

A G R E E M E N T

Between

VILLAGE OF LIBERTYVILLE

And

ILLINOIS FRATERNAL ORDER OF POLICE  
LABOR COUNCIL / LODGE 33

EFFECTIVE

MAY 1, 2014

Through

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**AGREEMENT**  
**between**  
**VILLAGE OF LIBERTYVILLE**  
**and**  
**ILLINOIS FRATERNAL ORDER OF POLICE**  
**LABOR COUNCIL**

**PREAMBLE**

THIS AGREEMENT entered into by the VILLAGE OF LIBERTYVILLE, ILLINOIS (hereinafter referred to as the "Village" or the "Employer") and the ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL (hereinafter referred to as the "Council" or "FOP"), has as its basic purpose the promotion of harmonious relations between the Employer and the Council; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of an entire Agreement covering rates of pay, hours of work and conditions of employment applicable to bargaining unit employees. In consideration of the mutual promises, covenants and Agreement contained herein, the parties hereto, by their duly authorized representatives and/or agents, do mutually covenant and agree as follows:

**ARTICLE I**

**RECOGNITION**

Section 1.1. Recognition. Pursuant to the certification of the Illinois State Labor Relations Board in Case No. S-RC-10-045, the Village recognizes the Council as the sole and exclusive collective bargaining representative for all sworn police officers in the rank or title of Sergeant employed by the Village of Libertyville, but excluding all other employees of the Village of Libertyville.

Section 1.2. Probationary Period. There shall be no probationary period for employees covered by this Agreement.

Section 1.3. Fair Representation. The Council recognizes its responsibility as bargaining agent and agrees fully to represent all employees in the bargaining unit, whether or not they are members of the Council.

Section 1.4. Formal Notifications Between the Village and Council. All formal notifications to the Council shall be addressed to the Illinois FOP Labor Council, 5600 South Wolf Road, Suite 120, Western Springs, IL 60558, with a copy to the Sergeant, designated as the local Council representative. All formal notifications to the Village shall be addressed to the Village Administrator, Village of Libertyville, 118 West Cook Ave., Libertyville, Illinois 60048, with a copy to the Police Chief.

Section 1.5. Gender. Wherever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

## ARTICLE 2

### NON-DISCRIMINATION

The Village and Council agree not to discriminate in the administration of this Agreement against any employee on the basis of race, color, creed, sex, age, national origin, Council membership or Council activity, or other protected status within the requirements and limitations of federal and state statutes. Grievances regarding alleged violations of Article 2 (Non-Discrimination) shall not be filed under this Agreement.

## ARTICLE 3

### UNION SECURITY AND RIGHTS

Section 3.1. Dues Checkoff. While this Agreement is in effect, the Village will deduct from the first paycheck each month the uniform, regular monthly Council dues for each employee in the bargaining unit who has filed with the Village a voluntary, effective checkoff authorization, attached as Appendix A. If a conflict exists between the checkoff form and this Article, the terms of this Article and Agreement control. Dues shall be remitted to the Council by the 15th day of the month following deduction. A Council member desiring to revoke the dues checkoff may do so by written notice to the Employer at any time during the thirty (30) day period prior to the annual anniversary date of the contract, in each year during the life of the contract. The Council may change the fixed uniform dollar amount which will be considered the regular monthly fees once each year during the life of this Agreement. The Council will give the Village thirty (30) days' notice of any such change in the amount of uniform dues to be deducted.

Section 3.2. Fair Share. An employee hired after the effective date of this Agreement who chooses not to be a member of the Council and any current bargaining unit employee who has chosen to be a member of the Council shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of the Council dues) of the cost of the collective bargaining process and contract administration. The Village shall deduct fair share amounts from employees' paychecks as required by this Article to the extent permitted by law and remit said amounts to the Council by the 15th day of the month following deduction.

In the event that any employee covered hereby is precluded from making a fair share involuntary contribution as required by this Section and as determined by a neutral arbitrator on account of bona fide religious tenets or teachings of a church or religious body of which that employee is a member, that employee shall have the right to refuse to allow said involuntary deduction, provided, however, that said

right to refuse shall continue only so long as the employee makes contributions at least equal in amount to the fair share fee amount to a nonreligious charitable organization mutually agreed upon by the employee so refusing and the Council. For this purpose, the Council shall certify to the Village the names of all employees covered hereby who are relieved of the obligation to pay a fair share fee by virtue of this Section; and it shall be the sole obligation of the Council to verify that the contributions contemplated hereby have actually been made and that said employees are not subject to a fair share fee involuntary deduction.

Section 3.3. Council Indemnification. The Council shall indemnify, defend and save the Village harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the Village in complying with the provisions of this Article. If an improper deduction is made, the Council shall refund directly to the employee any such amount.

Section 3.4. Council Use Of Bulletin Board. The Village will make available space on a bulletin board for the posting of official Council notices of a non-political, non-inflammatory nature. The Council will limit the posting of Council notices to such bulletin board.

## ARTICLE 4

### LABOR-MANAGEMENT CONFERENCES

Section 4.1. Meeting Request. The Council and the Employer agree that in the interest of efficient management and harmonious employee relations, quarterly meetings may be held if mutually agreed between the Council Officers listed in Article 1 and responsible administrative representatives of the Employer. Such quarterly meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "labor-management conference" and expressly providing the agenda for such meeting. Such meetings and locations, if mutually agreed upon, shall be

limited to:

- (a) discussion on the implementation and general administration of this Agreement;
- (b) a sharing of general information of interest to the parties;
- (c) notifying the Council of changes in conditions of employment contemplated by the Employer which may affect employees.

Section 4.2. Content. It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "labor-management conferences" nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 4.3. Attendance. Attendance at labor-management meetings shall be voluntary on the Council Officer's part. If the parties agree to schedule a meeting during an employee's regular straight-time shift, the Council Officer shall be compensated for time lost from the normal straight-time work day.

## **ARTICLE 5**

### **MANAGEMENT RIGHTS**

Except as specifically limited by the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine all the operations and services of the Village; to supervise and direct the working forces; to determine which Village police work will be performed by employees covered by this Agreement; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards and from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline, suspend

and discharge employees for just cause; to change or eliminate existing methods, equipment or facilities; to establish, implement and maintain an effective internal control program; to determine the overall budget, and to carry out the mission of the Village, provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

## ARTICLE 6

### SUBCONTRACTING

It is the general policy of the Village to continue to utilize its employees to perform work they are qualified to perform. However, while the Village reserves the right to contract out work it deems necessary, in the exercise of its best judgment, the Village does not intend to reduce the bargaining unit by such action.

## ARTICLE 7

### GRIEVANCE PROCEDURE

Section 7.1. Definition. A "grievance" is defined as a dispute or difference of opinion raised by an employee or the Council against the Village involving an alleged violation of an express provision of this Agreement. Any dispute or difference of opinion concerning a matter or issue subject to the jurisdiction of the Board of Fire and Police Commissioners shall not be considered a grievance under this Agreement, except suspensions and discharges may be grieved and arbitrated in accordance with Section 19.3 and Article 7 of the Agreement.

