

ILLINOIS FOP LABOR COUNCIL

and

VILLAGE OF OAK PARK

Community Service Officers



JANUARY 1, 2018 – December 31, 2020

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487

Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058

Web Address: www.fop.org

24-hour Critical Incident Hot Line: 877-IFOP911



TABLE OF CONTENTS

ARTICLE 1 – PREAMBLE	1
ARTICLE 2 – MANAGEMENT RIGHTS	1
ARTICLE 3 – RECOGNITION	1
ARTICLE 4 – NON-DISCRIMINATION	1
ARTICLE 5 – DUES DEDUCTION AND FAIR SHARE	2
Section 1 – Dues Deduction	2
Section 2 – Membership	2
Section 3 – Fair Share	2
ARTICLE 6 – GRIEVANCE AND ARBITRATION	3
ARTICLE 7 – LABOR MANAGEMENT CONFERENCE	5
ARTICLE 8 – LAYOFF	6
ARTICLE 9 – EMPLOYMENT SECURITY	6
ARTICLE 10 – PERSONNEL FILES	7
ARTICLE 11 – CONDUCT OF INVESTIGATIONS	7
ARTICLE 12 – LABOR COUNCIL REPRESENTATIVES	7
Section 1 – Attendance at Council Meetings	7
Section 2 – Grievance Processing	7
Section 3 – Attendance at Labor Council Conferences	8
Section 4 – Council Negotiating Team	8
ARTICLE 13 – BULLETIN BOARDS	8
ARTICLE 14 – LEAVES OF ABSENCE	8
Section 1 – Bereavement Leave/Death in Family	8
Section 2 – Definition of Immediate Family	8
Section 3 – Short Term Military Leave	8
Section 4 – Education Leave	8
Section 5 – Maternity Leave	9
Section 6 – Jury Duty	9
ARTICLE 15 – GENERAL PROVISIONS	9
Section 1 – Council Representative Visit	9
Section 2 – Access to Records	9
Section 3 – Personnel Manual	9
ARTICLE 16 – EMPLOYEE TESTING	9
Section 1 – Statement of Policy	9
Section 2 – Drug and Alcohol Testing Permitted	10
Section 3 – Order to Submit to Testing	10
Section 4 – Tests to be Conducted	10
Section 5 – Right to Contest	11
Section 6 – Voluntary Requests for Assistance	12
Section 7 – Discipline	12

ARTICLE 17 – HOURS	13
Section 1 – Normal Workday	13
Section 2 – Normal Workweek	13
Section 3 – Court Time	13
Section 4 – Overtime and Callback Pay	13
Section 5 – Training Pay	14
ARTICLE 18 – HOLIDAYS	14
ARTICLE 19 – VACATION POLICY	15
ARTICLE 20 – SICK LEAVE	16
ARTICLE 21 – SENIORITY	17
Section 1 – Definition of Seniority	17
Section 2 – Seniority Lists	17
Section 3 – Termination of Seniority	18
Section 4 – Leave of Absence	18
ARTICLE 22 – INSURANCE	18
Section 1 – Health Insurance	18
Section 2 – Life	18
Section 3 – Post-Employment Health Plan	19
ARTICLE 23 – UNIFORM ALLOWANCE	19
ARTICLE 24 – NO STRIKE – NO LOCKOUT	19
Section 1 – No Strike	19
Section 2 – Council Liability	20
Section 3 – Discipline of Strikers	20
Section 4 – No Lockout	20
Section 5 – Judicial Restraint	20
ARTICLE 25 – SAVINGS CLAUSE	20
ARTICLE 26 – DURATION	20
ARTICLE 27 – WAGES	21
ARTICLE 28 – SIGNATURE PAGE	22
APPENDIX A – TRAINING AND SAFETY	23
APPENDIX B – AUTHORIZATION FORM FOR DUES DEDUCTION	24
APPENDIX C – GRIEVANCE FORM	25

ARTICLE 1 PREAMBLE

This Agreement is entered into by and between Village of Oak Park, an Illinois municipal corporation (herein referred to as the "EMPLOYER" or "VILLAGE" and the Illinois Fraternal Order of Police Labor Council, (hereinafter referred to as the "COUNCIL"). The purpose of this Agreement and the intent of the parties is to provide an orderly collective bargaining relationship between the Employer and the Council representing the employees in the bargaining unit, and to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to **employee's** wages, hours, and working conditions. In consideration of mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representative and/or agents, do mutually covenant and agree as follows:

ARTICLE 2 MANAGEMENT RIGHTS

The Village shall retain the sole right and authority to operate and direct the affairs of the Employer in all its various aspects. The rights retained by the Village shall include, but not be limited, to the rights to direct and schedule the working forces; to plan, direct and control all the operations and services of the Employer to schedule and assign work; to assign overtime; to determine the methods, means, organization and personnel by which such operations and services are to be conducted; to establish work and productivity standards and, from time to time, change those standards; to make and enforce reasonable rules, and regulations, including, but not limited to, rules and regulations governing disciplinary standards and procedures. It is understood that the exercise of any of the above rights shall not conflict with any of the provisions contained in this Agreement or with state law.

ARTICLE 3 RECOGNITION

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

All full-time Community Service Officers employed by the Village of Oak Park.

Positions EXCLUDED from the above described bargaining unit shall include:
All other Village employees, and all other employees excluded by the Act

ARTICLE 4 NON-DISCRIMINATION

Neither the Employer nor the Council shall discriminate against any employee covered by this Agreement under applicable federal, state or local laws. It is the policy of the Village and the Council to afford equal opportunity in employment to all individuals, regardless of race, color, religion, age, sex, national origin,

sexual orientation, disability or status as a disabled Veteran or Vietnam Veteran. In addition, the parties agree to make a good faith effort to comply with the Americans with Disabilities Act. If the masculine pronoun appears, it is understood to be for clerical convenience only and includes the feminine pronoun as well.

