. Seniority shall be as of the effective date of an individual being approved and sworn in. For employees appointed on the same day seniority shall be established by virtue of their position on the eligibility list. Except as specifically stated elsewhere in this Agreement, employees shall not continue to accrue seniority during periods of voluntary leave of absence. Seniority shall continue to accrue during periods of duty-related disability leave.

## **ARTICLE 22 EDUCATIONAL INCENTIVE AND LONGEVITY PAY**

### **SECTION ONE: Educational Incentive Pay**

The Village shall provide an incentive for full-time non-probationary officers to obtain a level of education beyond that of high school graduation. No officer shall be eligible for educational pay until the completion of eighteen (18) months of continuous service. The schedule of educational incentive pay follows for employees who have exhibited evidence of successful completion (minimum grade of "C") of approved college courses in accordance with the following schedule:

For all employees hired prior to April 7, 2006, upon attainment of 60 semester credit hours or A.A. Degree = \$720 annual lump payment. Employees hired after April 7, 2006 shall not be eligible for this payment.

Upon attainment of a Bachelor's Degree= Annual lump payment of \$1,080 or \$2,100 if an employee has 10 or more years of service at the start of the contract year, or,

Upon attainment of a Master's Degree= Annual lump payment of \$1,320 or \$2,300 if an employee has 10 or more years of service at the start of the contract year

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 pro-rated. Effective upon ratification of this agreement for those employees who are currently receiving the Educations Incentive, the Village will make the December payment less any education or longevity payment previously receive in that calendar year.

## **SECTION TWO: Longevity Pay**

In addition to an employee's base salary as provided in Article 13, each full-time employee shall receive longevity pay based on continuous years of service with the Village. This longevity pay shall be added to the employee's base salary as follows:

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

In lieu of the educational incentives outlined in Section One, the Village agrees to pay the Police Officer who completes fifteen (15) consecutive years of service a longevity step of \$115.00 per month.

In lieu of the educational incentives outlined in Section One, the Village agrees to pay the Police Officer 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.

## **SECTION THREE: Mutually Exclusive**

The patrol officers shall not be eligible to simultaneously receive Longevity Pay and Educational Incentive Pay. The police officer must choose one or the other.

## **ARTICLE 23 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 this 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 this Agreement and are currently in effect shall continue and remain in effect for the term of this 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 this Agreement, nor shall this Article be deemed to restrict management rights as outlined in Article 6 of this Agreement.

## **ARTICLE 24 SAFETY ISSUES**

### **SECTION ONE: Cooperation**

The Village and the Lodge agree to cooperate to the fullest extent reasonably possible to promote the use of safe equipment, facilities, practices and procedures.

### **SECTION TWO: Safety Committee**

Three (3) officers designated by the Lodge and three (3) persons designated by the Village shall comprise a safety committee for the purpose of discussing safety and health issues relating to officers and to recommend reasonable safety and health criteria relating to equipment, facilities, practices and procedures. The committee shall meet as needed, by mutual agreement. Formal recommendations of the committee shall be submitted in writing to the Chief of Police with a copy to the Lodge, but shall not be binding upon the Village or the Lodge. Within a reasonable time after the formal recommendations are submitted to the Chief, he shall give his written response to the recommendations to the committee.

### **SECTION THREE: Disabling Defects**

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

When an assigned department vehicle is found to have a disabling defect or is in violation of the law, the police officer will notify his supervisor, complete required reports, and follow the supervisor's direction relative to requesting repair, replacement or the continued operation of said vehicle.

### **SECTION FOUR: Health Emergencies**

In the event of a declared pandemic by the World Health Organization, Centers for Disease Control, and/or Illinois Department of Public Health, if the Village of Oak Park Department of Public Health offers vaccinations to the employees covered by this agreement and/or their family members that live with them, the Village will do so at no charge to the employee and/or their family member.