Section 7.2. Grievance Procedure. Recognizing that grievances should be raised and settled promptly, a grievance must be raised within seven (7) calendar days of the occurrence of the event giving rise to the grievance, or seven (7) calendar days from when the grievant, through normal diligence, should have become aware of the occurrence. Any of the steps of the grievance procedure can be mutually waived in writing by both parties. A grievance shall be processed as follows:

STEP 1: Written Grievance To Deputy Chief. The employee may file a written grievance with the Deputy Chief on a form provided by the Village (Appendix B) setting forth the nature of the grievance and the contract provision(s) involved. The Deputy Chief will discuss the grievance with the employee, and a Council officer if the employee so desires, at a mutually agreeable time. If no Agreement is reached in such discussion, the Deputy Chief will provide a written answer within seven (7) calendar days of the discussion.

STEP 2: Appeal To Chief. If the grievance is not settled in Step 1, the Council may, within seven (7) calendar days following receipt of the Step 1 answer, file a written appeal with the Chief of Police signed by the employee and one Council Officer. The Council Officers, an outside representative from the Fraternal Order of Police, if the Council deems appropriate, and the Chief will discuss the grievance at a mutually agreeable time. The Chief may have present other persons whom the Chief determines appropriate. If no Agreement is reached in such discussion, the Chief will give his answer in writing within seven (7) calendar days of the discussion.

STEP 3: Appeal To Village Administrator. If the answer of the Chief is not acceptable, the Council may, within 14 calendar days following receipt of the Step 2 answer, submit a written appeal to the Village Administrator. A meeting shall be held at a mutually agreeable time between the Village Administrator, the Chief of Police and/or their designees, and Council officers, with an outside FOP representative, if the Council deems appropriate. If no Agreement is reached at the Step 3 meeting, the Village Administrator will give a written answer within 14 calendar days of the meeting. If, however, the Village Administrator determines that the grievance was covered fully at the Step 2 meeting, the Village Administrator may elect not to hold a Step

3 meeting and submit a Step 3 answer directly within 14 calendar days from receipt of the written appeal to Step 3.

Section 7.3. Arbitration. If the grievance is not settled in Step 4 and the Illinois FOP Labor Council wishes to appeal the grievance, the Illinois FOP Labor Council may refer the grievance to arbitration within thirty (30) calendar days of receipt of the Village Administrator's written answer.

- (a) The parties shall attempt to agree upon an arbitrator after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. A coin toss shall determine who must first strike a name from the list. The parties shall alternately strike names until one (1) name remains. The person remaining shall be the arbitrator.
- (b) The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of Council and Village representatives.
- (c) The Village and the Council shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Council retain the right to employ legal counsel.
- (d) The arbitrator shall submit his decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (e) More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
- (f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and the Council; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 7.4. Limitations On Authority Of Arbitrator. 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 question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section 7.4 shall be final and binding upon the Village, the Council and the employees covered by this Agreement.

Section 7.5. Time Limit For Filing. If a grievance is not presented by the employee or the Council within the time limits set forth above, it shall be considered waived and may not be further pursued by the employee or the Council. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Council may elect to treat the grievance as defined at that step and immediately appeal the grievance to the next step.

## ARTICLE 8

### NO STRIKE-NO LOCKOUT

Section 8.1. No Strike. Neither the Council nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies of work to the rule situation, mass resignations, mass absenteeism, picketing or any other intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. Each employee who holds the position of officer of the Council occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provision of this Article. In addition, in the event of a violation of this Section of this Article the Council agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 8.2. No Lockout. The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Council.

Section 8.3. Penalty. The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 8.1 is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 8.4. 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 9

### HOURS OF WORK AND OVERTIME

Section 9.1. Application of Article. This Article is intended only as a basis for calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.

Section 9.2. Normal Workweek and Workday. For employees assigned to patrol duty, the normal work schedule shall be: five (5) days on duty at 8 hours and 30 minutes per day, two (2) days off duty, five (5) days on duty at 8 hours and 30 minutes per day, two (2) days off duty, five (5) days on duty at 8 hours and 30 minutes per day, three (3) days off duty; four (4) days on duty at 8 hours and 30 minutes per day, two (2) days off duty, repeated on a continuous cycle; or five (5) days on duty at 8 hours and 30 minutes per day, two (2) days off duty, five (5) days on duty at 8 hours and 30 minutes per day, two (2) days off duty, four (4) days on duty at 8 hours and 30 minutes per day, three (3) days off duty, five (5) days on duty at 8 hours and 30 minutes per day, two (2) days off duty, repeated on a continuous cycle. Which of the two schedules a Sergeant works shall be mutually agreed upon by the Sergeant and Lieutenant assigned to a shift. If mutually agreed upon, the Sergeant may remain on the selected schedule as long as assigned to that shift and working with the same Lieutenant. Conversely, changes to the day off schedule may be made at any time if mutually agreed upon by the Sergeant and Lieutenant assigned to that shift. If an agreement cannot be reached between the *Sergeant and Lieutenant, then the Chief shall resolve the disagreement. The Chiefs resolution shall not be done arbitrarily or capriciously.* Nothing in this agreement shall prohibit a Sergeant from modifying the day off schedule as long as it does not negatively impact the smooth operation of the department.

The normal straight-time work day shall be eight hours and 30 minutes, including a 30-minute paid lunch period each day, subject to emergency work duties. For employees working specialized assignments, the work schedule shall be twenty (20) eight hour workdays in a twenty-eight (28) day

period. Sergeants may trade off days with themselves and/or other Sergeants as long as manpower levels are sufficient and the Sergeants' Lieutenants approves the trade. Such approval shall not be unreasonably denied. Employees working specialized assignments who are temporarily assigned to patrol duty shifts (e.g., "temporary" shall mean less than ten (10) workdays in the 28 day work period) shall remain on an eight hour workday. In the event an employee's lunch period is interrupted and the employee is directed by management to work during the lunch period, and the employee cannot reschedule the lunch period later in the shift, the employee shall receive overtime pay for the lunch period. The shifts, workdays and hours to which employees are assigned shall be stated on a departmental work schedule. Should it be necessary in the interest of efficient operations to establish different shift starting or ending times or schedules for employees (other than the Relief Sergeant), the Village will provide notice of such change to the individuals affected, in non-emergency circumstances as determined by the Police Chief, at least 15 (fifteen) days prior to implementation.

Section 9.3. Shift Schedule. In the event of any change in the overall shift scheduling, contemplated by the Village, the Council shall be given at least thirty (30) days' notice. Thereafter, Local Council officials and the Chief of Police will meet to discuss shift preferences. Shift assignments for the year shall be posted by February 1st of each year. The Village will not make decisions concerning shift schedules until after the Local Council has had an opportunity to submit suggestions during this thirty (30) day period. Employees cannot be transferred from their shifts arbitrarily or capriciously. In addition, employees will have the right to bid on shift preferences by seniority in rank.

