

**AGREEMENT**

**by and Between**

**VILLAGE OF LAKE ZURICH  
(Patrol)**

**And**

**FRATERNAL ORDER OF POLICE  
LAKE ZURICH LODGE # 190**

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

**July 1, 2017 – December 31, 2020**

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## **AGREEMENT**

This Agreement is made and entered into by and between the Village of Lake Zurich (hereinafter referred to as the "Village) and the Fraternal Order of Police, Lake Zurich Local Council 190 (hereinafter referred to as the "Local Council") and the Illinois FOP Labor Council (hereinafter referred to as the "Council").

It is the intent and purpose of this Agreement to set forth the parties' entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the Village; to encourage and improve efficiency and productivity; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

NOW, THEREFORE, the parties agree as follows:

## ARTICLE I

### RECOGNITION AND REPRESENTATION

**Section 1.1. Recognition.** The Village recognizes the Council as the sole bargaining representative for all sworn full-time peace officers (hereinafter referred to as "employees"), but excluding all sworn peace officers in the rank of sergeant and above, any employees excluded from the definition of "peace officer" as defined in Section 3 (k) of the Illinois Public Labor Relations Act, and all other managerial, supervisory, confidential and professional employees, as defined by the Illinois State Relations Act, as amended.

**Section 1.2. Council's Duty of Fair Representation.** The Council agrees to fulfill its duty to fairly represent all employees in the bargaining unit.

## **ARTICLE II**

### **NON-DISCRIMINATION**

**Section 2.1. Non-Discrimination.** In accordance with applicable law, neither the Village, Council nor the Local Council shall discriminate against any employee covered by this Agreement because of race, sex, age, religion, creed, color, sexual orientation, gender identity, national origin or Local Council membership. Other than Local Council membership, any dispute concerning the interpretation and application of this paragraph shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

**Section 2.2. Americans with Disabilities Act.** Notwithstanding any other provisions of this Agreement, the parties agree that the Village may take whatever reasonable steps are needed to comply with the provisions of the Americans with Disabilities Act.

## ARTICLE III

### **DUES CHECKOFF, FAIR SHARE AND COUNCIL RIGHTS**

**Section 3.1. Dues Checkoff.** During the term of this Agreement, the Village will deduct from each employee's first paycheck once each pay period the uniform, regular FOP Labor Council dues for each employee in the bargaining unit who has filed with the Village a lawfully written authorization form.

The actual dues amount deducted, as determined by the FOP Labor Council, shall be uniform for each employee in order to ease the Village's burden in administering this provision. The FOP Labor Council may change the fixed uniform dollar amount once each year during the life of this Agreement by giving the Village at least thirty (30) days' written notice of any change in the amount of the uniform dues to be deducted. The Village will forward the dues deducted to:

Fraternal Order of Police Labor Council  
Attn: Accounting  
974 Clock Tower Drive  
Springfield, IL 61704

If an employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the Local Council shall be responsible for collection of the dues. The FOP Labor Council agrees to refund to the employee any amounts paid to the FOP Labor Council in error on account of this dues deduction provision. Should the FOP determine to change the calculations on how present dues are paid which causes the Village additional expenses, the Local Council would reimburse the Village for the cost of modifying the computer program. The Local Council would not be responsible for any modifications made to the equipment or software at the Village's request, or for upgrading of equipment to new hardware which would also be done at the Village's request.

**Section 3.2. Fair Share.** During the term of this Agreement, employees who are not members of the FOP Labor Council shall, commencing sixty (60) days after their employment or sixty (60) days after the effective date of this Agreement, whichever is later, pay a fair share fee to the FOP Labor Council for collective bargaining and contract administration services rendered by the FOP Labor Council as the exclusive representative of the employees covered by said Agreement, provided fair share fee shall not exceed the dues attributable to being a member of the FOP Labor Council. Such fair share fees shall be deducted by the Village from the earnings of non-members and remitted to the FOP Labor Council. The FOP Labor Council shall periodically submit to the Village a list of the members covered by this Agreement who are not members of the FOP Labor Council and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefits. The foregoing provision shall not apply to any employee employed prior to November 1, 1986, and who is not a member of the FOP Labor Council on the effective date of the Agreement; provided, however, that it shall apply to employees who are members on the effective date of this Agreement and who thereafter become non-members.

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

1. Give timely notice to fair share fee payers of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.
2. Advise fair share fee payers of an expeditious and impartial decision-making process whereby fair share fee payers can object to the amount of the fair share fee.
3. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payers to the amount of the fair share fee.

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

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

**Section 3.3. Indemnification.** The FOP Labor Council and the Local Council shall indemnify and hold harmless the Village, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Village for the purpose of complying with the provisions of this Article, or in reliance on any written check off authorization, certification or affidavit furnished under any of such provisions.

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

## **ARTICLE IV**

### **LABOR-MANAGEMENT COMMITTEE**

At the request of either party, the local Council representatives and the Police Chief or their designees may meet to discuss matters of mutual concern that do not involve negotiations. The Local Council may invite other unit members (not to exceed two) to attend such meetings. The Police Chief may invite other Village representatives (not to exceed two) to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least three days prior to the date of the meeting. This section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement. Employees scheduled to work will notify the Police Chief prior to their attendance at a meeting and if such attendance is approved, the employee will be permitted to attend the meeting during his regular hours of work with no loss of pay.

## ARTICLE V

### GRIEVANCE PROCEDURE

**Section 5.1. Definition.** A “grievance” is defined as a dispute or difference of opinion raised by an employee against the Village involving an alleged violation of an express provision of this Agreement except that any dispute or difference of opinion concerning a matter or issue subject to the jurisdiction of the Lake Zurich Police and Fire Commission shall not be considered a grievance under this Agreement except as provided in Section 5.8 (Discipline) below.

**Section 5.2. Procedure.** The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

- STEP 1:** Any employee who has a grievance shall submit the grievance in writing to the Deputy Chief specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement, which are alleged to have been violated, and the relief requested. All grievances must be presented no later than five (5) business days from the date of the first occurrence of the matter giving rise to the grievance or within five (5) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The Deputy Chief shall render a written response to the grievant within five (5) business days after the grievance is presented.
- STEP 2:** If the grievance is not settled at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Police Chief within five (5) business days after receipt of the Village’s answer at Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Police Chief, or his designee, shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within five (5) business days with grievant and an authorized representative of the Local Council at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Police Chief, or his designee, shall provide a written answer to the grievant and the local Council within five (5) business days following their meeting.
- STEP 3:** If the grievance is not settled at Step 2 and the Local Council desires to appeal, it shall be referred by the Local Council in writing to the Village Manager within five (5) business days after receipt of the Village’s answer at Step 2. Thereafter, the Village Manager or his designee and the Police Chief or other appropriate individual (s) as desired by the Village Manager, shall meet with the grievant and a Local Council representative within ten (10) business days of receipt of the Local Council’s appeal, if at all possible. If no agreement is reached, the Village Manager or designee shall submit a written answer to the

grievant and Local Council within ten (10) business days following the meeting.