ARTICLE 5 DUES DEDUCTION AND FAIR SHARE

Section 1 Dues Deduction

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

Section 2 Membership

Each employee who on the effective date of this Agreement is a member of the Council, and each employee who becomes a member after that date, shall maintain their membership in good standing in the Council during the term of this Agreement. With respect to any employee on whose behalf the Employer receives written authorization as provided for in Appendix B, the Employer shall deduct from the wages of the employee the dues and/or financial obligation uniformly required and shall forward the full amount to the Council by the tenth (10th) day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Council. Authorization for such deduction shall only be revocable by written notice to the Employer and the Council during the fifteen (15) day period prior to the expiration of this Agreement. The Employer will not similarly deduct dues in any other organization as to employees covered by this Agreement.

Section 3 Fair Share

Any present employee who is not a member of the Council shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Council dues) of the cost of collective bargaining process, contract administration in pursuing matters affecting wages, hours, and other conditions of employment, but not to exceed the amount of dues uniformly required of members. All employees hired on or after the effective date of this Agreement, who have not made application for membership on or before the thirtieth (30th) day of their hire, shall be required to pay a fair share as defined above. The Employer shall, with respect to any employee on whose behalf the Employer has not received a written authorization as provided for above, deduct from the wages of the employee the fair share financial obligation, including any retroactive amount owed, and shall forward said amount to the Council on the tenth (10th) day of the month following the month in which the deduction is made, subject only to the following.

(a) The Council has certified to the Employer that the affected employee(s) have been delinquent in their obligations for at least thirty (30) days;

(b) The Council has certified to the Employer that the affected employee has been notified in writing of the obligation and the requirement for each provision of this Article and that the employees have been advised by the Council of their obligations pursuant to this Article and of the manner in which the Council has calculated the fair share fee;

(c) The Council has certified to the Employer that the affected employee has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before an impartial arbitrator assigned by the employee and the Council for the purpose of determining and resolving any objections the employee may have to the fair share fee.

ARTICLE 6 GRIEVANCE AND ARBITRATION

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 Council, or any member covered under this Agreement and the Employer. 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 including any disciplinary actions up to and including discharge. **For purposes of Article 6, workdays shall be defined as Monday through Friday. If the Employer fails to provide a written response in the time frames denoted for each step, the Union and/or grievant shall consider the grievance denied.**

STEP 1

The employee, with or without a Council representative, may take up a grievance with the employee's Commander or the Commander's designee within ten (10) work days of its occurrence, or when the employee first knew or should have reasonably known of the circumstances giving rise to the grievance. The Commander shall then attempt to adjust the matter and shall respond **in writing** within ten (10) workdays after such discussion **to the grievant and Labor Council**. It is understood that all grievances and responses thereto shall be reduced to writing. **Any settlement reached by the parties at any step shall be reduced in writing and signed by both parties.**

STEP 2

~~If not adjusted in Step One, the grievance shall be presented by the Council to the Deputy Chief of Police within five (5) workdays following the receipt of the Commander or the Commander's designee's answer in Step One or at the expiration of the time frame required for the written response in Step One whichever comes first. The Deputy Chief of Police shall attempt to adjust the grievance as soon as possible, and therefore will schedule a meeting with the employee, the immediate supervisor, and Council Representative to be held within ten (10) work days after receipt of the grievance. The~~

~~Deputy Chief of Police shall then render a written decision, based on the supplied information during the meeting, within ten (10) workdays of the above referenced meeting.~~

STEP 2

If the grievance is not adjusted in Step ~~Two~~ **One**, the grievance shall be presented by the Council **or grievant** to the Chief of Police within five (5) workdays following the receipt of the ~~Deputy Chief of Police's~~ **Commander or the Commander's designee** written response in Step ~~Two~~ **One** of this procedure or at the expiration of the time frame required for the response in Step ~~Two~~ **One** whichever comes first. A meeting, including the Chief of Police, the grievant and not more than two (2) the Union representatives and, at the discretion of the Chief of Police, whatever supervisory personnel the Chief in his discretion deems necessary to the resolution of the grievance, shall be held within ten (10) workdays of receipt of the grievance from the Deputy Chief at a mutually agreed time and place with the Chief to discuss the grievance. The Chief will render a written decision within ten (10) workdays of the meeting **to the grievant and the Labor Council.**

STEP 3

If the grievant still wishes to pursue the grievance, an appeal must be submitted to the Village Manager within five (5) workdays of the receipt of the Chief's written response or at the expiration of the time frame required for the written response in Step ~~Three~~ **Two** whichever comes first. A meeting between the grievant, and not more than two (2) Union representatives, and the Village Manager and any other supervisory personnel the Manager or designee in their discretion deem necessary to the resolution of the grievance shall be held at a mutually agreeable time and place within fifteen (15) workdays of the Village Manager's receipt of the grievance, unless otherwise agreed upon, to discuss the grievance. If no settlement is reached, the Village Manager or designee shall give the Village Manager's response in writing to the **Labor Council and grievant** within fifteen (15) workdays following said meeting **or at the expiration of the time frame required for the written response in Step.**

STEP 4

If the grievance is not settled in Step **(3)** the matter shall be referred by the **Labor** Council only for arbitration by written request of the **Labor** Council made within fifteen (15) workdays of receipt of the Employer's written response in Step ~~4~~ **(3)** or at the expiration of the time frame required for the written response in Step ~~Four~~ **Three** whichever comes first. Arbitration shall proceed in the following manner: The parties shall attempt to agree upon an arbitrator promptly. In the event that the parties cannot agree upon an arbitrator within fifteen (15) workdays after the grievance has been referred to arbitration, the parties shall obtain a list of recognized arbitrators from the Federal Mediation and Conciliation Service. Each party shall have the right to strike an entire panel of arbitrators. The parties shall alternately strike one (1) name from the list until one (1) name remains; the person whose name remains shall be the arbitrator. Order of individual strikes shall be determined by a coin toss with the loser striking first.