Section 9.4. Overtime Pay. Employees assigned to patrol duty shall be paid one and one-half (1-1/2) times their regular rate of pay for all hours worked beyond the normal work day of eight hours and 30 minutes. Employees assigned to specialized duty shall be paid one and one-half (1-1/2) times their regular rate of pay for all hours worked beyond their normal workday of eight (8) hours. Overtime shall be computed in one-quarter (1/4) hour increments. For purposes of overtime compensation, all

paid time shall be considered hours worked. The hourly rate for overtime purposes is computed on the basis of 2,080 hours per year.

Section 9.5. Compensatory Time. Employees who are entitled to time and one-half overtime pay under this Agreement may elect compensatory time at time and one-half rate, by giving advance notice to the Village. Approval for compensatory time off requested prior to February 15<sup>th</sup> of each year shall be granted on a seniority basis. After this date, it shall be granted on a first come, first serve basis by the shift commander, and once granted shall not be revoked to accommodate any other time off request. Compensatory time may be accumulated at a maximum rate of one hundred (100) hours compensatory time (67 hours overtime). An employee with accrued compensatory time may make advance request for time off and time off will be approved by the Village based upon departmental needs. Approval of requests for compensatory time off shall not be unreasonably denied, and not result in overtime of off duty officers at the time of approval. Compensatory time may not be paid as overtime. Employees may convert earned compensatory time to straight time pay by submitting a written request to the Chief of Police. Compensatory Time may be paid out at a maximum of fifty (50) hours in any quarter with a maximum payout of one hundred (100) hours each fiscal year. Compensatory Time payout should be submitted no later than the 15<sup>th</sup> of the month preceding the quarter (May, August, November and February) the payout is intended to be received. For example, the request should be received prior to April 15<sup>th</sup> for payout in May. The Village will include the requested payout on the first payroll of the month in May, August, November and February.

Section 9.6. Off-duty Court Time. Unless the time is contiguous to an employee's work hours, an employee required to spend off-duty time in court on behalf of the Village, will receive time and one-half for all hours worked, with a minimum pay guarantee of three (3) hours' pay at time and one-half. The Village agrees to discuss a method of compensation for employees who, while off duty, are required to be on call for court appearances.

Section 9.7. Overtime Work. The Chief of Police or his designee(s) shall have the right to require overtime work and Sergeants may not refuse overtime assignments. Whenever practicable, overtime will be scheduled on a voluntary basis, except for emergency situations, or except where qualified volunteers are not readily available. It is the objective of the Village to keep mandatory overtime scheduling at a minimum consistent with the need of the Village to provide proper police protection. Where practicable, according to the Chief of Police, voluntary overtime shall be offered by seniority, from the most senior Lieutenant first, down through the least senior Sergeant. Conversely, mandatory overtime shall be given to the Sergeant with the least seniority first, then up through the seniority ranks to the most senior Lieutenant.

Employees who volunteer for a hire-back assignment for an outside organization shall be paid one and one-half times their regular rate of pay, and shall be eligible for compensatory time if mutually agreed upon by both parties. If an employee is assigned to work a hire-back detail for an outside organization, the employee will then have the choice of receiving overtime pay or compensatory time, equal to one and one-half times their regular rate of pay.

When the Department has advance notice of the need for special event overtime, a notice will be posted as soon as possible and remain posted until filled describing the work opportunity and affording bargaining unit members by seniority the opportunity for the work. In emergency special event overtime situations, allocation of overtime shall be within the discretion of the Police Chief or designee with seniority being a major factor in the assignments.

Section 9.8. Call Back. An employee covered by this Agreement who is called back to work after having left work shall receive a minimum of three (3) hours work at time and one-half rates. A call back is defined as an assignment of work which does not immediately precede or follow an employee's regularly scheduled work hours. An employee covered by this Agreement who is called back to work in connection with an area of work specialization shall receive a minimum of three (3)

hours work at time and one-half rates.

Section 9.9. No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

## **ARTICLE 10**

### **HOLIDAYS**

Section 10.1. Holidays. The following holidays are observed under this Agreement:

New Year's Day      Memorial Day  
Independence Day      Labor Day  
Thanksgiving Day  
The Day after Thanksgiving  
Christmas Day  
Six Personal Leave Days

Section 10.2. Holiday Pay. Employees shall work all holidays which fall within the regular schedule, unless the employee has been granted approved time off. An employee assigned to patrol duty or the patrol division shall receive eight (8) hours and thirty (30) minutes time off for each observed holiday, and for each personal day, at a time requested by the employee and approved by the Police Department, except that subject to Department approval the employee may request eight (8) hours and thirty (30) minutes straight-time pay in lieu of time off for holidays only. Personal Leave days can be carried over from one anniversary year to another with prior approval of the Police Chief.

Requests to use approved holiday time off shall be submitted for the entire fiscal year on or before February 1<sup>st</sup> but not later than February 15<sup>th</sup>. These requests shall be approved consistent with current practice on a seniority in rank basis, from the most senior Lieutenant first, down through the least senior Sergeant. Requests made after this date shall be approved on a first come, first serve basis.

For purposes of determining holiday pay, New Year's Day, Memorial Day, Independence Day,

Labor Day, Thanksgiving Day and Christmas Day shall be considered "priority holidays" and any employee who works on a priority holiday will receive pay at time and one-half for any hours worked. Sergeants required or volunteering to work unscheduled shifts or portions of shifts during priority holidays shall be compensated at the one and one-half the priority holiday rate ( $1.5 \times 1.5 = 2.25$ ). For purposes of "priority holiday" hours, on all days except New Year's Day and Christmas Day, the day will start at 6:30 a.m. On New Year's Day and Christmas Day, the day will start at 10:30 p.m. the day before.

Upon separation from employment, Sergeants will receive a prorated amount of holiday pay, which will not include holidays not yet attained in the fiscal year. For example, if a Sergeant separates from employment on December 1<sup>st</sup>, they will not be paid for Christmas and New Year's Day. If a Sergeant has used, but not yet accrued the holiday(s), the holiday(s) used will be deducted from the Sergeant's final paycheck. Sergeants will be paid for unused personal days remaining in the fiscal year.

**ARTICLE 11**

**VACATIONS**

Section 11.1. Paid Vacations. Employees who, as of the anniversary date of their hire, attain the years of continuous service with the Police Department as indicated in the following table shall receive vacation with pay as follows:

<u>Years of Continuous Service</u>	<u>Vacation</u>
Less than 1 year	up to 72 hours (prorated)
1-5 years	80 hours
6-13 years	120 hours
14-19 years	160 hours
20 years and over	200 hours

Section 11.2. Vacation Pay. Vacation pay shall be calculated on the basis of the employee's regular straight-time rate at the time the vacation is taken.