## **ARTICLE 25 EMPLOYEE TESTING**

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

It is the policy of the Village of Oak Park that the public has the reasonable 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 manner as not to violate any established rights of the officers.

## **SECTION TWO: Prohibitions**

Officers shall be prohibited from:

- (a) consuming or possessing alcohol (unless in accordance with duty requirements) or illegal drugs under federal or state law at any time during the work day or anywhere on any Village premises or job sites, including all Village buildings, properties, vehicles and the officer's personal vehicle while engaged in Village business;
- (b) illegally selling, purchasing or delivering any illegal drug under federal or state law during the work day or on the employer's premises;
- (c) 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 Permitted**

Where an officer has been involved in an officer-involved shooting, the Village will follow any applicable federal and state statute and/or regulation.

In addition, where the Village has reasonable suspicion to believe that an officer is then under the influence of alcohol or illegal drugs during the course of the work day, the Village shall have the right to require the officer to submit to alcohol or drug testing as set forth in this Agreement. At least two (non-bargaining unit) supervisory personnel who are not members of the bargaining unit represented by Lodge #8 must certify their reasonable suspicions concerning the affected officer prior to any order to submit to the testing authorized herein.

There shall be no random or unit-wide testing of officers, except random testing of an individual officer as authorized in Section 8 below. The foregoing shall not limit the right of the Village to conduct such tests as it may deem appropriate for persons seeking employment as police officers prior to their date of hire.

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

At the time an officer is ordered to submit to testing authorized by this Agreement, the Village shall provide the officer with a written notice of the order, setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. Such notice may consist of a check off list signed by supervisors certifying their reasonable suspicions. The officer shall be permitted to consult with a representative of the FOP at the time the order is given. No questioning of the officer shall be conducted without first affording the officer the right to FOP representation and/or legal counsel. Refusal to submit to such testing may subject the employee to discipline, but the officer's taking of the test shall not be construed as a waiver of any objection or rights that he 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) ensure 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 ensure the integrity of the identity of each sample and test result. No officer covered by this Agreement, other than person(s) currently assigned to Internal Affairs or officers of exempt rank, shall be permitted at any time to become a part of such chain of custody;
- (d) collect a sufficient sample of the same bodily fluid or material from an officer to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the officer;
- (e) collect samples in such a manner as to ensure a high degree of security for the sample and its freedom from adulteration;
- (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 (gems) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- (g) provide the officer tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the officer's own choosing, at the officer's own expense, provided the officer notifies the Human Resources Director within seventy-two (72) hours of receiving the results of the tests;
- (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 officer's interests;
- (i) require that, with regard to alcohol testing, for the purpose of determining whether the officer is under the influence of alcohol, test results that show an alcohol concentration of .02 or more, based upon the grams of alcohol per 100 milliliters of blood, be considered positive.
- (j) provide each officer tested with a copy of all information and reports received by the Village in connection with the testing and the results;

- (k) ensure that no officer is the subject of any adverse employment action except temporary assignment or relief from duty with pay during the pendency 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 FOP and/or the officer, with or without the FOP, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 1 of the grievance procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that officers may have with regard to such testing. Officers retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the FOP.

#### **SECTION SEVEN: Voluntary Requests for Assistance**

The Village shall take no adverse employment action against an officer who voluntarily seeks treatment, counseling or other support for an alcohol or drug-related problem, other than the Village may require reassignment of the officer 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 officer 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 officer's interests, except reassignment as described above.

#### **SECTION EIGHT: Discipline**

In the first instance that an officer tests positive on both the initial and the confirmatory test for drugs or is found to be under the influence of alcohol, and all officers who 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 officer agreeing to appropriate treatment as determined by the physician(s) involved;
- (b) the officer discontinues his use of illegal drugs or abuse of alcohol;
- (c) the officer completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve months;
- (d) the officer agrees to random testing during hours of work during the period of "after-care."