**Section 5.3. Arbitration.** If the grievance is not settled in Step 3 and the Local Council wishes to appeal the grievance from Step 3 of the grievance procedure, the Local Council may refer the grievance to arbitration, as described below, within fifteen (15) business days of receipt of the Village's written answer as provided to the Local Council at Step 3:

- (a) In the absence of agreement on a neutral arbitrator, the parties shall file a joint request with the Federal Mediation & Conciliation Service ("FMCS") for a panel of seven (7) arbitrators from which the parties shall select a neutral arbitrator. The parties agree to request the FMCS to limit the panel to members of the National Academy of Arbitrators. Both the Village and FOP shall each have the right to reject one panel in its entirety within seven (7) calendar days of its receipt and request that a new panel be submitted. The parties agree to engage in a ranking process for purposes of determining which of the seven (7) arbitrators on the panel shall serve as the neutral arbitrator, provided that each party may strike or cross out not more than two (2) of the arbitrators on the panel before ranking the remaining arbitrators on the panel. Within fourteen (14) calendar days from the date the panel list is received from the FMCS the parties shall simultaneously exchange their panel lists with the arbitrators ranked numerically in the order of preference (1 for first choice, 2 for the second choice, etc.). The arbitrator whose name is on both lists and who has the lowest combined number shall be invited to serve as the arbitrator. If two or more arbitrators have the same combined number, the parties shall alternatively strike until only one name remains, with the determination of who strikes first decided by a coin toss. In the event that the arbitrator declines or is unable to serve, the parties shall invite the next arbitrator in designated order of mutual preference to so serve. In the event that he declines or is unable to serve, the parties agree to jointly request a new panel of seven (7) arbitrators from the FMCS and commence the selection process anew.
- (b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Local Council and Village representatives.
- (c) The Village and the Local Council shall have the right to request the arbitrator to require the present of witnesses or documents. The Village and the Local Council retain the right to employ legal counsel.
- (d) The arbitrator shall submit his/her 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 where 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 Local Council; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

**Section 5.4. 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 empowered to determine the issue raised by the grievance as submitted in writing at Step 2. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make 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 4 shall be final and binding upon the Village, the Local Council and the employee covered by this Agreement.

**Section 5.5. Time Limit for Filing.** No grievance shall be entertained or processed unless it is submitted at Step 1 within five (5) business days after the first occurrence of the event giving rise to the grievance or within five (5) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. A “business day” is defined as a calendar day exclusive of Saturdays, Sundays or officially recognized holidays of the Village.

If a grievance is not presented by the employee within the time limits set forth above, it shall be considered “waived” and may not be pursued further. 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 may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

**Section 5.6. Miscellaneous.** No member of the bargaining unit who is serving in acting capacity shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Village unless and until the Village has agreed thereto in writing.

**Section 5.7. Representation.** The employee or the Local Council on behalf of an employee or group of employees may process grievances. The grievant is entitled to Council representation at any step of the grievance procedure.

**Section 5.8 Discipline.** The parties agree that the Chief of Police (or the Chief's designee) shall have the right to suspend a non-probationary officer for up to thirty (30) days or dismiss an officer for just cause, without filing charges with the Village Board of Fire and Police Commissioners. Neither the Police Chief nor the Village or their agents will file charges asking the Board of Fire and Police Commissioners to impose discipline on any non-probationary bargaining unit employee; instead all such discipline shall be imposed by the Police Chief or his designee.

The decision of the Police Chief or the Chief's designee with respect to the suspension or dismissal action shall be deemed final, subject only to the review of said decision through the grievance and arbitration procedure. The sole recourse for appealing any such decision by the Chief of Police shall be for the employee to file a grievance as described herein. If the employee elects to file a grievance as to his or her suspension or dismissal, the grievance shall be processed in accordance with Article V of this Agreement, except that it shall be filed at Step 3 of the procedure. If the grievance proceeds to arbitration and the arbitrator determines that the disciplinary action was not supported by just cause the arbitrator shall have the authority to rescind or to modify the disciplinary action and order back pay, or a portion thereof. No relief shall be available from the Board of Fire and Police Commissioners with respect to any matter which is subject to the grievance and arbitration procedure set forth in Article V of this Agreement. 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 IPLRA.

Pursuant to Section 15 of the IPLRA and 65 ILCS § 10-2.1-17, the parties have negotiated an alternative procedure based upon the grievance and arbitration provisions of this Agreement, and the foregoing provisions with respect to the appeal and review of suspension or discharge decisions shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be available under the Rules and Regulations of the Village Board of Fire and Police Commissioners. The Village Board of Fire and Police Commissioners is divested of jurisdiction to hear disciplinary charges

Discipline that does not involve a termination or suspension (e.g. oral and written reprimands) may only be grieved through Step 3 of the grievance procedure and may not be submitted to arbitration.

## ARTICLE VI

### **NO STRIKE – NO LOCKOUT**

**Section 6.1. No Strike.** Neither the Local Council nor any officers, agents or employees covered by this Agreement 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 or work to the rule situation, mass absenteeism, 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 or steward to the Local Council occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article the Local Council agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

**Section 6.2. 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 Local Council.

**Section 6.3. Penalty.** The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 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 6.4. Judicial Restraint.** Nothing contained herein shall preclude the Village or the Local Council from obtaining judicial restraint and damages in the event the other party violates this Article.

## ARTICLE VII

### SENIORITY, LAYOFF AND RECALL

**Section 7.1. Definition of Seniority.** Seniority shall be based on the length of time from the last date of beginning continuous full-time employment as a sworn peace officer in the Police Department of the Village. Conflicts of seniority shall be determined on the basis of the order of the officers on the Fire and Police Commission hiring list, with the officer higher on the list being the more senior.

**Section 7.2. Probationary Period.** All new employees and those hired after loss of seniority shall be considered probationary employees until they complete a probationary period of at least twelve (12) months of work within a classification. This probationary period may be extended, at the sole discretion of the Police Chief in six (6) months intervals not to exceed a total probationary period of twenty-four (24) months. During an employee's probationary period the employee may be suspended, laid off, or terminated at the sole discretion of the Village. No grievance shall be presented or entertained in connection with the suspension, layoff or termination of a probationary employee.