Section 11.3. Vacation Scheduling. Requests to use approved vacations shall be scheduled on a year round basis beginning with the fiscal year, and there shall be no carryover of over forty (40) hours of vacation time from anniversary date to anniversary date, unless the employee is prevented from using vacation time at the request of the Police Department. Any requests for carryover of vacation time shall be done in accordance with the Employee Handbook and require prior approval of the Police Chief and Village Administrator. Vacation scheduling shall be on an annual bid by seniority basis beginning in February 1st through February 15th, for the fiscal year which begins on May 1<sup>st</sup>.

Requests submitted after that date shall be approved on a first come, first serve basis, and the scheduling of vacations shall be pursuant to the Police Department policy which determines the maximum number of employees who may be on vacation at any one time, taking into account the needs

of the Police Department, employee advance requests, and employee seniority. Vacation may not be taken in increments of less than four hours. Vacation requests submitted by February 15th shall be returned to the requesting employee by April 1st. Employees granted a vacation day, holiday or personal day, will not be required to work their days off before or after said day off.

## **ARTICLE 12**

### **SICK LEAVE**

Section 12.1. Purpose. Sick leave with pay shall not be considered a privilege which an employee may use at his discretion, and shall be allowed only in cases of necessity and actual sickness or disability of the employee or care for the employee's immediate family. "Immediate family" shall be defined as the employee's spouse, son, daughter, son-in-law, daughter-in-law, mother, father, grandparents, grandchildren, legal guardian, brothers and sisters and those of the employee's spouse or others as specified by the Village Administrator. All benefits covered by this Agreement shall continue to accrue while the employee is on sick leave.

Section 12.2. Days Earned. Sergeants shall earn sick leave pay at the rate of eight hours for each month of service, or major fraction of a month, if the employee works or is paid for at least one-half of the normal working days in the month. The maximum sick leave accrual is 1,920 hours.

Section 12.3. Accrued Sick Leave. An employee will receive eight hours pay for each day of accrued sick leave which is used according to Section 12.1. Sick leave may not be taken in increments of less than one hour and to be eligible the employee must give as much advance notice as possible. A medical certificate may be required of an employee who (a) uses 6 or more sick leave days during any 12 month period, or (b) 3 or more consecutive days of sick leave, or (c) 2 or more sick leave days, within a 12 month period if abuse is suspected or a pattern of missed days occurs. A medical certificate is acceptable as provided by a physician, or physician's assistant or nurse practitioner.

Section 12.4. Sick Leave Buy Back Plan. The Village has established a Retiree Health Savings (RHS) program. A Sergeant who retires with 20 years of consecutive employment and at least 720 hours of accrued sick leave is eligible to receive a contribution to their RHS account on a tax-exempt basis to the extent permitted by federal, state and local regulations. Participation in the RHS is mandatory for all members of the Council. Sergeant's are eligible for up to a maximum of 765 hours compensation. In no event will the payment of accrued sick leave exceed the actual amount of accrued sick leave of the Sergeants.

## ARTICLE 13

### LAYOFF AND RECALL

Section 13.1. Layoff. The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees will be laid off in reverse seniority order, except that part-time temporary and probationary employees will be laid off before employees with seniority as provided in 65 ILCS 5/10-2/1-18. Except in an emergency, no layoff will occur without at least fifteen (15) calendar days notification to the Council. The Village agrees to consult the Lodge Council, upon request, and afford the Council an opportunity to propose alternatives to the layoff, though such consultation shall not be used to delay the layoff.

Section 13.2. Recall. Employees who are laid off shall be placed on a recall list for a period equal to the employee's seniority at time of lay-off, but not to exceed two years, at which point seniority and the employment relationship will terminate. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training. Employees who are eligible for recall shall be given ten (10) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail, with a copy to the Council, provided that the employee must notify the

Police Chief or his designee of his intention to return to work within seven (7) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Police Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice his name shall be removed from the recall list.

## **ARTICLE 14**

### **WAGES AND OTHER BENEFITS**

Section 14.1. Salary Schedule. The annual salary for employees covered under this Agreement shall be paid pursuant to the salary schedule attached and made a part of this Agreement as Appendix C. Sergeants shall receive their step increase based upon their promotion date.

Section 14.2. Pay Day. Employees will be paid twice each month on the 5<sup>th</sup> and 20<sup>th</sup> day of each month. The Village may change to bi-weekly payroll after May 1, 2012 if all other Village employees are converted to bi-weekly payroll and conditional upon benefit accruals continuing over twenty-four (24) pay periods (pension deductions excluded), rather than twenty-six (26) pay periods.

Section 14.3. Uniform Allowance. Employees shall be supplied uniforms and equipment which the department determines appropriate. If the Council believes that uniform and/or equipment items should be added or changed, this request shall be submitted to the Chief of Police. Employees are required to maintain their uniforms in a professional fashion at all times. Employees shall provide their own guns. A Sergeant appointed as a detective Sergeant shall receive an annual clothing/maintenance allowance \$800 effective May 1, 2010. The detective uniform allowance shall be paid during January of each fiscal year.

Section 14.4. Physical Examination. The Village encourages all employees to remain in good physical health and condition. To that extent, employees are urged to take advantage of the physical

examination provisions of the Village health insurance. If the Village has cause to require a mandatory physical examination of any individual employee, the Village shall pay for all such costs. The cause for the examination shall be provided to the employee prior to such examination. The objective of the physical examination program is to ensure that employees have the physical ability to perform their jobs safely, not to discipline or terminate employees. The Village shall be entitled to receive a medical report stating whether or not the employee is fit for duty, but not specific test results. The employee shall receive a complete copy of all physical examination tests and conclusions. In the event the employee is determined not fit for duty, the Village shall be entitled to know the basis for such diagnosis. Employees will then be encouraged to seek medical assistance to correct the condition which shall be coordinated by the employee's personal physician and the Village physician prior to reinstatement to duty. This Section does not increase or decrease the right of the Village to question an employee's physical ability to perform the duties of a police officer or to have the employee examined.

Section 14.5. Tuition Reimbursement. The Village Administrator shall have the authority to grant reimbursement of tuition expenses incurred by employees participating in academic or technical courses during off-duty hours which have a definite beneficial relationship to the performance of the employee's duties, subject to available funding. For those courses which the Village Administrator in his sole authority determines "directly job-related" and where advance approval is given, the Village will pay 100% of the tuition up to a maximum of \$3,000 per fiscal year upon receipt of a paid tuition receipt and documentation that the employee received a grade of "A" or "B" or equivalent, and 50% reimbursement for a grade of "C" or equivalent. If the employee fails to receive a grade of "C" or equivalent or better, the employee will not receive any tuition reimbursement. A course is job-related if used to obtain a degree in police science or if the Administrator determines that courses toward a degree outside of police science are job-related. Courses are to be taken on the employee's own time.