The arbitrator shall be notified by a joint letter from the Employer and the Union of their selection. The parties will request that the arbitrator set a time and place for the hearing, subject to the availability of the Council and the Village representatives. The arbitrator shall have no right to amend, modify nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issues submitted and the arbitrator's decision and award shall be based solely upon the **arbitrator's** interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented consistent with applicable law. The award of the Arbitrator shall be final and binding upon both parties. The costs of the arbitration, apart from those incurred by each party in the presentation of their case, shall be divided equally between the Village and the Council. No grievance shall be entertained or processed unless it is filed within time limits set forth in this Article. If the Village fails to provide an answer within the time limits provided in this Article, the **Labor** Council may appeal immediately to the next step of the grievance procedure. The arbitrator shall issue a decision not later than thirty (30) calendar days from the date of closing of the hearing or the submission of briefs by the parties. If there is a settlement during any of the above steps such settlement will be reduced to writing. Both parties agree that any step of the grievance procedure may be bypassed or extended by mutual agreement. For the purpose of this Article, workdays are defined as Monday through Friday, exclusive of days on which Village Hall is not open.

ARTICLE 7 LABOR MANAGEMENT CONFERENCE

The Council and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Council representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least ten (10) ten calendar days in advance by either party by placing in writing a request to the other for a "labor-management conference" and expressly providing the agenda for such meeting. Such meetings may include: Discussion on the implementation and general administration of this Agreement. To effectuate the purposes and intent of the parties, both parties agree to meet as necessary.

- (a) A sharing of general information of interest to the parties.
- (b) Notifying the Council of changes in non-bargaining conditions of employment contemplated by the Employer, which may affect employees.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "labor-management conferences", nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings. When absence from work is requested by the Council representatives to attend "labor-management conferences", permission will be requested from the immediate Supervisor. The decision to honor the request will be subject to scheduling and staffing needs of the department and

shall not be unreasonably withheld. Employees granted permission to attend during their regular assigned shift will be paid. Employees who attend on their day off will not be paid.

ARTICLE 8 LAY-OFF

Where there is an impending lay-off with respect to the employees in the bargaining unit, the Employer shall inform the Council in writing no later than thirty (30) days prior to such lay-off and layoffs may be initiated by the Employer only where there are insufficient funds to pay the employees in the bargaining unit. The Employer will provide the Council with the names of all employees to be laid off prior to the lay-off. The laid off persons shall be placed on a recall list for two (2) years from the actual date of lay-off and for purposes of recall from such list seniority shall prevail providing the person can qualify. In lay-offs and rehiring, the last persons hired shall be the first persons laid off, and in rehiring employees, it is the employee with the most seniority who shall be the first returned to work, until the seniority list is exhausted.

Temporary, part-time and probationary employees shall be laid off first, in that order, and then employees shall be laid off in accordance with their seniority. The employees with the least amount of seniority in their classification shall be laid off first. All employees shall receive notice in writing of the lay-off at least thirty (30) days in advance of the effective date of such lay-offs. No person will be hired or contracted to perform those duties normally performed by bargaining unit members while any bargaining unit member is on lay-off status. The Employer will not increase the use of part-time/temporary employees while any full-time bargaining unit member covered by the terms of this Agreement is on lay-off. Any employee who has been laid off shall be placed on the appropriate reinstatement list and shall be recalled on the basis of seniority. Employees covered by this Agreement, who have been laid off, shall be given fourteen (14) calendar days' notice of recall and notice shall be sent to such persons by certified mail, return receipt requested with a copy sent to the Council via first class mail. The covered employee who has been recalled shall notify the Director of Human Resources or designee of their intention to return within seven (7) days after receiving notice of recall, unless circumstances beyond the control of the employee prevent the employee from doing so.

The Employer shall be deemed to have fulfilled its obligation by mailing notice of the recall by certified mail, return receipt requested, to the last mailing address provided by such employee. Each covered employee has the obligation to provide the Director of Human Resources with their most current mailing address. Failure to report for work prior to the expiration of such notice period shall result in loss of further consideration for recall unless the employee's failure to respond or report for work was due to circumstances beyond their control.

ARTICLE 9 EMPLOYMENT SECURITY

The Council agrees that the Employer has the direction and promotion of the working force, including the right to hire, suspend, discharge or transfer for just cause, providing this will not be used for the purpose of discrimination against any employee for Council activities.

ARTICLE 10 PERSONNEL FILES

Upon request of an employee, the Employer shall reasonably permit an employee to inspect his personnel file subject to the following:

A. Such inspection shall occur following receipt of written request and scheduled appointment with the Human Resources Director within five (5) days following said request; and

B. Such inspection shall occur during regular daytime working hours Monday through Friday in the presence of the Human Resource Director or the Director's designee; and

C. The employee shall not be permitted to remove any part of the personnel file from the premise but may obtain copies of any information contained therein. Access to an employee's personnel file shall be limited to the employee, the Human Resources Director and such administrative personnel as the Human Resources Director may designate.