Officers who do not agree to or who 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 officer on active status throughout the period of rehabilitation if it is appropriately determined that the officer's current use of alcohol or drugs prevents such individual from performing the duties of a

police officer or whose continuance on active status would constitute a direct threat to the property or safety of others. Such officers shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence, at the officer's option, pending treatment. The foregoing shall not limit the Village's right to discipline officers for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

## **ARTICLE 26 DISCIPLINE PROCEDURE**

No employee shall be disciplined without just cause.

## **ARTICLE 27 WELLNESS AND FITNESS PROGRAM**

### **SECTION ONE: Wellness**

The parties agree that a Wellness Program is in the best interests of the employees. Toward that end, the Village will implement a voluntary program which may include both mental and physical exercises, nutritional advice, screening, health club memberships, etc.; however, no employee shall be subject to discipline, discharge or other adverse employment consequences related to this Article. The Lodge is encouraged to offer any recommendations to the Village regarding any components of the Program.

### **SECTION TWO: Fitness**

Should the Village desire to augment the Wellness Program or institute any additional or alternative physical fitness program in which mandatory participation is required or specific standards are to be implemented, the Village shall notify the Lodge to negotiate over the provisions of such program. Any impasse in such bargaining shall be resolved in accordance with Section 1614 of the Illinois Public Labor Relations Act, III. Rev. Stat. 1989, ch. 48, pars. 1601 through 1627, as amended.

## **ARTICLE 28 SUMMARY PUNISHMENTS**

- I. **PURPOSE:**  
This order:
  - A. defines the scope of summary punishment procedures;
  - B. delineates procedures to be followed by supervisory personnel when imposing summary punishment;
  - C. sets forth procedures by which an accused member may appeal summary punishment action; and



- D. establishes use of a Summary Punishment Action Request in summary punishment procedures.

## II. DEFINITION:

- A. Summary punishment is an alternative to formal disciplinary procedures when conduct defined as a less serious transgression is observed by or comes to the attention of a Department supervisor.

If a member develops a history of repeated less serious transgressions, an Internal Affairs number may be obtained and the procedures outlined in the General Order entitled "Complaint/Disciplinary Process" will be followed.

## III. SUMMARY PUNISHMENT LIMITATIONS:

- A. Supervisors will exercise discretion in the application of summary punishment. It will be administered only when a member has failed to respond to supervisory counseling and direction. Care will be taken that critical assignments are not left uncovered as a result of the imposition of summary punishment.
- B. The supervisor initiating summary punishment will review the affected member's personnel file to determine summary punishment action taken within eighteen (18) months of the transgression under review.

NOTE: In lieu of days off without pay, a member may be permitted to utilize accumulated compensatory time, vacation days or H-Days.

- C. Loss of wages as a result of being absent without permission will NOT be considered as summary punishment served.
- D. Action recommended under summary punishment procedures will not bar a recommendation for a more severe penalty by a higher level of authority, unless the penalty has been served or accepted.
- E. Summary punishment will NOT be used to process a citizen's complaint.

## IV. PROCEDURE:

- A. When summary punishment is recommended by a supervisor other than the watch commander, the watch commander (or equivalent thereto) and the Chief will be notified immediately before any action is taken. An Internal Affairs number is not necessary, and a written statement is not required.
- B. When a member is immediately excused without pay or is absent without permission, the initiating supervisor, with the approval of the watch commander (or equivalent thereto), will indicate the appropriate status on the Daily Assignment Sheet and forward it, through channels, to the Finance Division for payroll purposes. A Summary Punishment Action Request will be completed or

an Internal Affairs number obtained to record the type of disciplinary process initiated.