Notwithstanding any provision contained herein to the contrary, an employee who requests and

receives tuition reimbursement funds must sign a reimbursement agreement to continue full-time employment with the Village for a period of one (1) year from and after the date of such tuition reimbursement. In the event any such employee resigns or is terminated for any reason prior to the expiration of the one (1) year period, the employee shall refund to the Village any tuition reimbursement monies received during the one (1) year immediately preceding the employee's last day of employment.

Any refund due from an employee to the Village shall be deemed a contractual obligation, subject to the terms of this section. Any refund due to the Village shall be deducted from the employee's final check(s), in accordance with the reimbursement agreement.

Section 14.6. Rest Periods. Employees will receive two 15-minute rest periods per shift, subject to emergency work duties. Employees must remain at work until the beginning of the rest period and resume work immediately at the end of the rest period.

## **ARTICLE 15**

### **LEAVE OF ABSENCE**

Section 15.1. Unpaid Discretionary Leaves (Personal Leave). The Village Administrator may grant an unpaid leave of absence under this Article to any bargaining unit employee where the Village determines there is good and sufficient reason and where department operations will not be adversely affected. The Village shall set the terms and conditions of the leave, and the maximum duration shall be one year.

Section 15.2. Application For Leave. Any request for a leave of absence shall be submitted in writing by the employee to the Police Chief or his designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by his immediate supervisor and it shall be in writing.

Section 15.3. Military Leave. Military leave shall be granted in accordance with applicable law.

Section 15.4. Bereavement Leave. In the event of death in the employee's immediate family, the employee shall be granted up to three (3) consecutive days as bereavement leave. Immediate family is defined in this section as the employee's spouse, children (including stepchildren) mother, father, brother and sister, (including step brother and step sister), mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, (and any relative living within the employee's home who was under the care of the employee at the time of death). Upon recommendation of the Village Administrator this period may be extended through the use of vacation leave or compensatory time for unusual circumstances. Extension of this policy to non-family members is subject to the approval of the Village Administrator.

Section 15.5. Leave For Illness, Injury Or Pregnancy. In the event an employee is unable to work by reason of illness, or injury (excluding those compensable under workers' compensation), or pregnancy, the Village may grant a leave of absence without pay during which time seniority shall not accrue for so long as the employee is unable to work.

To qualify for such leave, the employee must report the illness, injury or inability to work because of pregnancy as soon as the illness, injury or pregnancy is known, and thereafter furnish to the Police Chief or his designee a physician's written statement showing the nature of the illness, injury or state of pregnancy and the estimated length of time that the employee will be unable to report for work, together with a written application for such leave. Thereafter, during such leave, the employee shall furnish a current report from the attending doctors at required intervals. Before returning from leave of absence for injury, illness or pregnancy, or during such leave, the employee at the discretion of the Village may be required to have a physical examination by a doctor designated by the Village to determine the employee's capacity to perform work assigned. A leave of absence for illness, non-job

related injury or pregnancy will under no circumstances be granted until an employee's entire accrued sick leave vacation, holiday and compensatory time is first exhausted.

Section 15.6. Benefits While On Leave.

- (a) Unless otherwise stated in this Article or otherwise required by law, length of service shall not accrue for an employee who is on an approved non-pay leave status. Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a pay status. Unless otherwise stated in this Article, an employee returning from leave will have his seniority continued after the period of the leave. Upon return the Village will place the employee in his or her previous job if the job is vacant; if not vacant, the employee will be placed in the first available opening in his job according to the employee's seniority, where skill and ability to perform the work without additional training is equal.
- (b) If, upon the expiration of a leave of absence, there is no work available for the employee or if the employee could have been laid off according to his seniority except for his leave, he shall go directly on layoff.
- (c) During the approved leave of absence or layoff under this Agreement, the employee shall be entitled to coverage under applicable group and life insurance plans to the extent provided in such plan(s), provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the Village.

Section 15.7. Injury and Disability Leave. The Village will comply with the Public Employee Disability Act, 5 ILCS 345/0.01 concerning on-the-job injury.

Section 15.8. Non-Employment Elsewhere. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Employees who

engage in employment elsewhere during such leave may immediately be terminated by the Village.

Section 15.9. Transfer of Time. Employees may transfer accumulated leave to other employees subject to the following conditions:

- (a) The donor must have a minimum of 96 hours accumulated sick leave remaining following the transfer.
- (b) Donations will be voluntary and confidential, and must be approved by the Department Head and Village Administrator.
- (c) A donor may transfer a maximum of 17 hours sick leave in total during the fiscal year, even if transfers are made to more than one recipient.
- (d) Donations will occur in either eight (8) hour or eight hours and 30 minutes increments at the option of the donating employee.
- (e) Recipients must have completed a minimum of 12 months employment with the Village of Libertyville.
- (f) Recipients must have exhausted all available sick leave, vacation, compensatory time and other available leave prior to receiving transferred time.
- (g) Recipients must provide doctor's certification of need for continued leave.
- (h) While using transferred time, recipients will not accrue sick leave, vacation holiday or personal time.

Section 15.10. Family Medical Leave Act (FMLA). An employee may be granted up to 12 weeks of unpaid leave for certain family and medical reasons, in accordance with the Family Medical Leave Act (FMLA) and in accordance with the FMLA provisions contained in the Village Employee Handbook.

## ARTICLE 16

### INSURANCE

Section 16.1. Life Insurance. Effective the first day of the month following the actual signing of this Agreement, the Village shall provide, at no cost to the employee, group life insurance for employees in the amount of \$50,000, plus an equivalent additional amount of AD&D coverage. Effective November 1, 2012, the Village will increase the amount of employee life insurance to one times the employees salary, not to exceed \$100,000, plus an additional equivalent amount of AD&D coverage. The Village retains the right to elect a different insurance carrier or self-insure.

Section 16.2. Hospital-Medical and Dental Insurance. The Village shall continue to make available to employees covered by this Agreement and their dependents substantially similar group hospital and medical insurance and group dental plan as existed prior to the signing of this Agreement. The Village retains the right to select a different insurance carrier or insurance cooperative or self-insure.

Section 16.3. Plan Revisions. Revisions to the medical, dental and life plans may be made through the recommendation of the Insurance Company or Plan Administrator selected by the Village. These revisions will be limited to maintaining sound fiscal finding or to adopt generally recognized cost containment standards. The Village will advise the Union of such changes prior to implementation.

In the event the Village makes plan changes, the Council may reopen Article 16, Insurance, by giving the Village written notice to reopen. If such notice is given, all subjects in Article 16 Insurance, are open for renegotiation, including the amount of employee contribution to the insurance plan.

Section 16.4. Cost. The cost of Group Insurance (employee and dependent) shall be shared by the Village and the employee as follows: Employee contributions for group insurance shall be the same percentage as all other Village employees (currently 88% Village, 12% employee), provided the percentage contribution for all other employees is uniform, and provided the employee contribution does not exceed 15%.

Section 16.5. Cost Containment. The Village reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 16.6. Inoculation. If not covered by the insurance program, the Village will pay for needed inoculation or immunization for an employee and family members if the employee may have been exposed to a contagious disease in the line of duty.