There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority, which shall be retroactive to his last date of hire with the Village in a position covered by this Agreement.

**Section 7.3. Seniority List.** On or before January 1 each year, the Village will post, and provide the Local Council with a seniority list setting forth each employee's seniority. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Village in writing within fourteen (14) calendar days after the local Council's receipt of the list.

**Section 7.4. Layoff.** The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their length of service as provided in ILCS 65 Section 5/10-2.1-18 (as it existed on May 16, 2002), provided that any auxiliary or part-time peace officers that the Village may have employed shall be laid off before any employee covered by this Agreement is laid off. This does not include crossing guard positions in an auxiliary capacity.

Except in an emergency, no layoff will occur without at least five (5) calendar days' notification to the Local Council. The Village agrees to consult with the Local Council, upon request, and afford the Local Council an opportunity to propose alternatives to the layoff, though such consultation shall not be used to delay the layoff.

**Section 7.5. Recall.** Employees who are laid off shall be placed on a recall list for a period of two (2) years. 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 two (2) calendar weeks' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Local Council, provided that the employee must notify the Police Chief or his designee of his intention to return to work within three (3) 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.

**Section 7.6. Termination of Seniority.** Seniority and the employment relationship shall be terminated for all purposes if the employee:

- (a) quits
- (b) is discharged (for just cause for an employee who has successfully completed the probationary period);
- (c) retires (or is retired should the Village adopt and implement a legal mandatory retirement age);
- (d) falsifies the reason for a leave of absence, or is found to be working during a leave of absence without the written approval of the Village Manager;
- (e) fails to report to work at the conclusion of an authorized leave of absence or vacation;
- (f) is laid off and fails to notify the Police Chief or his designee of his intention to return to work within three (3) calendar days after receiving notice of recall or fails to return to work on the established date for the employee's return to work.
- (g) is laid off for a period in excess of two (2) years;
- (h) does not perform work for the Village for a period in excess of twelve (12) months, provided, however, this provision shall not be applicable to absences due to military service, established work related injury compensable under workers' compensation, disability pension, or a layoff where the employee has recall rights; or
- (i) is absent for two (2) consecutive working days without notifying the Village.

Employees who establish to the Village's satisfaction that their absence under subsection 6 (e) or their failure to notify under subsection 6 (i) was due to unforeseen circumstances beyond their control shall not be terminated under this section.

## ARTICLE VIII

### HOURS OF WORK AND OVERTIME

**Section 8.1. Application of Article.** This Article is intended only as a basis for calculating Overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day, per week, or per work cycle.

**Section 8.2. Normal Workday.** The normal workday for employees shall be 8 1/4 hours, including a 15 minute briefing period and a 30-minute paid lunch period.

**Section 8.3. Normal Work Cycle.** The normal work cycle for employees covered by this Agreement shall be 15 days consisting of five consecutive shifts of 8 1/4 hours per day, two days off, five consecutive shifts of 8 1/4 hours per day, and three consecutive days off. The foregoing work cycle shall be in lieu of any provision for holidays or holiday pay except as stated in Section 11 below.

**Section 8.3(a). Training Day.** Generally, when Department personnel represented under this agreement are assigned to employment-related training by the Department Training Officer, or Department supervisory personnel with the approval of Department Training Officer, the provisions of Article VIII, Section 2 and 3 will not apply. The Training Day will be an eight-hour day with an unpaid one-half hour lunch period. Travel time will be calculated based on travel to the point of training and from the point of training to the Lake Zurich Police Department that results in an excess of eight and one-half hours when combined with the time actively engaged in the training assignment. Employees electing to travel to the point of training directly from his/her residence, or if a Department representative directs the employee to travel direct to the point of training from their residence, prior approval or direction must be obtained from the Department Training Officer. In such cases, the employee will be entitled to Travel Expenses as provided in Article XIV, section 18. If an employee voluntarily receives Travel Expenses, he/she will not be entitled to travel pay unless the employee was directed to use their personal vehicle due to the unavailability of a Department-owned vehicle and the employee begins their tour of duty from the Lake Zurich Police Facility.

In cases where Department employees are assigned to scheduled training over four hours, but less than eight hours, employees will not be required to report for duty during the remaining time to achieve an eight and one-half hour work day. However, if an employee reports for a training course that is subsequently canceled for unforeseen reasons, the employee must immediately contact an on-duty supervisor and advise him/her that the training course was canceled. The employee will be required to report for their regularly scheduled tour of duty or other assignment to satisfy the work cycle requirement. In this case, the employee will be entitled to Travel Time or Call-in Pay (2-hours) as provided for in Article VIII Section 8, whichever is greater.

Employees will not be entitled to meal reimbursement unless the training course is eligible for Illinois Law Enforcement Officer Training and Standards Board reimbursement, or the employee is required to spend an evening in Department approved lodging in the immediate area of the point of training.

**Section 8.4. Changes in Normal Workday or Normal Work Cycle.** Should it be necessary in the Village's judgment to establish schedules departing from the normal workday or the normal work cycle, or to change the shift schedule of an employee or employees, the Village will give, if practicable, at least 24 hours' advance notice of such change to all employees affected by such change.

**Section 8.5. Overtime Pay.** An employee shall be paid 1 ½ times his regular straight-time hourly rate of pay based on a 2080 hour work year for work after 8 ¼ hours per day or other provision as outlined in this Article.

**Section 8.5b Hire Back for Employee Using Comp time/Extra-Duty Details** An employee hired back on overtime to work for another employee electing to use compensatory time must accept overtime payment for the time worked. This section does not apply to employees working their regularly scheduled shift.

Employees working extra-duty reimbursed details must accept overtime payment in lieu of any other form of compensation.

**Section 8.6. Court Time.** Employees shall be paid 1 ½ times their regular straight-time hourly rate of pay for required attendance at court calls outside their normal hours of work, said time being computed from the time the employee leaves the station. For attendance at Branch court calls (currently Mundelein) outside their normal hours of work, employees shall be paid three hours pay at 1½ times their regular hourly rate of pay. For attendance at Waukegan court calls outside their normal hours of work, employees shall be paid 1 ½ times their regular straight-time hourly rate of pay for all required time in actually responding to a Waukegan court call, said time to be computed on a portal-to-portal basis. Employee shall be paid a minimum of three (3) hours or actual time, whichever is greater.