- C. When summary punishment is deemed appropriate, the supervisor initiating the process will complete the Summary Punishment Action Request, upon which he will indicate his recommendation for disciplinary action. The completed form will be presented to the accused member, who will sign his name on the form and indicate on the form either:
  - 1. acceptance of the recommended summary punishment (waiver of a hearing); or
  - 2. refusal of the recommended summary punishment (request for a hearing).
- D. If an accused member accepts the recommended summary punishment, the initiating supervisor and the member's Watch Commander of exempt rank will sign the Summary Punishment Action Request and forward it to the Internal Affairs Officer. The member's Watch Commander of exempt rank may disapprove or alter the initial recommendation within the limits of summary punishment procedures. If an alternate recommendation is made by the exempt member, he may add his comments by attaching a To-From-Subject report to the Summary Punishment Action Request; a new Summary Punishment Action Request will be completed; appropriate signatures will be obtained and the new form, along with the original form, will be forwarded to the Internal Affairs Officer.
- E. In the event an accused member refuses to sign the form, the signature space on the form will be marked "refused," along with the date and time. The supervisor seeking to impose summary punishment will affix his signature in the appropriate place on the form.
- F. If a member refuses to accept summary punishment application or the recommended penalty and requests a hearing, the Summary Punishment Action Request form will be completed, indicating a request for a Hearing. The accused member will prepare a To-From-Subject report explaining his reasons for contesting the summary punishment application and/or penalty and submit the report to the supervisor who initiated the action. Upon receipt of this report, the supervisor will prepare a To-From-Subject report responding to the information supplied in the accused member's report and will forward both To-From-Subject reports, the completed form, and any other related Department documents to the accused member's Watch Commander of exempt rank.
  - 1. If the Watch Commander of exempt rank concurs with the accused member that the application of summary punishment in the given instance is inappropriate or that the recommended penalty is too severe in light of the totality of circumstances, he will:

- a. refrain from checking the approval/disapproval boxes on the Summary Punishment Action Request form;
    - b. attach to the form a To-From-Subject report outlining his reasons for considering the application inappropriate or the penalty excessive.
  2. If the Watch Commander of exempt rank does concur with the accused member regarding the recommended application or penalty's severity, he will check the approval box on the Summary Punishment Action Request form.
  3. After signing the form in the designated box, the Watch Commander of exempt rank will forward the form and all related documents to the Internal Affairs Officer, who will be responsible for all other routing procedures.
- G. In the event a Hearing becomes necessary, the appropriate Deputy Chief of the Bureau will conduct the Hearing with the accused member. The Chief of Police's exempt designee will serve as the Hearing Officer for accused members assigned to units which are staff to the Chief of Police. After the conclusion of the Hearing, the accused member will be informed, within a period of ten (10) days, in writing of the decision of the Hearing Officer. The decision of the Hearing Officer (Deputy Chief of the Bureau of the Chief of Police's exempt designee) is final.
- NOTE: Should a member decide to invoke the provisions of the applicable collective bargaining agreement, and appeal any recommended disciplinary action to the Board of Fire and Police Commissioners, the content of this order will no longer apply.
- H. Each level of review has authority to alter the penalty recommended within the limits prescribed for summary punishment. However, the Hearing Officer, acting upon a recommendation of a Watch Commander of exempt rank made in accordance with the provisions of the Item IV-F-1 of this directive, has the additional authority to authorize implementation of the application and/or penalty recommendation.
- I. All material relating to summary punishment will be retained in the affected member's personnel file for a period of eighteen (18) months after the date the punishment is administered, at which time the material will be destroyed.
- J. Nothing in this directive precludes obtaining an Internal Affairs number when that procedure is deemed appropriate.

NOTE: Should a member decide to invoke the provisions of the applicable collective bargaining agreement, and appeal any recommended disciplinary action

to the Board of Fire and Police Commissioners, the content of this order will no longer apply.

- K. The Chief of Police will review recommendations for disciplinary action, including those of the Hearing Officer which are advisory, and will take such action as he deems appropriate. Nothing in this order diminishes the authority of the Chief of Police to order suspension, to separate provisional employees or probationary employees, or to file charges with the Board of Fire and Police Commissioners at his own discretion without regard to recommendations made by the Hearing Officer or subordinates.