ARTICLE 11 CONDUCT OF INVESTIGATIONS

The Village may utilize the rank of Sergeant and above to investigate the alleged misconduct of an employee covered by the terms of this Agreement. At the employee's specific request, a Council representative will be allowed to attend any investigatory interview, which the employee reasonably believes may lead to discipline of the employee. The interview shall be reasonably delayed ~~to allow~~ **allowing** the employee an opportunity to have a Council representative present.

ARTICLE 12 LABOR COUNCIL REPRESENTATIVES

For the purposes of administering and enforcing the provisions of this Agreement, the Employer agrees as follows:

Section 1 Attendance at Council Meetings

Subject to the need for orderly scheduling and emergencies the Employer agrees that one (1) elected official of the bargaining unit shall be permitted reasonable time off, without pay, to attend general, board or special meetings of the Council, provided that at least twenty-eight (28) days notice of such meetings shall be given in writing to the Employer, and provided further that the names of all such officials and employees eligible to attend such meetings shall be certified in writing to the Employer.

Section 2 Grievance Processing

Reasonable time while on duty shall be permitted Council representatives for the purpose of aiding or assisting or otherwise representing employees in the handling, investigating and processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of pay. Employees designated for this purpose must receive prior approval from the supervisor before engaging in the activities contained in the paragraph above.

Section 3 Attendance at Labor Council Conferences

Any two (2) employee(s) chosen as delegate(s) to Labor Council Conference will, upon written application approved by the Council and submitted to the Village with at least twenty-eight (28) days notice, be given a leave of absence without pay, subject to scheduling and staffing needs of the department for the period of time required to attend such convention or conference not to exceed one (1) week. Such requests shall not be unreasonably withheld.

Formatted: Not Double strikethrough

Section 4 Council Negotiating Team

Members designated as being on the Council negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. If a designated Council negotiation team member is on regular day-off status on the day of negotiations, the member will not be compensated for attending the session. A limit of no more than one (1) employee per shift will be applied.

ARTICLE 13 BULLETIN BOARDS

The Employer shall provide the Council with designated space on available bulletin boards, or provide b boards on a reasonable basis, where none are available for purposes of the Council. Such bulletin boards shall be used exclusively for Council related business and information.

ARTICLE 14 LEAVES OF ABSENCE

Section 1 Bereavement Leave/Death in Family

The Employer agrees to provide to employees leave without loss of pay as a result of death in the family. In case of death in the immediate family, three (3) paid days of absence shall be approved by the Employer. Additional time off may be extended with the Chiefs approval.

Section 2 Definition of Immediate Family

"Immediate family" shall mean the spouse, domestic partner, children, mother, father, sisters, and brothers of employees or their spouse, whether natural, step, in-law, or grand. In addition, a maximum leave of three (3) consecutive calendar days may be granted in the case of death of a person who is a household member, but who is not defined as "immediate family."

Section 3 Short-Term Military Leave

Military leave shall be granted in accordance with applicable Federal and Illinois laws as amended, Executive Orders or state regulations.

Section 4 Education Leave

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

Section 5 Maternity Leave

A leave of absence shall be granted for maternity upon employee's request accompanied by written verification by the employee's physician of the medical necessity for and extent of such leave. Such request must be presented in writing to the employee's immediate supervisor, setting forth a date each leave is to begin as soon as that date can be determined by the employee and the employee's physician. Return to work shall be as soon as reasonable after delivery as permitted by a signed release by the employee's physician. Employees must use all earned leave before taking unpaid leave. In addition, the Village agrees to comply with the Family and Medical Leave Act or as amended.

Section 6 Jury Duty

Employees required to appear for, or serve on a jury shall receive all benefits and pay while so appearing and serving, provided that the employee shall be required to remit any jury remuneration to the Village.

ARTICLE 15 GENERAL PROVISIONS**Section 1 Council Representative Visitation**

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

Section 2 Access to Records

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

Section 3 Personnel Manual

The Village will provide each employee in the bargaining unit with an up-to-date electronic copy of the Village of Oak Park Personnel Manual by means of posting on the employee intranet. Any condition of employment and work not expressly covered by this Agreement shall be governed by the provisions of the Personnel Manual.

ARTICLE 16 EMPLOYEE TESTING

Section 1 Statement of Policy

It is the policy of the Village 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 employees.

Section 2 Drug and Alcohol Testing Permitted

Where the Village has reasonable suspicion to believe that an employee is under the influence of alcohol or drugs during the course of the work day, the Village shall have the right to require the employee to submit to alcohol and/or drug testing as set forth in this Agreement. At least two (2) supervisory personnel, including sergeants and above in the Police Department, must verbally certify their reasonable suspicions concerning the affected employee prior to any direction to submit to the testing authorized herein. Such certification of their reasonable suspicions must then be provided in writing **or by presenting a completed form provided from the Human Resources Department for the purposes of reasonable suspicion prior to** ~~within twenty-four (24) hours of the~~ employee ~~being is~~ directed to submit to testing. There shall be no random or unit wide testing of employees except random testing of an individual employee as authorized in Section 7 below.

Section 3 Order to Submit to Testing

The employee shall be permitted to consult with a representative of the Labor Council at the time the order to submit to testing is given. The Village will provide the employee, and if available, the Council's representative with the reasons for the order prior to the order. Refusal to submit to such testing may subject employees to discipline up to and including discharge but employees taking the test shall not be construed as a waiver of any objection or rights that they may have.

Section 4 Tests to be Conducted

In conducting drug testing and/or alcohol 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 Substance Abuse and Mental Health Services Administration (SAMHSA);
- (b) Insure that the laboratory or facility selected conforms to all SAMHSA standards;
- (c) Establish a chain of custody procedure for both the sample collection and testing that will insure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody.