Section 16.7. Death Benefit. The Village shall pay usual and customary burial expenses for an officer killed in the line of duty. The Village shall provide health issuance coverage benefits in accordance with Section 10 of the Public Safety Employee Benefits Act (820 ILCS 320.10).

## ARTICLE 17

### DRUG AND ALCOHOL TESTING

Section 17.1. Statement of Policy. It is the policy of the Employer and the bargaining unit that the public has the reasonable right to expect persons employed by the Employer to be free from the use of drugs and the abuse of alcohol. 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. The Village agrees to comply with the Americans with Disabilities Act, as is applies to this article.

Section 17.2. Prohibitions. Employees shall be prohibited from:

- (a) being unfit for duty due to the use of alcohol or illegal drugs during the course of the work day;

(b) failing to report to the supervisor any known adverse side effects of medication or prescription drugs which they are taking;

(c) using, selling, or possessing proscribed drugs at any time while employed by the Village.

Section 17.3. Drug and Alcohol Testing Permitted. Where the Employer has reasonable suspicion to believe that an employee is unfit for duty due to the use of alcohol during the course of the work day or use or possession of illegal drugs or legal drugs that are being used illegally, the Employer shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. At least two (non-bargaining unit) supervisory personnel must certify their reasonable suspicions concerning the affected employee's appearance, behavior, speech or body odors, prior to any direction to submit to the testing authorized herein. There shall be no random or unit-wide testing of employees, except random testing of an individual employee as authorized in 17.8 below.

Section 17.4. Order to Submit to Testing. Prior to ordering an employee to submit to testing, the Village will provide the employee with a preliminary written notice of the facts or inferences upon which the Village based its conclusion of reasonable suspicion; that list may be supplemented by the Village within 24 hours after the order to test. An employee shall have a reasonable period of time to consult with a representative of the Labor Council and/or legal counsel prior to any questioning. Refusal to comply with the order to submit to testing may subject the officer to discipline, but the taking of the test shall not result in a waiver of any objections or right the officer may have.

Section 17.5. Tests to be Conducted. In conducting the testing authorized by this Agreement, the Employer shall:

(a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has been accredited by the National Institute of Drug Abuse (NIDA).

(b) insure that the laboratory or facility selected conforms to all NIDA standards;

- (c) establish a chain of custody procedure for both 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;
- (f) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- (g) provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the Employer within seventy-two (72) hours of receiving the results of the tests and that the chain-of-custody for the transfer of such sample is confirmed by a neutral third party;
- (h) require that the laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Employer inconsistent with the understanding expressed herein (e.g., billings for testing that reveal the nature or number of tests administered), the employer will not use such information in any manner or forum adverse to the employee's interests;

- (i) require that with regard to alcohol testing, for the purpose of determining whether the employee is unfit for duty due to the use of alcohol, test results show an alcohol concentration of .01 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive. Said blood draw and tests to be performed at Lake Forest Hospital;
- (j) provide each employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results within 24 hours after receipt by the Employer;
- (k) 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;
- (l) the laboratory or hospital facility will maintain a positive collected sample for a period of one (1) year from the date the sample is collected.

Section 17.6. Right to Contest. The Labor Council and/or the 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 test, the right to test, the administration of the tests, the significance and accuracy of the tests 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 impair 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 17.7. Voluntary Requests for Assistance. The Employer shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling, or other support

for any alcohol or prescription drug related problems prior to any order to test, other than the Employer may require reassignment of the employee with pay if he is then unfit for duty in his current assignment. The Employer shall make available 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 Employer, through whatever means, shall not be used in any manner adverse to the employee's interests, except reassignment as described above.

Section 17.8. Discipline. In the first instance that an employee is found to be unfit for duty due to the use of alcohol or abusing legally prescribed drugs, he shall not be subject to any disciplinary or other adverse employment action by the Employer solely because of the test results. The employee may, however, be subject to discipline for any actions he may take which violate Village rules and regulations. The foregoing is conditioned upon:

- (a) the employee agreeing to appropriate treatment as determine by the physician(s) involved;
- (b) the employee discontinues his use of illegal drugs or abuse of alcohol;
- (c) the employee completes the course of treatment prescribed, including an "aftercare" group for a period of up to twelve months;
- (d) the employee agrees to submit to random testing during hours of work during the period of "after-care."

Employees who do not agree to or who do not act in accordance with the foregoing, or test positive a second time for the presence of alcohol during the hours of work, may be subject to discipline, up to and including discharge if circumstances warrant. Employees shall be subject to discipline, up to and including discharge, if it is established that they are using, buying or selling illegal drugs at any time during their employment with the Village.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that

the employee's current use of alcohol prevents such individual from performing his 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 take an unpaid leave of absence, pending treatment. The foregoing shall not limit the Employer's right to discipline employees for misconduct provided such discipline shall not be increased or imposed due to alcohol abuse.

Employees who are called back to work outside of their normal work hours by a supervisor, shall advise the supervisor of any alcohol consumption, or use of prescription drugs, and the amount of said use. The supervisor shall then make a determination whether the employee will be called into work. If the employee is ordered into work after such notification is made to the supervisor, there shall be no adverse employment action taken against the employee for reporting to work impaired from either alcohol or prescription drugs.

## **ARTICLE 18**

### **GENERAL**

Section 18.1. Health and Safety. The Village will make reasonable provision for the safety and health of employees during their hours of employment. The employees will abide by the health and safety rules of the Village. The Village shall allow the Council to place a Sergeant on the Safety Committee. The Safety Committee shall meet quarterly, or as needed, to assist management in maintaining a safe and healthy work place and ensure employee cooperation with safety rules.

Section 18.2. Board of Fire and Police Commissioners. The parties recognize that the Board of Fire and Police Commissioners has certain statutory authority over employees covered by this Agreement, including but not limited to the right to make, alter and enforce rules and regulations. Nothing in this Agreement is intended in any way to replace or diminish the authority of the Board of Fire and Police Commissioners, except that suspension and discharges may be grieved and arbitrated in accordance with Section 19.3 and Article 7 of this Agreement.

Section 18.3. Disciplinary Statute. Nothing in this Agreement shall abridge an employee's rights under the Uniform Peace Officer's Disciplinary Act, 50 ILCS 725/1 et seq.

Section 18.4. Light Duty. Light duty assignments will be made in accordance with existing Village policy; provided, that officers will not be assigned outside of the police department. If a pregnant female employee requests, on the advice of her physician, a temporary transfer for the duration of her pregnancy to a less strenuous or hazardous position, the Village shall grant the request provided the transfer can be reasonably accommodated.