## **ARTICLE 29**

### **SECONDARY EMPLOYMENT**

#### **I. PURPOSE:**

This order:

- A. defines secondary employment.
- B. delineates Departmental policy relating to secondary employment.
- C. enumerates general restrictions pertaining to secondary employment.
- D. defines specific limitations on secondary employment pertaining to exempt members.

#### **II. DEFINITION:**

Secondary employment is an extra-Department activity for which any Department member is being compensated in salary, wages or commission or other valuable consideration for labor or services performed for an employer or in a self-employed status.

#### **III. POLICY:**

- A. The Oak Park Police Department and the Village of Oak Park have the right to restrict secondary employment for good cause. The duties and obligations of the Oak Park Police Department take priority over any other employment.

Department members who engage in secondary employment are reminded that their primary responsibility is to the Village of Oak Park and to the Oak Park Police Department. Department members are subject to recall at any time for emergencies, special assignments or overtime duty. Secondary employment shall not infringe on these obligations.

- B. An employer of a Department member engaging in secondary employment will not receive preferential treatment by the Department.
- C. The Village of Oak Park and the Oak Park Police Department will not assume liability for the actions of a Department member during the actual hours of work in secondary employment. In the event a Department member incurs an injury during the hours for which the member will receive remuneration from a secondary employer as salary, wages or commission, or other valuable consideration, the

member will normally not be classified by the Department as "Injured on Duty." If a sworn member was performing an action required to be taken by an off-duty officer (either by State or Federal law or by Village ordinance or Departmental rules, regulations, policies or procedures) rather than an action required as a condition of secondary employment; i.e., effecting the arrest of an offender committing a felony in his presence, etc., then, even though the sworn member was engaged in secondary employment at the time the injury was sustained, the circumstances will be evaluated by the Department to determine the member's eligibility to be classified as "Injured on Duty."

- D. A Department member will neither represent himself as an Oak Park Police Officer nor wear the prescribed uniform during secondary employment without the express written consent of the Chief of Police.
- E. Department members engaged in secondary employment in a security capacity will neither request nor be credited with overtime compensation in either time or cash for arrests or court appearances which occur solely as a consequence of their secondary employment.

#### IV. RESTRICTIONS:

When any of the following conditions are present, secondary employment is prohibited:

- A. member has failed to submit a properly completed secondary employment request form which contains provisions for approval by the Chief of Police, the Human Resources Director, and the Village Manager;
- B. agency, firm or establishment for which the secondary employment is to be performed is not properly registered or licensed as required by law or ordinance;
- C. member is classified as a "Probationary Employee";
- D. use of official police authority, powers, records or services as a condition of secondary employment, without the express written consent of the Chief of Police which will not be unreasonably denied;
- E. secondary employer requires a Department member to represent himself as an Oak Park Police Officer or wear the prescribed police uniform, except when the employer has requested and received the written consent of the Chief of Police permitting such appearance during secondary employment. The employer must submit such request in writing to the Chief of Police;
- F. secondary employment would require the member to avail himself of official police equipment, records, documents or files;
- G. working conditions, hours of work, or location where the secondary employment is performed tend to impair the Department member's efficiency or capabilities as

an employee of the Department or interfere with the Department member's response to emergency calls. A member should provide a sufficient amount of time between secondary employment and the start of a tour of duty to allow for ample rest and relaxation;