(d) Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside and reserved for later testing if requested by the employee;

(e) Collect samples in such a manner as to preserve the individual employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration; however, employees may nonetheless be witnessed by medical personnel at a hospital or laboratory facility to ensure that the employee does not attempt to compromise the accuracy of the test sample;

(f) Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;

(g) Provide the employee tested with an opportunity to have the additional sample tested by a qualified clinical laboratory or hospital facility as provided for in subsection (a) above of the employee's own choosing, at the employee's own expense; provided the employee notifies the Village within seventy-two (72) hours of receiving the results of the tests and that the chain-of-custody for the transfer of such sample is confirmed by a neutral third party such as a licensed and bonded delivery service with an established system for certifying such deliveries;

(h) Require that the laboratory or hospital facility report to the Village that a urine or blood sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The Village shall take no adverse employment action against an employee whose test results are negative.

For alcohol testing, the Village shall:

Regard test results showing an alcohol concentration of 0.02 or more based upon the grams of alcohol per 100 milliliters of blood as being under the influence. The Village shall also provide each employee tested with a copy of all information and reports received by the Village in connection with the testing and the results when the employee requests same. In addition, the Village shall insure that no employee is the subject of any adverse employment action except emergency temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such emergency reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

Section 5 Right to Contest

The Labor Council and/or employee, with or without the Labor Council, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the notice to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the

tests, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the Grievance Procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished, or otherwise impaired any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Labor Council.

Section 6 Voluntary Requests for Assistance

Except for probationary employees, employees subject to a last chance agreement and employees who do not follow the treatment prescribed by the EAP referred treating agency and/or physician the-Village shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Village may require reassignment of employees with pay if they are then unfit for duty in their current assignments. The Village shall make available through its Employee Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential, and any information received by the Village, through whatever means, shall not be used in any manner adverse to the employee's interests, except reassignment as described above.

Section 7 Discipline

In the first instance that employees test positive on both the initial and confirmatory test or just the confirmatory test; if only one (1) test is given, for any drug other than supported prescribed drugs or are found to be under the influence of alcohol, they shall be referred to the E.A.P. as well as subject to immediate discipline including either suspension or discharge. Discipline may, in some instances, include a combination of the following: Discipline less than discharge is conditional upon:

- (a) the employee agreeing to appropriate treatment as determined by the physician(s) or substance abuse professional (SAP) involved;
- (b) the employee discontinuing the abuse of drugs and/or alcohol;
- (c) the employee completing the course of treatment prescribed, including an "aftercare" group for a period of up to twelve (12) months; and
- (d) the employee agreeing to submit to random testing during hours of work during the period of "aftercare" for a period of up to twelve (12) months.

The foregoing shall not be construed as an obligation on the part of the Village to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing their duties or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employees shall use accumulated paid leave or request an unpaid leave of absence, pending treatment.

The foregoing shall not limit the Village's right to discipline employees for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse. Employees are not allowed to voluntarily request the E.A.P. in lieu of discipline once tests have been ordered. Employees who do not agree to or who do not act in accordance with the foregoing, or test positive a second time for the presence of drugs or alcohol during the hours of work shall be subject to immediate discharge.

ARTICLE 17 HOURS

Section 1 Normal Workday

Employees shall normally work an eight (8) consecutive hour day that includes two (2) rest periods per day of (15) fifteen minutes each scheduled by the Employer so as to be consistent with departmental operations.

Section 2 Normal Workweek

Employees shall normally work a forty (40) hour week within seven (7) consecutive calendar days consisting of one five-day work week covering Sunday through Thursday, and one five-day work week covering Tuesday through Saturday.

Section 3 Court Time

A Community Service Officer who is required by the Village to be in court while off duty, where such time does not abut their scheduled duty hours, shall receive a guaranteed minimum of three (3) hours pay at one and one-half times their regular straight time hourly rate or pay at the overtime rate for the actual hours worked, whichever is greater.

Section 4 Overtime and Call Back Pay

Authorized hours worked in excess of eight (8) hours per day and forty (40) hours per week shall be paid at the rate of one and one-half (1-1/2) times the normal hourly wage rate and may be taken in the form of pay or compensatory time at the employee's choosing. A maximum of eighty (80) hours compensatory time may be carried over into the next calendar year. All hours beyond the eighty (80) will be paid for in the first paycheck following February 1 of each calendar year. Time off requests shall not be unreasonably denied or withheld by the Village. Compensatory time may be taken in one-half (1/2) hour increments. Changes to the shift to which an employee is assigned to shall be made only with seventy-two (72) hours advance notice to the employee and shall not be made to avoid the payment of overtime. 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. Employees called back for work after completion of their regularly scheduled shift shall receive from the time they report to the station, a minimum of two (2) hours pay at the rate of one and one-half (1-1/2) times their normal hourly rates, or pay at the overtime rate for the actual hours worked, whichever is greater.

Whenever possible the Village shall attempt to schedule call back assignment on a rotating seniority basis. Hours credited to an employee under the call back system may be counted as compensatory time under the following situations:

(a) Any of the two (2) guaranteed hours that are not worked are considered premium hours. Two (2) hours minus time actually worked equal premium hours). Premium hours may be converted to compensatory time.

(b) For the 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 5 Training Pay

When a CSO acts or is serving as a training officer that officer shall be paid the equivalent of one (1) hours pay at the appropriate time and one-half rate (1 ½) of pay for each day of service as a training officer, in addition to their regular pay or taken as compensatory time at the option of the employee.