**Section 8.7. Waukegan Standby Time.** If an employee is requested to be on standby for a possible court call (s) in Waukegan outside his normal hours of work, the employee shall receive seventy-five dollars (\$75.00) for any such day, provided that to be eligible to receive such standby pay the employee must immediately advise the sergeant on duty of the name of the individual who placed him on such standby status. If the employee subsequently responds to a court call in Waukegan on such day, the employee shall receive no standby pay, but shall receive court pay in accordance with the provisions of Section 6 above.

**Section 8.8. Call-In Pay.** An employee who is called in to work before or after his normal hours of work (i.e., hours not contiguous to his normal shift) will be paid 1 ½ times his regular straight-time hourly rate of pay for all hours worked outside his normal hours of work, with a minimum of two (2) hours' compensation or his actual time, whichever is greater. Call-in shall include department meetings. This section shall not be applicable when an employee is called back to correct an error or omission which is reasonably determined by his supervisor or his designee to require correction/completion before the employee's next scheduled shift.

**Section 8.9. Shift Trades.** Employees will be permitted to request permission to trade duty hours, subject to the approval/disapproval of the Police Chief or his designee. No less than forty-eight (48) hours' notice must be given to the Patrol Sergeant, provided that this requirement may be waived by the Police Chief or his designee. All requests for shift trades shall be submitted in writing on the form the Department uses for this purpose. While a request may be made to trade partial shifts, such a request will only be considered in emergency situations or where there is a demonstrated need for

the officer to be present. Shift trades must be completed within sixty (60) days and shall not result in the Village being obligated to pay overtime to either of the two employees involved in the trade. No employee shall be permitted more than twelve (12) requested duty trades per year. For the purposes of FLSA and any other federal/state wage-hour law, the hours that an employee would have worked except for a duty trade shall be considered as hours worked and the hours that an employee actually works as a result of a duty trade shall not be considered as hours worked.

**Section 8.10. Shift Selection.** Employees shall be allowed to exercise their seniority for selection of shift assignments on an annual basis. The Police Chief or his designee shall conduct shift bids between October 1<sup>st</sup> and October 31<sup>st</sup> of each year by compiling a list of personnel seniority dates. Employees shall then bid for their choices of shift starting times. Employees shall be given choices corresponding to the number of positions for each shift starting time. Upon completion of the bidding process, shift assignments will be made according to seniority. Any shift transfers required as a result of this process shall take effect in January of each year. This provision does not apply to probationary officers, or specialties; i.e. traffic officer, school officer, and investigators. Should there be good cause, the Police Chief shall have the right to make necessary adjustments to the schedule. Three (3) days notice shall be given to the officer and the union.

Employees are permitted to trade in monthly increments for a maximum of four (4) months subject to Section 9 above.

**Section 8.11. Holidays, Personal Days.** Due to the scheduling as outlined in Section 3 above, there will be no holidays designated by specific date, however, officers shall realize a reduction in yearly hours worked by the method so outlined. Officers covered by this Agreement shall be granted four (4) personal days. These four (4) personal days can be taken at the discretion of the employee with prior approval of the department. Employees wishing to take a personal day shall give at least three (3) days prior notice to the department. However, under exigent circumstances the minimum notice can be waived by the Police Chief or his designee. Personal days may be combined or used in conjunction with vacation days or regularly scheduled days off or may be used during any duty day. Approval for the use of personal days shall not be unreasonably denied provided that the work schedule and manpower needs of the Village are not adversely affected.

The Village recognizes that holidays have special meaning, and that due compensation shall be given to officers who actually work on Independence Day, Christmas Day, Thanksgiving Day, or President's Day. All bargaining unit employees who actually work on the previously mentioned four (4) days shall receive double their regular rate for all hours worked on such days.

Submission of any personal days for the following calendar year will not be accepted until after the vacation sign-up process has completed for each shift/work unit.

**Section 8.12. Compensatory Time.** Officers shall have the option of accruing up to a maximum of eighty (80) hours of compensatory time in lieu of overtime pay, which may carry over from year to year. All compensatory time in excess of this amount will be paid as overtime as calculated based on a 2080-hour work year. Compensatory time shall be taken in a minimum of four (4) hour increments unless otherwise authorized by the Police Chief or his designee. An employee's use of accumulated compensatory time shall be scheduled at the mutual convenience of the employee and the Police Chief or his designee. Compensatory time requests shall not be unreasonably denied. Employees cannot schedule or take compensatory time before it is actually earned. Compensatory time shall not be deducted from an employee's compensatory time bank until it is actually taken.

Each officer shall notify the Department in writing between November 15 and November 22 of each year, indicating how much of his/her existing compensatory time he/she would like to remain. Officers shall have the option of cashing out up to a maximum of forty (40) hours per year.

All compensatory time that each officer has accrued and requested compensation for as of November 22<sup>nd</sup> of each year shall be paid in full to each officer by separate check on the Friday of the week following the first payday in December of each year.

Submission of any compensatory time for the following calendar year will not be accepted until after the vacation sign-up process has completed for each shift/work unit.

**Section 8.13. No Pyramiding.** Compensation shall not be paid or compensatory time taken more than once for the same hours under any provision of this Article or Agreement.

## ARTICLE IX

### LEAVES OF ABSENCE

**Section 9.1. Leaves of Absence.** Employees shall have the right to request leaves of absence in accordance with such terms and conditions as may be specified from time to time in the personnel policies that are applicable to Village employees generally.

**Section 9.2. 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. Any employee who engages in employment elsewhere (including self-employment) while on any leave of absence as provided above may be immediately terminated by the Village, provided that this provision shall not be applicable to a continuation of employment (including self-employment) that the employee had prior to going on an approved leave of absence, as long as there is not significant expansion of such employment (including self-employment) or unless approved in writing by the Village Manager.

**Section 9.3. Funeral Leave.** In the event of a death in the employee's immediate family, the employee may be granted as necessary up to three (3) days leave of absence without loss of pay for the purpose of attending the funeral. Upon recommendation of the Police Chief and with the approval of the Village Manager, this period may be extended for an additional two days due to extraordinary circumstances but any such days shall be charged to sick leave, and any other accrued leave time in that order. Immediate family member for purposes of this section shall mean the employee's spouse, member of household/significant other, children (including step, foster or adopted children), grandchildren, son-in-law, daughter-in-law, parent (including step parent), grandparent, father-in-law, mother-in-law, brother and sister (including step brother or sister), brother-in-law, sister-in-law or other such relative approved by the Police Chief, any such other relative allowed shall not be considered precedent setting for future requests.