- H. secondary employment would exceed twenty (20) hours per week; this does not apply during vacation or holiday or compensatory time-off periods;
- I. secondary employment is in an establishment within the Village of Oak Park where the primary business is the sale of intoxicating liquor. In no instance will a Department member be permitted to serve as a bartender to dispense intoxicating liquor or to serve as a cocktail waiter or waitress within the Village of Oak Park;
- J. secondary employment or the place at which it is to be performed is such as to bring either the Village of Oak Park, or the Oak Park Police Department or the member into disrespect or disfavor;
- K. secondary employment would result, at any time, in a conflict of interest; i.e., conducting or participating in a defense investigation for a litigant in a lawsuit against the Village of Oak Park or the Oak Park Police Department;
- L. member is being placed on the medical roll, during and after, until the member completes a normal work day in their Village employment, or until twenty-four (24) hours have elapsed since their last use of sick time, whichever is less;
- M. number of educational courses that a Department member is carrying, when combined with the secondary employment, impairs the member's efficiency or capabilities as a Department employee;
- N. secondary employment is at a site where there is a labor-management dispute, strike, job-action or labor controversy, during such time for the duration of such dispute wherein the Department member would be required to cross picket lines. The Chief of Police may suspend this restriction when the dispute, strike, job action or controversy involves a local public service entity; and
- O. member is on suspension, without pay, and the secondary employment requires the member to carry a fire-arm.

## **ARTICLE 30 GENERAL PROVISIONS**

### **SECTION ONE: Resident Beat Officer**

With regard to the Village's Resident Beat Officer Program, the parties agree as follows:

1. With regard to the selection of Resident Beat Officers, residency of the officer and his seniority will receive a high priority;
2. The following monthly subsidies will apply to all Resident Beat Officers who rent or own and will be retroactive to January 1, 2009:  
For a one (1) bedroom residence ..... \$300  
For a two (2) bedroom residence ..... \$350  
For a three (3) bedroom residence ..... \$400

(Note: The Order will be amended to restrict personal use of an assigned department vehicle to within a 3 mile radius of the Village limits.)

For the reasons set forth in the governing resolution entitled "Resolution Authorizing Resident Beat Officer Expense Reimbursement and Security Deposit Loan Program", the Village regards the above amounts as not subject to Federal Income Tax.

### **SECTION TWO: Specialty Positions**

The Village will not remove an officer from a Specialty Unit except for just cause except for the position of Evidence Technician. Every November all officers who are in the specialty position of Evidence Technician will be evaluated by the Chief or his designee on their performance and participation level. If the Village removes an officer from the Evidence Technician it will not be arbitrary or capricious,. Specialty Positions are Juvenile Officer, Detective, Field Training Officer (FTO), Evidence Technician, Canine Officer, Resident Beat Officer, Special Response Team (SRT) and foot-patrol officer.

When an opening occurs for any specialty position, the Employer shall post the opening at least two (2) weeks in advance of the beginning of the selection process. The notice shall describe the requirements and duties of the specialty position. All qualified employees interested in the specialty position shall submit a memo to the Chief of Police or his designee describing his or her qualifications.

Every December, all employees that maintain a Specialty Position of Evidence Technician shall receive an annual stipend of \$1,000 or an amount pro-rated for that year based on the number of months worked in that position.

### **SECTION THREE: 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. Survivors are entitled to all survivor benefits provided under this Agreement as well as any other benefits provided under law.

**SECTION FOUR: Part-Time Police Officers**

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

**SECTION FIVE: Personnel Records**

The Village will maintain one personnel file in Human Resources which may be viewed only by the Human Resource 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 has 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 SIX: Voluntary Work Details**

The parties understand that voluntary work details are those duties as defined in the Police Department's General Order for Secondary Employment and officers are assigned in accordance with this General Order. Employees shall be paid at the overtime rate of one and one-half (1 ½) their normal rate of pay for all hours worked. Payment for all hours worked will be either directly from the event sponsor or from the Village, whichever is determined by the Village's special event process.

**ARTICLE 31  
SAVINGS CLAUSE**

None of the provisions of this Agreement shall be construed to require either the Village or the Lodge to violate any Federal or State laws. In the event any provision of this Agreement should conflict with any such laws, such provisions shall be modified to the extent necessary to conform to such laws.



THIS AGREEMENT EXECUTED this \_\_\_\_\_ Day of December, 2022 after receiving approval of the President and Board of Trustees of the Village 'of Oak Park and proper ratification by Lodge members.