## ARTICLE 19

### EMPLOYEE SECURITY AND DISCIPLINE

Section 19.1. Bill of Rights. Both parties will comply with the Uniform Peace Officers Disciplinary Act, Chapter 50, 1LCS 725/1 to 725/7, and as amended. In cases subject to the Board of Fire and Police Commissioners ("BFPC"), alleged violations of the Act must be raised before the Board. In other cases, the alleged violation may be processed through the grievance authorized herein. Any grievance processed under this section may proceed up to but not including arbitration, except where an employee grieves a suspension or discharge at arbitration in accordance with Section 19.3 and Article 7 of this Agreement, in which case the grievance may be arbitrated.

Section 19.2. Corrective Discipline. The Employer agrees with the tenets of progressive and corrective discipline. The Employer's agreement to use progressive and corrective disciplinary action does not prohibit the Employer in any case from imposing discipline which is commensurate with the severity of the offense. Once the measure of discipline is determined and imposed, the Employer shall not increase the discipline for the particular act of misconduct unless new facts or circumstances become known within a reasonable period of time. Oral and written reprimands shall not be subject to the grievance procedure.

Section 19.3. Suspension or Discharge. For any suspensions, and discharges, the Employer shall notify the employee of the proposed discipline and the reasons for it. The Employee shall have the opportunity to present any written rebuttal he or she deems proper. If the Employer calls a meeting to notify the employee of the discipline, the Council shall be notified of the time and place of the meeting. However, a Council representative may be present at the meeting only if the employee so requests.

The parties recognize that the Police Chief and the BFPC have certain statutory authority over employees covered by this Agreement as defined by the Illinois Municipal Code, 65 ILCS 5/10-2.1-1 et seq. The terms of this section are nevertheless intended to supplement the authority of the Police Chief and the BFPC by providing employees with the right to choose between having a dispute as to disciplinary action resolved through a hearing before an arbitrator selected according to the grievance/arbitration procedure of this Agreement or by hearing conducted by the BFPC. In accordance with Section 15(b) and (c) of the Illinois Public Labor Relations Act, 5 ILCS 315/15(b)(c), in the event of any conflicts between this procedure and a Village ordinance or BFPC rules, the provisions of this Agreement shall take precedence. In computing a time period under Article 19, Section 19.3 where the word "days" is used, it shall be defined as weekdays and shall exclude the holidays recognized in Article 10 of this Agreement.

A. Suspensions of Five (5) Days or Less. Upon receipt of service of a notice of an unpaid suspension of five (5) days or less, the employee may elect to appeal the suspension to the BFPC or the employee may appeal under the grievance and arbitration procedure (with the approval of the Union) in Article 12 of this Agreement. Such notice will be delivered directly to the employee. The employee shall notify the Village of their election by completing the written statement (Option 1 or 2 Appendix D) and delivering the statement to the Police Chief or his designee within five (5) days of the suspension notice to the

employee. The option to proceed to arbitration or the BFPC are mutually exclusive and no relief shall be available under the grievance and arbitration procedure with respect to any matter which, at the employee's option, is appealed to the BFPC, and no relief shall be available under the BFPC with respect to any matter which, at the employee's option (with the approval of the Union), is appealed to the grievance and arbitration procedure set forth in Article 7 of this Agreement.

- B. Suspensions of More Than Five (5) Days or Discharges. Upon receipt of service of charges for an unpaid suspension of more than five (5) days or discharge, the employee may elect to have the disciplinary hearing heard by the BFPC or the employee may have the option (with the approval of the Union) to proceed to the grievance and arbitration procedure in Article 7 of this Agreement. Such charges will be delivered directly to the employee. The employee shall notify the Village of their election by completing the written statement (Option 1 or 2, Appendix D) and delivering the statement to the Police Chief or his designee within five (5) days of the charges to the employee. The option to proceed to arbitration or the BFPC are mutually exclusive and no relief shall be available under the grievance and arbitration procedure with respect to any matter which, at the employee's option, is appealed to the BFPC, and no relief shall be available under the BFPC with respect to any matter which, at the employee's option (with the approval of the Union), is appealed to the grievance and arbitration procedure set forth in Article 12 of this Agreement.
- C. The Board Of Fire And Police Commissioners Option. If the employee elects to have the disciplinary action or proposed disciplinary action heard by the BFPC, the employee's appeal shall be governed by the Illinois Municipal Code, 65 ILCS 5/102.1-1 et seq. and the Rules and Regulations of the BFPC. The Police Chief shall not file formal charges with the BFPC until the employee has notified the Village in writing of his irrevocable option to have the

appeal heard before the BFPC within the five (5) day period specified above.

- D. Grievance and Arbitration Option. If the employee elects (with the approval of the Union) to have the appeal heard through the grievance and arbitration option, the written statement at Appendix D shall constitute the grievance and, when received by the Police Chief, shall be considered filed at the arbitration step (Article 12, Section 3) of the grievance procedure of this Agreement. If the employee elects arbitration, the charges shall form the basis of the case before the arbitrator. Any disciplinary grievance filed without Appendix D shall not be arbitrable and the arbitrator shall have no jurisdiction to consider it.

Upon receipt of Appendix D by the Police Chief in which the employee (with the approval of the Union) elects arbitration, the Police Chief shall file Appendix D and the charges with the BFPC. Upon receipt of Appendix D and the Charges, the BFPC shall issue an order implementing the Police Chiefs recommendation for discipline within ten (10) days of the filing of Appendix D and the charges without further hearing. If the BFPC fails to act within the 10-day period, it shall be deemed to have issued a decision upholding the charges and recommended discipline as filed by the Police Chief. In either event, the grievance as to whether such BFPC action is supported by just cause shall be heard before an arbitrator as provided for in Article 7.

- E. Appendix D Not Filed At All Or Not Timely Filed. If Appendix D is not filed (or not timely filed) with the Police Chief within the five-day period noted above, the charges shall proceed to hearing and a determination shall be made by the BFPC.
- F. Finality of Decision and Judicial Review. The decision of an arbitrator or the BFPC, whichever is applicable, with respect to any disciplinary action shall be final and binding on the employee, the Council, and the Village, subject only to an appeal in accordance with the provisions of Illinois law applicable to the option selected.

1. The Board of Fire and Police Commissioners Option. Any appeal of a BFPC decision shall be in accordance with the provisions of the Administrative Review Act as provided by the Illinois Municipal Code, 65 ILCS 5/10-2.1-1 et seq.
2. Grievance and Arbitration Option. Any appeal of an arbitrator's award shall be in accordance with the provisions of the Uniform Arbitration Act as provided by Section 8 of the Illinois Public Labor Relations Act, 5 ILCS 315/8.

Section 19.4. Right to Union Representation. An employee shall have the right to Council representation at any investigatory interview, if the employee requests such representation and if the employee has reasonable grounds to believe that the interview may lead to disciplinary action.

Section 19.5. Inspection of Personnel Files. The Employer agrees to allow an employee to examine the contents of his personnel file in accordance with the Illinois Personnel Records Review Act, Ill. Rev. Stat. Chapter 48, 2001, et seq., upon three (3) working days written notice to the Chief of Police. Upon written request, the Employer shall provide an employee with copies of the contents of his personnel files. Personnel files may not be removed from the office. For the purpose of this section, the term "personnel files" means any documents which an employee is entitled to review, whether those documents are maintained in the Police Department or in Village Hall.