**Section 9.4. Jury Duty Leave.** Any employee who is subpoenaed or otherwise required to serve on a jury shall be excused from work without loss of regular straight-time pay for the days or portions thereof on which the employee must be present for such service and on which the employee would have otherwise been scheduled to work; provided, however, the employee must submit a certificate evidencing that he/she appeared and served as a juror. Any employee shall report to work during any part of a scheduled day of work when the employee is not required to be in court for jury duty as provided above or has been released from jury duty. Notice of call for jury duty shall be given to the Village within five (5) days of the employee receiving notice.

**Section 9.5. Military Leave.** Military leave, including reserve duty and training, shall be in accordance with applicable federal and state law.

**Section 9.6. Family and Medical Leave Act.** Employees shall be covered by the Family and Medical Leave Act of 1993 and shall be eligible for twelve (12) weeks unpaid leave per calendar year in the event of a birth, adoption or foster care of a child, or a serious health condition of an employee or any employees immediate family requiring inpatient care or continuing treatment by a health care provider. Employees must provide the Village thirty (30) days' notice if possible before taking such leave, or notify the Village as soon as practical. Before going on unpaid leave status for the birth, adoption or foster care of a child, an employee may elect to use all accrued unused paid time off options. Before going on unpaid leave status for the serious health condition of the employee or an immediate family member requiring inpatient care or continuing treatment, an employee shall be

required to use all accrued unused available time off options. The Village agrees to provide health care coverage for employees who are on leave under this Section.

## ARTICLE X

### VACATIONS

**Section 10.1. Eligibility.** The number of working days of vacation which an employee is eligible to receive in each calendar year shall be based on the number of years of continuous service in a position covered by this Agreement which the employee will complete as of the anniversary date of his employment during that calendar year in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Working Days of Vacation Per Year</u>	<u>Per Pay Period Accrual</u>
1 through the completion of 6 years	10	3.08
7 through the completion of 9 years	15	4.62
after completion of 10 years	16	4.92
after completion of 11 years	17	5.23
after completion of 12 years	18	5.54
after completion of 13 years	19	5.85
after completion of 14 years	20	6.15
after completion of 15 years	21	6.46
after completion of 16 years	22	6.77
after completion of 17 years	23	7.08
after completion of 18 years	24	7.38
after completion of 19 years	25	7.69

An employee shall earn their vacation days in the calendar year before they are able to use them. All vacation time earned in a year shall be eligible for the employee to use on January 1 of the following year.

In the first calendar year of employment, the officer shall earn a prorated number of vacation days based on the employee's starting date. These days may be taken after January 1<sup>st</sup> of the following year.

January	10 days
February	9.17 days
March	8.33 days
April	7.50 days
May	6.67 days
June	5.83 days
July	5 days
August	4.17 days
September	3.33 days
October	2.50 day
November	1.67 days
December	0.83 days

Upon completion of six (6) years of employment, the officer will earn a pro-rated number of additional vacation days above ten (10) days (based on the month the officer was originally hired), which may be taken after January 1<sup>st</sup> of the following calendar year:

January	5 days
February	4.48 days
March	4.17 days
April	3.75 days
May	3.33 days
June	2.92 days
July	2.50 days
August	2.08 days
September	1.67 days
October	1.25 days
November	0.83 days
December	0.42 days

For the calendar year that the employee completes six (6) years and begins seven (7) years of continuous service, the officer will be eligible to receive the pro-rated number of additional vacation days listed in paragraph 3 to be used the following year.

**Section 10.2. Vacation Pay.** Vacation pay shall be paid at the rate of the employee's regular straight-time hourly rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation.

**Section 10.3. Vacation Scheduling.** Vacations shall be scheduled insofar as practicable at times desired by each employee, with the determination of preference within each work unit being made on the basis of an employee's length of continuous service. The scheduling of vacations shall be done by work unit, rather than Department-wide. Work units shall consist of A-Shift, B-Shift, C-Shift, the Criminal Investigations Division, and the Traffic Safety Division. Only one patrol officer from each work unit may be on vacation at any one time, with the exception of the school resource officer, traffic safety officer, detectives, and the Lake County Metropolitan Enforcement Group (LCMEG) officer. In November, each officer, beginning with the senior officer in each work unit, shall be allowed three (3) consecutive calendar days to make his/her first vacation selection. Second and third vacation selections shall follow in a similar manner. Vacation selection shall be conducted in the following manner:

- First selection: Each officer may, in turn, select up to 10 whole vacation days. Each officer may only select two blocks of vacation during the first selection. A single block may consist of one to five contiguous days.
- Second selection: Each officer may, in turn, select up to 10 whole vacation days. Each officer may only select two blocks of vacation during the second selection. A single block may consist of one to five contiguous days.

- Third selection: Each officer may, in turn, select remaining additional vacation days. Each officer may only select two blocks of vacation during the third selection. A single block may consist of one to five contiguous days.

Submission of any additional benefit time for the following calendar year will not be accepted until after the vacation sign-up process has completed for each shift/work unit.

Officers may hold over vacation days for later in the year to be used on a first come first served basis. It is expressly understood that the final right to designate vacation periods and the maximum number of employee(s) who may be on benefit time at any time is exclusively reserved by the Police Chief in order to ensure the orderly performance of the services provided by the Village.

**Section 10.4. Limitation on Accumulation of Vacation.** Earned vacation may not be accumulated from one year to another unless the Police Chief approves in writing cancellation of a previously scheduled vacation due to unforeseen circumstances or employee illness and said canceled vacation cannot be conveniently rescheduled prior to the end of the year.

**Section 10.5. Vacation Buy Back.** Between January 15 and January 22 of each year, employees who qualify for more than two (2) weeks of vacation per year may submit a written request to the Village to accept cash for their remaining unused vacation time, provided that at least two (2) weeks of vacation have been utilized by the employee during the twelve (12) months of the prior calendar year. The payment, if any, shall be paid on a separate check on the Friday of the week following the first payday in February of each year.