**THE VILLAGE OF OAK PARK**

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Kevin Jackson, Village Manager

**FRATERNAL ORDER OF POLICE  
OAK PARK LODGE # 8**

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Joseph Nash, Lodge President

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Roy Carlson  
Fraternal Order of Police Labor Council

## APPENDIX A-1

SALARY SCHEDULE WITH 2.5% INCREASE  
FOR CALENDAR YEAR 2021  
(EFFECTIVE JANUARY 1, 2021)

RANGE	BASE SALARY	MONTHLY SALARY	ANNUAL SALARY	HOURLY RATE
30PA (Start)	\$2,865.29	\$6,208.13	\$74,497.50	\$35.82
30PB (12 MOS)	\$3,011.22	\$6,524.32	\$78,291.82	\$37.64
30PC (18 MOS)	\$3,491.12	\$ 7,564.09	\$90,769.05	\$43.64
30PD (30 MOS)	\$3,669.82	\$7,951.29	\$95,415.44	\$45.87
30PE (42 MOS)	\$3,850.77	\$8,343.34	\$100,120.09	\$48.13
30PF (54 MOS)	\$4,042.09	\$8,757.85	\$105,0094.22	\$50.53

**APPENDIX A-2**

**SALARY SCHEDULE WITH 2.5% INCREASE  
FOR CALENDAR YEAR 2022  
(EFFECTIVE JANUARY 1, 2022)**

<b>RANGE</b>	<b>BASE SALARY</b>	<b>MONTHLY SALARY</b>	<b>ANNUAL SALARY</b>	<b>HOURLY RATE</b>
30PA (Start)	\$2,936.92	\$6,363.33	\$76,359.94	\$36.71
30PB (12 MOS)	\$3,086.50	\$6,687.43	\$80,249.11	\$38.58
30PC (18 MOS)	\$3,578.40	\$7,753.19	\$93,038.28	\$44.73
30PD (30 MOS)	\$3,761.57	\$8,150.07	\$97,800.82	\$47.02
30PE (42 MOS)	\$3,947.04	\$8,551.92	\$102,623.10	\$49.34
30PF (54 MOS)	\$4,143.14	\$8,976.80	\$107,721.58	\$51.79

### APPENDIX A-3

SALARY SCHEDULE WITH 2.5% INCREASE PLUS (.5%) EQUITY ADJUSTMENT  
FOR CALENDAR YEAR 2023  
(EFFECTIVE JANUARY 1, 2023)

RANGE	BASE SALARY	MONTHLY SALARY	ANNUAL SALARY	HOURLY RATE
30PA (Start)	\$3,025.03	\$6,554.23	\$78,650.74	\$37.81
30PB (12 MOS)	\$3,179.10	\$6,888.05	\$82,656.59	\$39.74
30PC (18 MOS)	\$3,685.75	\$7,985.79	\$95,829.42	\$46.07
30PD (30 MOS)	\$3,874.42	\$8,394.57	\$100,734.85	\$48.43
30PE (42 MOS)	\$4,05.45	\$8,808.48	\$105,701.79	\$50.82
30PF (54 MOS)	\$4,267.43	\$9,246.10	\$110,953.23	\$53.34
30PG (180 MOS)	\$4,310.11	\$9,338.56	\$112,062.76	\$53.88

**APPENDIX B**  
**DUES AUTHORIZATION FORM**

**APPENDIX C**  
**GRIEVANCE FORM**

**APPENDIX D  
BARGAINING REPRESENTATIVES**

**VILLAGE OF OAK PARK**

Lisa Shelley, Deputy Village Manager  
Kira Tchang, Assistant Village Manager/  
HR Director  
Shatonya Johnson, Police Chief  
James Powers, Attorney, Clark Baird Smith

**FRATERNAL ORDER OF POLICE**

END OF CONTRACT