ARTICLE 18 HOLIDAYS

The following shall be paid holidays for each employee covered by the Agreement:

Employee's Birthday Holiday	Independence Day
New Years Day	Labor Day
President's Day	Veteran's Day
Martin Luther Kings Day	Thanksgiving Day
Memorial Day	Christmas Eve
	Christmas Day

Community Service Officers will be allowed to take eleven (11) days off with pay in lieu of having the actual holidays off: Holiday days are encouraged to be utilized during the contract year in which they fall, however, any holiday carried over from the preceding year must be used by April 1st or lost to the employee. Holidays may be taken individually. Holidays selected must be approved by the Village in order to maintain adequate scheduling of staff. Employees will not be required to work on their approved holidays unless there is a major disaster in the community or an emergency in the Police Department. The employee must request holiday utilization in writing no sooner than twenty-eight (28) days before the requested day off and no later than seventy-two (72) hours before the day off: Requests for holidays made less than seventy-two (72) hours before the day off may be allowed but will not be interpreted as a denial if not granted. If the Village denies two (2) consecutive requests for holiday utilization by an employee for two different dates the Village will be required to use the callback procedure to determine if another permanent employee will work the request tour of duty. Any employee who is scheduled to work on any of the eleven (11) paid holidays shall automatically be credited with four (4) hours compensatory time due or pay at the appropriate overtime rate, at the employee's choice.

In the event the employee is required to work on an approved holiday, they will be paid their normal rate of pay in addition to their holiday pay. In addition to the Holidays specified above, each employee covered by this Agreement shall annually be entitled to one (1) Personal Days-off with pay during the life of this Agreement. The taking of a Personal Day shall be scheduled with the employee's Supervisor.

ARTICLE 19 VACATION POLICY

The Village shall grant vacation with pay to employees. Eligible employees shall accrue vacation hours on a bi-weekly basis. The amount of accrual of vacation hour's bi-weekly shall be based on the employee's length of Village service, as defined in this policy.

From the starting date through the completion of the fifth (5th) year of service, the employee earns vacation at the rate of two (2) weeks (10 days) annually with pay.

From the start of the sixth (6th) year of service through the completion of the twelfth (12th) year of service, the employee earns vacation at the rate of three (3) weeks (15 days) of vacation annually with pay fifteen.

From the start of the thirteenth (13) year of service through the completion of the twentieth (20) year of service, the employee earns vacation at the rate of four (4) weeks (20 days) vacation annually with pay.

From the start of the twenty-first (21) year of service, the employee will accrue vacation at the rate of five (5) weeks (25 days) annually with pay.

Any increases in accrued vacation time due to length of service will occur during the pay period in which the employee's starting date falls.

Employees shall select the periods of their annual vacation on the basis of unit seniority, with the limitation that no more than one (1) employee per shift at a time may be scheduled for vacation.

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. 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 Commander. Employees may select vacations to begin any day of the week. Employees may only use vacation time, which they have accrued, except that the department head, subject to scheduling and workload limitations, shall permit the employee to use up to forty (40) hours of unaccrued vacation time. No employee shall, however, be permitted to take additional vacation time whenever the employee's negative vacation balance exceeds forty (40) hours. Employees may also supplement vacation time with any other earned time (holiday and/or compensatory).

ARTICLE 20 SICK LEAVE

The Village shall grant sick leave to an employee who is unable to report to work due to non-work-related illness or any non-work related physical condition, which prevents the employee from effectively performing duties of the job. No more than forty (40) hours per year of accrued sick leave may be used for sickness in the family. The Village will provide employees with a written accounting of their individual sick time accumulation credits at least once per year or at any time by request of the employee.

One purpose of sick leave is to financially assist those employees who experience illnesses of several weeks duration. Employees are, therefore, encouraged to accumulate their leave to limit the need for placement on a sick leave - no pay status. Employees may accumulate a total of two hundred-forty (240) days, which equals one (1) year. In addition, retiring employees who are members of the Illinois Municipal Retirement Fund (IMRF) can "qualify for a maximum of one (1) year of additional pension service credit for unpaid, unused sick leave, at the rate of one (1) month for every twenty (20) days of unpaid unused sick leave or fraction thereof up to twelve (12) months (240 days).

All employees will accrue thirteen (13) days of sick leave per year at the rate of four (4) hours per pay period. Such accruals will be added to the sick leave balances cited above based on years of service. To be considered eligible for sick leave compensation due to a non-work illness or injury, employees must adhere to the following Village procedures: Employees must notify their supervisor by telephone no later than one (1) hour prior to the scheduled workday. When notifying the supervisor, employees must indicate what illness and/or injury prevents them from reporting to work, when they will be able to return to work and identify the location from which they will be recovering. Employees must keep their supervisor informed of their condition each subsequent day of absence after the initial one unless permission is granted otherwise.

The Department Head may require an employee to produce a statement from a health care professional for any non-service connected illness and/or injury which prevented the employee from reporting to work three (3) or more consecutive workdays. The health care statement must state the reasons why an employee was unable to report for work. Employees who fail to contact their supervisor for (3) three consecutive workdays as described above are considered to have voluntarily resigned. An employee may be reinstated only upon demonstrating extenuating circumstances to the Village Manager. Medical certification may also be requested by the Village when an employee experiences multiple illnesses of shorter periods and/or absences due to illness and/or injury on the day of, before, or after a holiday or vacation.

As mutual protection for the employee and the Village, the Director of Human Resources may require an employee to submit to a physical examination by a designated physician when in the Director's opinion; the performance of the employee has become limited or weakened by impaired health. The physical will be at the Village's expense.

The Director of Human Resources may require the employee to conform to the physician's recommendations as a condition of continued employment with the Village. In the event that the Village's physician determines that the employee is capable of returning to work and the employee's physician determines that the employee is not capable of returning to work, the Village's physician and the employee's physician shall mutually select a third physician to make the determination. The decision of the third physician shall be binding.