## ARTICLE XI

### SALARIES

**Section 11.1. Salaries.** Employees covered by this agreement shall be paid in accordance with their placement on the following salary schedule as of July 1, 2017:

<u>Step</u>	
1	\$64,268.35
2	\$68,841.75
3	\$75,340.81
4	\$82,321.25
5	\$86,172.55
6	\$91,949.47
7	\$92,992.42 (Longevity Step)

Employees covered by this agreement shall be paid in accordance with their placement on the following salary schedule as of January 1, 2018:

<u>Step</u>	
1	\$65,553.72
2	\$70,218.58
3	\$76,847.63
4	\$83,967.68
5	\$87,896.00
6	\$93,788.46
7	\$94,852.27 (Longevity Step)

Employees covered by this agreement shall be paid in accordance with their placement on the following salary scheduled as of January 1, 2019:

<u>Step</u>	
1	\$66,864.80
2	\$71,622.95
3	\$78,384.58
4	\$85,647.03
5	\$89,653.92
6	\$95,664.23
7	\$96,749.31 (Longevity Step)

Employees covered by this agreement shall be paid in accordance with their placement on the following salary scheduled as of January 1, 2020:

Step	
1	\$68,536.41
2	\$73,413.53
3	\$80,344.19
4	\$87,788.21
5	\$91,895.27
6	\$98,055.84
7	\$99,168.05 (Longevity Step)

In the sole discretion of the Chief of Police, newly hired State Certified police officers with at least one (1) year of experience may be assigned up to Step three (3) in the salary schedule.

**Section 11.2. Step Advancement.** Employees who are not at the top step of the foregoing salary schedules shall be eligible to advance to the next step twelve (12) months from the date they initially move to the preceding step.

Any employee who is at the top step and has at least six (6) through fourteen (14) years of continuous service in a position covered by this Agreement shall be eligible to receive an additional \$1500 per fiscal year. Officers meeting the above criteria but having fifteen (15) or more years of service shall be eligible for \$2000 per fiscal year.

Pro-rated bonus schedule to be used only for the completion of the sixth year. The payment for the bonus in the sixth year from anniversary date of hire shall be prorated based on the following anniversary date schedule:

June 1 – July 31	6/7 of bonus 86%
August 1 – Sept. 30	5/7 of bonus 72%
Oct. 1 – Nov. 30	4/7 of bonus 59%
Dec. 1 – Jan. 31	3/7 of bonus 43%
Feb. 1 – March 31	2/7 of bonus 29%
April 1 – May 31	1/7 of bonus 15%

Upon completion of 15 years of service the full ~~merit~~ bonus amount shall be paid on the following July 1.

**Section 11.3. Stipend Assignment as Traffic Officer, Investigator, or MEG Officer.** Employees assigned at the sole discretion of the Police Chief as either traffic officer, investigator, or MEG Officer, shall receive a stipend of \$1500 per fiscal year (pro rata if assigned for less than a year). It is understood that the Police Chief retains the right to make the assignment of an employee to either traffic officer, investigator, or MEG officer, and to determine the shift or time of working hours as well as the sole right to make a change in any such assignment. These stipends will be paid pro-rated over 26 pay periods for the period of time the officer covered by this contract is in one of the positions above. This stipend does not attach to base salary and will not increase hourly rate of pay.

**Section 11.4. Field Training Officer.** Employees designed as a Field Training Officer shall receive two (2) hours at time and one-half their regular rate pay for each full day (shift) of training. An officer who serves for one-half of the shift (4 hours) shall receive one (1) hour at time and one-half their regular pay for Field Training Officer duties.

**Section 11.5. Longevity Step. Officers Who Have Completed Twenty (20) Years of Service.** Eligible bargaining unit employees covered by this Agreement who have completed twenty (20) years or more of service shall advance to Step 7.

**Section 11.6. Certified Police Officer Stipend.** Officers covered by this Agreement who have a current State of Illinois Officer Certification and meet the department's Firearms Qualification Standard (shoot scores) at the May qualification, shall receive a stipend of two thousand dollars (\$2000), and shall be paid each succeeding year the officer so qualifies. The above stipend attaches to the office's base salary, and will increase the hourly rate of pay. This amount is not included, nor compounded for the annual step adjustment.

Newly hired State Certified Police Officers (as specified in Article XI, section 1, paragraph 5) who have at least one (1) year of prior police experience shall be eligible to receive the certified police officer stipend after successfully meeting the Department's Firearms Qualification Standard (shoot score). This stipend will then become effective on the date that this officer first successfully qualifies (Department Firearms Qualification Standard).

Newly hired Police Officers without previous police officer experience, who, after successfully completing State Certified Police Officer Training (Police Academy), shall then be eligible to receive the certified police officer stipend upon successfully meeting the Department's Firearms Qualification Standard (shoot score). The stipend will become effective on the date when the officer first qualifies (Department Firearms Qualification Standard) after returning from Certified Police Officer Training (Police Academy).

Both of the above mentioned newly hired Police Officers (with and without previous police experience) will again have to meet the Department's Firearms Qualification Standard (shoot score) at the following May qualification to receive the stipend for the next contract year, as per paragraph 1, section (6) of this Article

**Section 11.7. Officer-In-Charge.** An officer who is assigned to serve as an Officer-In-Charge for less than half of a shift shall receive an additional one-half hour of pay at time and one-half the employee's regular straight time hourly rate of pay. An officer who is assigned to serve as an Officer-In-Charge for more than one-half of a shift shall receive an additional hour of pay at time and one-half the employee's regular straight time hourly rate of pay.

## ARTICLE XII

### INSURANCE

**Section 12.1. Hospitalization, Medical Insurance Coverage.** The hospitalization and medical insurance programs in effect when this Agreement is ratified shall be continued during the term of this Agreement.

The Village will continue to offer a basic health insurance plan with the HMO, as well as a PPO and HDPPPO as the Village's supplemental health insurance plans requiring a premium contribution by the employee (as listed below), co-pays, deductibles, reimbursement for being out of network, out of pocket maximum for being out of network, etc. Employees may select single, single plus spouse, single plus child(ren) or family coverage in one of the health programs offered by the Village during the enrollment period established by the Village. The insurance plan year typically commences on January 1<sup>st</sup> of each year. The Village shall provide group health insurance benefits to employees, with such benefits to be provided in the group insurance policy(s) applicable to all Village employees at the rates assessed under such policy(s) which the Village shall enter from time to time.

#### Employee contribution to Medical Insurance Premiums

##### PPO Plan

20% of the total premium for whichever PPO coverage is selected.

##### HMO Plan)

10% of the total premium for whichever HMO coverage is selected.

##### High Deductible PPO Plan

Employees would pay cost as outlined each year by the employer based upon each year's plan.

Should the Village find it necessary, due to financial or other reasons, to change insurance carriers, benefit levels, self-insurance or other modifications of the policy in effect upon the effective date of this agreement, it may do so, provided the new plan(s), coverage and benefits are substantially similar to those in effect upon the effect date of this Agreement

In addition, the Village shall provide a Section 125 Plan.