Any information of an adverse employment nature which may be contained in any unfounded, exonerated, or otherwise not sustained file, shall not be used against the employee in any future proceedings.

Section 19.6. Employee Notification. A copy of any disciplinary action or material related to employee performance which is placed in the personnel file shall be sent to the employee within seven (7) calendar days of its insertion in the file.

Section 19.7. Rebuttal Statement. At the Employee's request, he may include a rebuttal to any item placed by management in his personnel file, subject to the conditions of Section 40/6 of the

Personnel Records Act, Chapter 820, ILCS 40/6.

Section 19.8. Complaints Against Employees. No employee shall be disciplined solely on the basis of an unsigned complaint. Any employee required to write a report concerning a complaint against him/her will be advised of the substance of the complaint against him/her prior to writing such report.

## ARTICLE 20

### TERM OF AGREEMENT AND LEGALITY CLAUSES

Section 20.1. Complete Agreement. This Agreement supersedes and cancels all prior practices, policies and Agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire Agreement between the parties, subject to the provisions of the Illinois Public Labor Relations Act, or as amended, and concludes collective bargaining for its term. If a past practice is not addressed in the Agreement, it may be changed by the Village as provided in the management rights clause. For the life of this Agreement, each party waives the right to bargain further on any subject referred to in this contract.

Section 20.2. Savings Clause. In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction, such decision shall apply only to the specific Article, section or portion thereof specifically specified in the board, agency or court decision; and upon issuance of such a decision, the Village and the Council agree to immediately begin negotiations on a substitute for the invalidated Article, section or portion thereof. During the course of such negotiations, Article 8, No Strike-No Lockout, shall remain in full force and effect.

Section 20.3. Term Of Agreement. This Agreement shall be retroactive to May 1, 2014 shall remain in full force and effect until 11:59 p.m. April 30, 2017. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior

to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall take place in February through April.

Notwithstanding any provision in this Agreement to the contrary, this Agreement shall remain in effect after the expiration date while negotiations and/or impasse procedures for a new Agreement are continuing.

Signed this 4th day of JUNE, 2015.

VILLAGE OF LIBERTYVILLE

By: [Signature]  
Village President

By: [Signature]  
Village Clerk

By: \_\_\_\_\_  
President

ILLINOIS FRATERNAL ORDER OF  
POLICE LABOR COUNCIL

By: [Signature]

By: [Signature]  
Chief Negotiator ILFOLL

APPENDIX A

**ILLINOIS FRATERNAL ORDER OF POLICE  
LABOR COUNCIL  
974 CLOCK TOWER DRIVE  
SPRINGFIELD, ILLINOIS 62704**

I, \_\_\_\_\_, hereby authorize my employer, \_\_\_\_\_, 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.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

**Please remit all dues deductions to:**

Illinois Fraternal Order of Police Labor Council  
974 Clock Tower Drive  
Springfield, IL 62704

(217) 698-9433

APPENDIX B



GRIEVANCE (use additional sheets where necessary)

Lodge No. Year /  
Grievance No.

Date Filed: \_\_\_\_\_  
Department: \_\_\_\_\_

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 applicable articles.

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**

**APPENDIX C**

**SERGEANTS**

**WAGES**

<b>Sergeants</b>		<b>2%</b>	<b>2%</b>	<b>0.50%</b>	<b>2%</b>	<b>0.50%</b>
	<b>Current</b>	<b>5/1/2014</b>	<b>5/1/2015</b>	<b>11/1/2015</b>	<b>5/1/2016</b>	<b>11/1/2016</b>
<b>Start</b>	\$ 92,316	\$ 94,162	\$ 96,046	\$ 96,526	\$ 98,456	\$ 98,949
<b>After 1 Yr</b>	\$96,932	\$ 98,871	\$100,848	\$101,352	\$103,379	\$103,896
<b>After 2 Yr</b>	\$101,778	\$103,814	\$105,890	\$106,419	\$108,548	\$109,090
<b>After 3 Yr</b>	\$106,129	\$108,252	\$110,417	\$110,969	\$113,188	\$113,754
<b>3Yr +&gt;20 Yrs Serv</b>	\$106,909	\$109,047	\$111,228	\$111,784	\$114,020	\$114,590

APPENDIX D

OPTION 1: ELECTION TO USE THE GRIEVANCE/ARBITRATION PROCEDURE REGARDING SUSPENSIONS AND TERMINATIONS WHICH WOULD OTHERWISE BE SUBJECT TO THE JURISDICTION OF THE LIBERTYVILLE BOARD OF FIRE AND POLICE COMMISSIONERS.

I, \_\_\_\_\_, being subject to suspension from duty with or without pay or termination of employment by the Village of Libertyville Police Department hereby elect to pursue a grievance over such discipline according to the appropriate provisions of the Collective Bargaining Agreement between the Village of Libertyville and the Illinois Fraternal Order of Police Labor Council.

I acknowledge that by making this election of remedy I am waiving the rights and remedies of review before the Board of Fire and Police Commissioners. By electing to file a grievance over my suspension or discharge, I hereby release the Village of Libertyville, the Village of Libertyville Board of Fire and Police Commissioners and the Illinois Fraternal Order of Police Labor Council, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

By: \_\_\_\_\_  
Employee

\_\_\_\_\_  
Illinois Fraternal Order of Police  
Labor Council

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, Illinois

My Commission expires: \_\_\_\_\_

Received by the Police Chief or his designee:

By: \_\_\_\_\_

Date: \_\_\_\_\_, 20 \_\_\_\_\_.

**OPTION 2: ELECTION TO HAVE A HEARING BEFORE THE BOARD OF FIRE AND POLICE COMMISSIONERS OF THE VILLAGE OF LIBERTYVILLE AND TO WAIVE GRIEVANCE/ARBITRATION PROCEDURE.**

I hereby acknowledge that charges will be filed with the Board of Fire and Police Commissioners requesting my suspension without pay or my termination.

I, \_\_\_\_\_, being subject to discipline by the Village of Libertyville Police Department (including suspension from duty with or without pay or termination of employment) hereby elect to have a hearing over such discipline before the Board of Fire and Police Commissioners of the Village of Libertyville in accordance with their rules and the laws of the State of Illinois. I agree that such hearing shall be my sole remedy to the exclusion of an arbitration hearing under the grievance procedure of this Agreement.

By electing to have a hearing before the Board of Fire and Police Commissioners over my suspension or discharge, I hereby release the Village of Libertyville, the Libertyville Board of Fire and Police Commissioners and the Illinois Fraternal Order of Police Labor Council, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
Employee

\_\_\_\_\_  
Illinois Fraternal Order of Police  
Labor Council

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public, Illinois

My Commission expires: \_\_\_\_\_

Received by the Police Chief or his designee:

By: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_.