Employees who are absent from work due to illness the day before and/or the day after a holiday or their scheduled vacation may not be eligible for sick leave compensation for the absence(s) unless the absence(s) is approved by the Department Head. Employees who become injured or ill and not able to work while on vacation must continue their scheduled vacation time before going on sick leave.

Sixteen **(16)** hours of paid sick leave may be used annually for preventative medicine or treatment, which requires the employee to take time off during normal working hours to see doctors and/or receive medical attention, which cannot be reasonably scheduled outside of working hours. In the event the employee requires additional time off during normal working hours beyond the sixteen hours cited above to see doctors and/or receive medical attention which cannot be reasonably scheduled outside of working hours, such additional time is subject to prior approval from the employee's supervisor and the employee must use accrued time off other than paid sick leave such as Holiday or compensatory time for such absences. The granting of sick leave for the reasons cited in the paragraph immediately prior is within the discretion of the Department Head and may be denied, depending on staffing levels of the department or when such requests have been excessive as determined by the Department Head and shall not be unreasonably withheld

ARTICLE 21 SENIORITY

Section 1 Definition of Seniority

For the purpose of the term seniority, it shall be length of full time continuous service with the Employer. Seniority used for selecting vacation or other time off shall be based on the employee's length of service in the classification.

Section 2 Seniority Lists

The Employer shall prepare a list setting forth the present seniority dates for all employees covered by this Agreement and shall become effective on or after the date of execution of this Agreement. Such list shall finally resolve all questions of seniority affecting employees covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure.

Section 3 Termination of Seniority

An employee shall have their seniority broken when the employee:

- (a) quits or resigns; or

(b) is discharged for just cause; or

(c) accepts gainful employment while on an approved leave of absence; or

(d) is absent for three (3) consecutive scheduled workdays without proper notification or authorization.

Section 4 Leave of Absence

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

ARTICLE 22 INSURANCE

Section 1 Health Insurance

Employees will be offered the identical health insurance plans, prescription drug plan and dental insurance plans at the identical cost- and co-pays as other Village employees not covered by any other labor contract. Effective January 1, 2013 and there after, employee contribution will not increase by more than twenty percent (20%) of the preceding year's contribution rates or the actual percentage increase whichever is less. Employees will pay the same premium as all other Village employees for their selected plan and coverage. The Union/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-pays, or deductibles, the Village shall make all reasonable efforts to maintain a substantially equivalent level of benefits at the best available costs. The Village agrees to negotiate with the Union/Lodge over the impact of said decisions provided the Union/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.

Section 2 Life

In addition to the hospitalization and medical program, the Village will pay one hundred percent (100%) of the cost of ~~twenty five thousand dollars (\$25,000)~~ **fifty thousand dollars (\$50,000)** in basic term life insurance and accidental death and dismemberment insurance, and the Employer will offer the option of additional life insurance as specified by the life insurance carrier and subject to approval by the life insurance carrier at the employee's expense.

Section 3 Post Employment Health Plan

On June 1, 2003, the Employer established a post-employment health plan (PEHP) through Nationwide Retirement. The PEHP plan shall be continued through Nationwide Insurance or any other mutually agreed provider. Employees shall annually sell back to the Employer their compensatory time in excess of eight (8) hours 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, and remaining clothing

allowance in lieu of paying the pensioner or deferred pensioner directly for the same. Once each year of this Agreement the members may vote to determine the percentage of their wages that may be contributed to PEHP.

ARTICLE 23 UNIFORM ALLOWANCE

All employees are required to wear Village supplied uniforms upon their employment. The monies to purchase uniforms will be supplied by the Village. Beginning in 2013, the Village will supply \$600.00 per year for maintenance of said uniforms, providing each member of the bargaining unit a payment of \$300.00 by April 1 and \$300.00 by October 1 of each year of this Agreement. For an employee's first year of service, in lieu of the six hundred-dollar (\$600) uniform allowance, the **Village will supply newly hired employees within twelve (12) weeks of the start date a uniform consisting of (2) short sleeve shirts, (2) long sleeve shirts (2) pants, (3) dark blue turtlenecks, (1) neck tie, (2) name plates, black work shoes, (1) five-point hat, winter coat, rain coat and hat.** ~~The newly hired employee will not be eligible for the uniform allowance payment until the next available payment after a twelve (12) month period from their start date. will receive the uniform apparel the full six hundred dollars \$600.00 no later than within twelve (12) weeks of the start date. In addition, all newly hired employees will receive three (3) dark blue turtlenecks purchased by the Village. During the contract year 2016 only, all existing members will receive three (3) dark blue turtlenecks purchased by the Village.~~ Employees are required to maintain their uniforms in compliance with departmental standards. If the Village requires any uniform changes the cost of such changes shall be the responsibility of the Village. However, any approved but not required changes requested by employees shall be paid for by the employee.

ARTICLE 24 NO STRIKE-NO LOCKOUT

Section 1 No Strike

Neither the Council nor any individual member of the bargaining unit will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform overtime, mass resignations, mass absenteeism, picketing or any other intentional interruption or disruption of the operations of the Village, 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 by the Village. In the event of a violation of this Section, the Council agrees to inform by reasonable means all members of their obligations under the law and this Agreement and to direct them to return to work and/or to cease all activities in violation of this Section. The Village agrees that provisions of this Article will in no way prevent employees from participating in their Constitutional Rights.

Section 2 Council Liability

The Council, including its officials and agents shall not be liable to the Employer for any damages, direct or indirect, upon complying with the requirements of this Article. Upon the failure of the Council to comply with the

provisions of Section 1 above, any agent or official of the Council who is an officer covered by this Agreement may be subject to the provisions of Section 3 below.