**Section 12.2. Cost Containment.** The Village reserves the right to maintain or 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, bounty clause and mandatory out-patient elective surgery for certain designated surgical procedures.

**Section 12.3. Terms of Policies to Govern.** The extent of coverage under the insurance policies referred to in Section 1 of this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement; provided, however, any employee who has a question concerning coverage may present it to the Village Manager and the Village Manager, in turn, shall make appropriate inquiry and shall advise the employee of the status of the matter.

**Section 12.4. Right to Maintain Coverage While on unpaid Leave or on layoff.** An employee who is on an approved unpaid leave of absence or who is on layoff with recall rights shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for employee coverage and, if desire, for dependent coverage. Late payment shall be cause for termination of coverage in accordance with the insurance plan document.

**Section 12.5. Life Insurance.** Each officer covered by this Agreement shall be covered by a group term life insurance policy in the amount of seventy-five thousand dollars (\$75,000) and provide that some or all of said \$75,000 may be, at the Village's discretion, self-insured.

**Section 12.6. Death in Line of Duty.** The Village of Lake Zurich agrees to pay the reasonable and customary funeral and burial expenses; including, cost of casket, funeral home, church, cemetery, luncheon, flowers, limousine and incidentals for an employee covered by this Agreement who is killed in the line of duty, if not paid by another agency or organization. If partial payment is made, the Village shall pay for the remaining reasonable and customary expenses. This payment shall be made within thirty (30) days of the Employee's death.

**Section 12.7. Health Insurance Committee.** The Village will continue with a Village-wide health insurance committee consisting of Village representatives, which may include representatives from other bargaining units, and not more than two employees selected by the bargaining unit. The purpose of this committee is to review health insurance coverage options, make recommendations for cost-saving revisions to existing coverage, study new or replacement benefits, claims administration, and the like. Prior to making any significant changes to the Village's health insurance program, the Village will review the proposed changes with the committee and review any comments made by members of the committee. The Village will notify the FOP Labor Council of any changes made to the Village's health insurance program at least 30 days prior to the effective date of said changes.

## ARTICLE XIII

### **MANAGEMENT RIGHTS**

Except as specifically modified by other articles of this Agreement, the Local Council recognizes the Village's exclusive right to make and implement decisions with respect to the operation and management of its operations in all respects. Such rights include but are 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 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 by which operations are conducted; to determine whether goods or services are made or purchased; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline; suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; 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 XIV

### **MISCELLANEOUS**

**Section 14.1. Gender of Words.** The masculine gender as used herein shall be deemed to include the feminine gender, unless the feminine gender is clearly inappropriate in the context of the provision (s) concerned.

**Section 14.2. Physical Examinations.** If there is any reasonable question concerning an employee's fitness for duty or fitness to return to duty following a layoff or leave of absence, the Village may require, at its sole discretion and expense, that the employee have a medical examination, psychiatric examination, and/or psychological examination by a qualified and state license physician, psychiatrist, and/or psychologist selected by the Village.

**Section 14.3. Application of Agreement to MEG Unit.** Notwithstanding anything to the contrary in this Agreement, officers who are voluntarily assigned to the Metropolitan Enforcement Group ("MEG"), in addition to the practices, policies, procedures and directives of the Lake Zurich Police Department shall be subject for the duration of such assignment to the practices, policies, procedures and directives which are generally applicable to officers assigned to the MEG even though such practices, policies, procedures and directives may be inconsistent or in conflict with the provisions of this Agreement. The application of such practices, policies, procedures and directives shall not be subject to the grievance and arbitration procedures of this Agreement. Without in any way limiting the generality of the foregoing practices, policies, procedures and directive of MEG applicable to hours of work and overtime shall be deemed to supersede inconsistent or contrary provisions of Article VII (Hours of Work and Overtime) of this Agreement.

**Section 14.4. Precedence of Agreement.** If there is any conflict between the specific provisions of this Agreement and the specific provisions of any Village ordinance or the specific provisions contained in the Village's Personnel Policy and Procedure Manual which may be in effect from time to time, the specific terms of this Agreement, for its duration, shall take precedence.

**Section 14.5. Bill of Rights.** In any meeting called by command or supervisory personnel, in which an employee reasonably believes that discipline will result from the meeting, the employee reasonably believes that discipline will result from the meeting, the employee may request that a Council representative be present. The request of such representation shall not unduly disrupt or delay the interview. The Peace Officer Bill of Rights (50 ILCS 725/1) shall apply to any inquiry which may lead to disciplinary action and shall be incorporated herein by reference. Counseling and discipline of employees shall be conducted in such a manner so as not to publicly embarrass or humiliate the employee.

**Section 14.6. Drug Testing.** In order to help provide a safe work environment and to protect the public by insuring that police officer have the physical stamina and emotional stability to perform their assigned duties, the Village may require employees to submit to a urinalysis and/or other appropriate test up to four times per year per employee at a time and place designated by the Village. If an employee tests positive in any such random test, the results shall be sent to the Police Chief for the sole purpose of tracking whether the employee has a second positive test. For a first positive test, the employee shall be confidentially informed of the test results and encouraged to seek assistance. It shall be the officer's sole responsibility to seek and complete appropriate professional assistance. If the same employee tests positive a second time, the test results shall be submitted to the Police

Chief for appropriate action. Drug testing may be required where there is cause for such testing. The use of controlled substances in accordance with a physician's direction will not be considered a positive test, except that no employee may use any drug classified as a Schedule I drug under the Controlled Substances Act regardless of whether the drug is used in accordance with a physician's directions. Unlawful use of drugs shall be cause for discipline, including discharge.

The Village shall indemnify and hold harmless the Labor Council and Local Council, and their representatives and agents from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken by the Village to implement the provisions of this Section. The Village and Local Council shall continue to review this section in order to mutually agree to additional language or different language that would continue to provide the level of assurance needed for Lake Zurich Police Officers to continue to provide uninhibited quality service.

**Section 14.7. Impasse Resolution.** The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, amended (5 ILCS 315/14), as it exists from time to time.

**Section 14.8. Quartermaster System.** The quartermaster system with respect to the provision of uniforms and related equipment shall continue for the term of this Agreement. The Village shall provide each employee with an annual allotment of one thousand dollars (\$1,000) per fiscal year (pro rata if employed less than a year) for use by each employee to obtain uniforms, duty handgun, handgun maintenance and supplies and related equipment, provided that up to \$250 may be carried over from one fiscal year to the next fiscal year. Officers may only purchase one duty handgun per contract cycle. Any duty handgun purchased is the property of the employee and shall remain their property upon retirement or separation.

The Village of Lake Zurich will continue to provide body armor when, in its determination, replacement is needed. Industry standards shall be reviewed to assist in the replacement schedule and need.

**Section 14.9. Civil Liability Indemnification.** During the term of this Agreement the Village will provide employees covered by this Agreement with civil liability indemnification coverage with respect to matters falling within the scope of their duties and responsibilities as police officers in accordance with the provisions of applicable Illinois law (65 ILCS 5-1-4-6 formerly Ill. Rev. Stat. 1991, ch 24 1-4-6).

**Section 14.10. Access to Personnel File.** Upon reasonable request, an employee shall have the right to review the non-confidential documents in his personnel file, provided that no documents in an employee's file shall be marked or altered. An employee may request that a copy of any of the non-confidential documents in his personnel file be copied. If such a request is made, the employee shall reimburse the Village for the reasonable cost of copying any such documents (not to exceed the charges the Village assesses for Freedom of Information Act requests). Nothing herein shall require the Village to collate or compile any information.

**Section 14.11. Residency Requirements.** Employees shall reside within 35 miles of the Lake Zurich Police Station. Employees that reside outside of the state of Illinois shall abide to all laws pertaining to firearms of the jurisdiction in which they live.

**Section 14.12. Sick Leave.** Each employee shall earn sick leave with pay at a rate of one working day for each full month of service, equal to twelve (12) sick days per year. Unused sick leave may accumulate up to a maximum number of one hundred and twenty (120) days. Based on the Illinois Employee Sick Leave Act (Public Act 99-0841), employees may use accumulated sick leave for absences due to illness, injury, and medical appointments for the employee's child, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent in an amount that would be accrued during six months at the employee's then rate of entitlement.

Note: The Village will abide by the Family Leave bill in regards to Maternity/Paternity Leave.

**Section 14.13. Sick Leave Buy Back.** Employees covered by this contract shall be eligible to participate in the Village's Sick Leave Buy Back Program, (of which shall be in accordance with the Village's policy regarding same, as may be amended), and to be made an attachment hereto (Appendix "A"), provided that the employee has qualified and met all requirements.

**Section 14.14. Light Duty.** The employer shall, at its sole discretion, determine if a light duty position is available for an employee who has a non-duty related injury, when such position may be available. The employer shall not be required to create a light duty position to accommodate an employee. Each case shall be reviewed on its own merits, taking into account any expertise the employee may have, and shall not set a precedence for any future request.

**Section 14.15. Details and Hire Back Policies.** Hire back overtime details will be presented to eligible members of the Department in an equitable fashion. This includes, posting available hire back overtime details in the Facility Roll Call Room on a rotating basis to insure all shifts have the opportunity to apply for such details. A Sergeant selected by the Chief of Police, or his designee, will administer the hire back overtime details.

**Section 14.16. Retention of Disciplinary Records.** Upon the employee's request, any record of a verbal reprimand shall be removed from the employee's personnel file after a period of one (1) year. Upon the employee's request, any record of a written reprimand shall be removed from the employee's personnel file after a period of three (3) years. This section is not applicable to Fire and Police Commission files.

**Section 14.17. Meal Allowances.** Meal allowances, when authorized, shall be in accordance with the Village's policy regarding same, as may be amended from time to time. If the policy is amended, the Village will provide the FOP Labor Council with a copy of same.

**Section 14.18. Travel Expense.** Employees required to use their personal vehicle for required attendance at any school, seminar, conference, or for official business shall be compensated at the then current IRS per mile rate and reimbursed for such use on a monthly basis.

## **ARTICLE XV**

### **ENTIRE AGREEMENT**

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire Agreement between the parties, and concludes collective bargaining for its term.

## **ARTICLE XVI**

### **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 or by reason of any existing or subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, section or portion thereof specifically specified in the board, agency or court decision or legislation and the remaining parts or portions of this Agreement shall remain in full force and effect.

## ARTICLE XVII

### DURATION AND TERM OF AGREEMENT

This Agreement shall be effective as of July 1, 2017 and after the contract is executed by both parties shall remain in full force and effect until 11:59 p.m. on the 31<sup>st</sup> day of December, 2020. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred eighty (180) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than one hundred thirty-five (135) days prior to the anniversary date unless the parties mutually agree otherwise.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days' written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

Executed this 19 day of April, 2017.

#### VILLAGE OF LAKE ZURICH

Jim Payton  
Village President

Kathleen Johnson  
Village Clerk  
Ray Killeen  
Village Manager



#### FRATERNAL ORDER OF POLICE LAKE ZURICH LODGE #190

Mark  
President  
Mark  
John  
Bob  
Mike

#### ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

Russell L. V. H. 4/18/17  
Field Representative

## APPENDIX "A"

### **SICK LEAVE BUY BACK INCENTIVE**

Each Employee covered by this Agreement who earns sick leave at the rate of one working day for each full month of service (equal to twelve (12) sick days per year) shall be eligible as of January 1st, 1995 for unused sick leave buy back over sixty (60) days accumulation. Prior to February 1, of each year, the Village shall calculate how many sick days above sixty (60) days have been credited to and remain unused by the employee as of December 31st of the previous year. If, between December 31 of the previous year and January 15<sup>th</sup> following, the employee shall have notified his/her Department Director and the Finance Department in writing on forms provided and shall have indicated thereon his/her desire to continue to accumulate such additional days above sixty (60), then such employee shall be allowed to accumulate those additional days up to the allowed maximum. Prior to May 1<sup>st</sup> of each year, the Village shall compensate the employee at the rate of fifty percent (50%) of the time accumulated above and beyond sixty (60) days that are accumulated in that year and subsequent years after sixty (60) days are accumulated only (i.e. fifty percent (50%) of twelve (12) days unused or the number of days above sixty (60), after days used are subtracted.) Only one-half (1/2) days of compensation shall be paid. Any portion less than one-half (1/2) day shall not be compensated. Unused sick leave may accumulate up to a maximum number of one hundred twenty (120) days. Any uncompensated days may be converted at retirement as additional time as allowed by the Police Pension retirement system.

The foregoing sick leave buy back program availability is determined on a yearly basis by the Village Manager. Availability is determined by the financial condition of the Village to provide this program. This program is administered on a Village-wide basis; the program will be available to all Village employees or none. The Village will identify each fiscal year (by October 1<sup>st</sup>) if the program will be in place for that year.