Section 3 Discipline of Strikers

Any member who violates the provisions of Section 1 shall be subject to disciplinary action. Any action taken by the Employer against any employee who participates in action prohibited by Section 1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, except that the issue of whether an employee actually engaged in a prohibited action shall be subject to the grievance and arbitration procedure.

Section 4 No Lockout

The Village will not lock out any employees during the term of this Agreement as a result of a dispute with the Council.

Section 5 Judicial Restraint

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

ARTICLE 25 SAVINGS CLAUSE

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

ARTICLE 26 DURATION

This Agreement and its provisions shall be effective **January 1, 2018** and shall continue in full force and effect until **December 31, 2020** or until a successor agreement is executed between the parties, whichever later occurs. In the event that either party has the desire to bargain, pursuant to Sections 4 and 7 of the Illinois Public Labor Relations Act, during the term of this Agreement, it shall deliver to the other a Notice of Demand to Bargain. Negotiations for a successor agreement shall commence upon service of a Notice of Demand to Bargain by either party, such Notice to be served not more than ~~180~~ **ninety (90)** days nor less than sixty (60) days prior to **December 31, 2020**. All negotiations between the parties under the above shall commence not later than fifteen (15) days after receipt from the Notice of Demand to Bargain, unless otherwise mutually agreed.

ARTICLE 27 WAGES

Effective date of ratification by the members and Village Board approval but no earlier than **1/1/2018**, apply a **2.50%** across-the-board salary increase to all steps (A through H).

Effective 1/1/**2019**, apply a **2.50%** across-the-board salary increase to all steps (A through H).

Effective **1/1/2020**, apply a **2.50%** across-the-board salary increase to all steps (A through H).

Effective 1/1/2003, the longevity step for employees having ten (**10**) years of service shall be **five** (5%) above step H each year for the term of the contract. Effective 1/1/2000 the step plan based upon the employees hiring anniversary date will be reinstated, so that employees will progress through steps based upon their time in service on their hiring anniversary, and steps (A through H) will be defined as follows:

- Step A - Starting Salary
- Step B - Completion of probationary period
- Step C - Completion of one (1) year of service
- Step D - Completion of two (2) years of service
- Step E - Completion of three (3) years of service
- Step F - Completion of four (4) years of service
- Step G - Completion of five (5) years of service
- Step H - Completion of six (6) years of service
- Longevity Step at the completion of ten (10) years of service.

<u>WAGE SCHEDULE</u>				
STEP	Current	2.50%	2.50%	2.50%
		1/1/2018	1/1/2019	1/1/2020
A	\$41,318.98	\$42,351.95	\$43,410.75	\$44,496.02
B	\$42,970.89	\$44,045.16	\$45,146.29	\$46,274.95
C	\$44,689.36	\$45,806.60	\$46,951.77	\$48,125.56
D	\$46,477.74	\$47,639.68	\$48,830.67	\$50,051.44
E	\$48,334.89	\$49,543.26	\$50,781.84	\$52,051.39
F	\$50,268.59	\$51,525.31	\$52,813.44	\$54,133.78
G	\$51,775.18	\$53,069.56	\$54,396.30	\$55,756.21
H	\$53,977.36	\$55,326.80	\$56,709.97	\$58,127.72

Employees who receive an overall performance evaluation score indicating their performance during the preceding year exceeded expectations as evidenced by an overall evaluation score of 12.51(or equivalent on alternate forms) are entitled to receive a ~~1.25~~ **1.50%** lump sum payment based on their annual salary rate in effect on December 31 of the year for which the performance rating was conducted.

All new employees shall start at Step A and proceed through the payment scale as described above. Persons transferred or promoted into the classification of Community Service Officer from positions in other bargaining units or from non-represented positions within the Village shall be placed on the above Wage Schedule at the wage step nearest to but not less than the wage rate of their current position. Persons promoted into or transferred to the classification of Community Service Officer shall serve a probationary period of six (6) months.

ARTICLE 28 SIGNATURE PAGE

For the Village of Oak Park:

For the Illinois FOP Labor Council:

Cara Pavlicek Date
Village Manager

Kevin S. Krug Date
Northern Field Supervisor

Joshua Dennis Date
Unit Steward

Maceo Somerville Date
Unit Steward

APPENDIX A TRAINING AND SAFETY

The provisions outlined above are part of the contract and subject to the grievance procedure. ~~Effective January 1, 2000~~ The Village agrees to provide the following:

- A) Training related to blood borne pathogens once per year.
- B) **Voluntary** Hepatitis B inoculations.
- C) ~~One (1) large and one (1) medium size~~ **Each covered member will be provided with a** bulletproof vest with an outer vest cover. ~~for each. The vests will be shared by the members of this agreement and will meet with departmental standards.~~

APPENDIX B DUES AUTHORIZATION FORM

ILLINOIS FRATERNAL ORDER OF POLICE, LABOR COUNCIL

I, _____, hereby authorize my Employer, Village of Oak Park, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. (In addition, I authorize my Employer named hereinabove to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.)

Date: _____ Signed: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____
E-mail: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn.: Accounting
974 Clock tower Drive
Springfield, Illinois 62704
(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction.



APPENDIX C - GRIEVANCE FORM

(use additional sheets where necessary)

Date Filed: _____
Department: Village of Oak Park

Grievant's Name: _____
Last First M.I.

STEP ONE

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

Article(s) and Sections(s) of Contract violated: _____ and
all other applicable Articles/Sections.

and all and all other

Briefly state the facts: _____

Remedy Sought: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP ONE RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP TWO RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

Lodge/Unit No. / Year / Grievance No.

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP THREE RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP FOUR

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP FOUR RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP FIVE - REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative

