

AGREEMENT

Between

VILLAGE OF LAKE ZURICH

And

THE LAKE ZURICH

TELECOMMUNICATORS

AND THE ILLINOIS FOP LABOR

COUNCIL

May 1, 2018 – December 31, 2021

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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", the Lake Zurich Telecommunicators, and the 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. Recognition.

The Village recognizes the Council as the sole bargaining representative for all full-time telecommunicators, (hereinafter referred to as "employees"), but excluding all managerial, supervisory, confidential and professional employees, and all other employees of the Village, as defined by the Illinois State Labor Relations Act, as amended.

Section 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 1. Non-Discrimination.

In accordance with applicable law, neither the Village, nor the Council shall discriminate against any employee covered by this Agreement because of race, sex, age, religion, creed, color, national origin, sexual orientation, gender identity, or Council membership. Other than 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. 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, INDEMNIFICATION
AND COUNCIL RIGHTS

Section 1. Dues Checkoff.

During the term of this Agreement the Village will deduct from each employee's paychecks each month, the uniform, regular Labor Council dues for each employee in the bargaining unit who has filed with the Village a lawfully written authorization from, a copy of which is attached as Appendix A, and shall forward such amount to the Fraternal Order of Police Labor Council, Attn: Accounting 974 Clock Tower Drive, Springfield, Illinois 62704, by the 10th day of the month following the month in which the deduction was made, together with a list of employees from whom deductions were made.

The actual dues amount deducted, as determined by the Labor Council, shall be uniform for each employee in order to ease the Village's burden in administering this provision. The 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.

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

Section 2. Indemnification.

The Labor Council shall indemnify and hold harmless the Village, its elected representatives, officers, managers, 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 checkoff authorization furnished under any of such provisions.

Section 3. 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 IV
LABOR-MANAGEMENT COMMITTEE

In the interest of efficient and harmonious management and employee relations, at the request of either party, a bargaining unit employee designated by the Council ("Council spokesperson") and the Police Chief or their designees may meet to discuss matters of mutual concern that do not involve negotiations. The Council spokesperson, or his designee, may invite one on-duty Council bargaining unit member from each classification (not to exceed three) to attend such meetings. The Police Chief, or his designee, may invite other Village representatives (not to exceed three) to attend such meetings. Attendance at Labor Management meetings shall be limited to Village employees, unless otherwise agreed upon in advance of a specific meeting. 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. The Village will be responsible for taking minutes at these meetings. Minutes of such meetings will be presented to the Council spokesman for review. The Council spokesman will advise the Village within 10 days if there is a discrepancy with the minutes. This section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement.

ARTICLE V **GRIEVANCE PROCEDURE**

Section 1. Definitions.

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.

A "grievant" is defined as an eligible employee who has a grievance as defined by this Agreement.

A "union steward" is defined as a Village of Lake Zurich employee who has been elected to serve in this capacity by the bargaining unit.

Section 2. Procedure.

STEP 1: Informal Grievance- Prior to initiating a formal grievance, an employee or union steward, has the responsibility of notifying the appropriate supervisor via email. When the procedure calls for an exchange of emails, only the Village email system will be used. All emails sent related to Step 1, Informal Grievance, shall be sent to the grievant, appropriate supervisor, Lake Zurich Police employees who are currently serving as union representatives and the Deputy Chief of Support Services. The Informal Grievance procedure is as follows:

The grievant shall meet, within fourteen (14) days, and try to settle the informal grievance with the appropriate supervisor: The appropriate supervisor for telecommunicators is a 911 supervisor.

If the grievance is not resolved at the meeting between the supervisor and the grievant, the supervisor shall render a written response via email within fourteen (14) calendar days after their meeting.

STEP 2: Formal Grievance-A formal grievance cannot be filed without first going through Step 1, Informal Grievance. 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 fourteen (14) calendar 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 fourteen (14) calendar days with the grievant and, if requested by the employee, an authorized representative of the 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 Council within fourteen (14) calendar days following their meeting.

STEP 3: If the grievance is not settled at Step 2 and the Council desires to appeal, it shall be referred by the Council in writing to the Village Manager within fourteen (14) calendar 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 Council representative within fourteen (14) calendar days of receipt of the 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 Council within fourteen (14) calendar days following the meeting.

Section 3. Grievance Arbitration.

If the grievance is not settled in Step 3 and the Council wishes to appeal the grievance procedure from Step 3, the Council may refer the grievance to binding arbitration, as described below, within fourteen (14) calendar days of receipt of the Village's written answer as provided to the 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 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 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 Council; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 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 the Second Step. 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 recommended 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 recommended decision or award of the arbitrator shall be final and binding.

Section 5. Time Limit for Filing.

No grievance shall be entertained or processed unless it is submitted at Step 1 within fourteen (14) calendar days after the first occurrence of the event giving rise to the grievance or within fourteen (14) calendar 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. 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 or suspend the process for the purpose of holding a labor-management meeting on the topic of the potential grievance.

Section 6. Miscellaneous.

No member of the bargaining unit who is serving in acting supervisory 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.

ARTICLE VI **NO STRIKE - NO LOCKOUT**

Section 1. No Strike.

During the term of this agreement neither the 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 of the 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 Council agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 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 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 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 VII **SENIORITY LAYOFF AND RECALL**

Section 1. Definition of Seniority.

Seniority shall be based on the length of time from the last date of beginning continuous full-time employment within the bargaining unit classification. Conflicts of seniority shall be determined on the basis of the employee's hiring date within the bargaining unit, with the employee hired first being the more senior. Seniority shall not accrue during any unpaid leave of absence in excess of thirty (30) consecutive days and in such event the employee's seniority date shall be adjusted accordingly.

Section 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 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) month 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 period.

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.

Section 3. Seniority List.

On or before January 1 each year, the Village will post, and provide the Council with a seniority list setting forth each employee's seniority date by classification. 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 Council's receipt of the list.

Section 4. Layoff.

The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary in a classification, employees covered by this Agreement will be laid off in accordance with their length of service in a classification.

Except in an emergency, no layoff will occur without at least thirty (30) calendar days' notification to the Council and the employee (s). The Village agrees to consult with the 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 5. Recall.

Employees who are laid off shall be placed on a recall list for a period of two (2) years from the effective date of the layoff. If there is a recall within a classification, employees who are on the recall list shall be recalled in the inverse order of their layoff from said classification. Employees who are eligible for recall shall be given fourteen (14) 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 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 respond to a recall notice in a timely manner, his name shall be removed from the recall list.

Section 6. Termination of Seniority.

Seniority and the employment relationship shall be terminated for all purposes if the employee:

- (a) Quits
- (b) Is discharged for cause (probationary employees without cause);
- (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 report for work on the day ordered to return to work;
- (g) 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

- (h) Is absent for two (2) consecutive working days without notifying the Village.

Employees who establish to the Village's satisfaction that their absence under subsections 6(e) and 6(f) or their failure to notify under subsection 6(h) was clearly due to circumstances beyond their control shall not be terminated under this Section.

ARTICLE VIII
TELECOMMUNICATOR
HOURS OF WORK AND OVERTIME

Section 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. For purposes of calculating hourly rate, salaries will be based upon a 2080-hour work year.

Section 2. Scope of the Telecommunicator Role.

The responsibilities of a telecommunicator include, but are not limited to the following: interacting with employees of the Department and members of the public at a service window, communicating on telephones and radios, monitoring an alarm board, operating remote access doors, and monitoring a video surveillance system. Telecommunicators must achieve their Emergency Medical Dispatch certification during their probationary period.

Section 3. Telecommunicator Role in Public Safety.

Telecommunicators are an integral part of the delivery of public safety services. As such, telecommunicators share duties and responsibilities with the Village to ensure the efficient and effective delivery of services. Telecommunicators must work in concert with the Village to achieve this goal.

Section 4. Normal Workday.

The normal workday for telecommunicators shall be 8 hours, including a 30-minute paid lunch period.

A telecommunicator who is relieved for his 30-minute lunch period by another EMD certified telecommunicator may take his break elsewhere within the surrounding area and is subject to immediate recall. If no relief is available, telecommunicators may eat their lunch in the 911 Center. A telecommunicator trained in Emergency Medical Dispatch will remain in the 911 Center at all times.

Section 5. Normal Work Cycle.

The telecommunicator's schedule is based on five (5) days on, two (2) days off, followed by five (5) days on, three (3) days off.

Telecommunicators shall bid each November, by seniority, for shifts that will begin the following January. The Police Chief or his designee will appoint personnel to shift vacancies that occur any other times during the year. Such a re-assignment may be required for training purposes to ensure proper staffing or to prevent conflicts of interest that diminish job

performance. The Department will have the sole authority to assign probationary employees to any shift regardless of the impact to shift bidding.

The normal work cycle for telecommunicators covered by this Agreement shall be assigned by the Police Chief or his designee. Forty-eight (48) hour notice shall be given if conditions permit, for change of work cycle. Excluding a Village emergency, telecommunicators who have only one day off in their block of scheduled days off due to working overtime for staffing shortages, shall not be ordered in on their only day off unless all other overtime assignment methods have been exhausted.

Generally, when Department personnel represented under this Agreement are assigned to employment-related training by the Department, the provisions of Article VIII, Section 4, 5, and 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 (8.5) hours when combined with the time actively engaged in the training assignment. If an employee voluntarily drives from their residence, he 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 will be reimbursed for mileage. When taking a Lake Zurich vehicle, travel time shall start when the employee departs from the Police Department and ends when the employee returns to the Police Department.

In cases where Department employees are assigned to scheduled training on a regularly scheduled duty day 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. When attending training on a regularly scheduled day off, employees will receive overtime pay for the actual hours worked less a one-half hour unpaid lunch. However, if an employee reports for a training course that is subsequently canceled for unforeseen reasons, the employee must immediately contact his supervisor and advise that the training course was canceled. The employee will be required to report for their regularly scheduled tour of duty to satisfy the work cycle requirement. In this case, the employee will be entitled to travel time or call-in pay (2-hours) whichever is greater.

Section 6. Staffing Levels.

When the Village hires additional patrol officers for special duties (e.g. Alpine Fest, Triathlon, or Village emergencies)- the Village shall consider increasing the on-duty telecommunicator staff as well.

Section 7. Overtime Pay.

A telecommunicator will be paid 1-1/2 times his regular straight-time hourly rate of pay for all hours worked in excess of 8 hours in the employee's normal work day. No overtime shall be paid which is caused by shift transitions unless such transitions are caused by the Department.

Section 8. Holidays.

Telecommunicators who work on July 4th, Thanksgiving Day, Christmas Day, or President's Day will be paid twice his regular straight-time hourly rate.

Section 9. Personal Days.

Telecommunicators receive four personal days on January 1st of each calendar year. Newly-hired telecommunicators receive four personal days upon employment. Personal days not used during a calendar year shall be forfeited. Personal days will be taken at the discretion of the employee with prior written approval from his supervisor. Employees wishing to take a personal day, shall submit a completed Benefit Pay Request form to his supervisor and request the day in the Village payroll system at least three days prior to the day requested. However, under exigent circumstances, the minimum notice can be waived by the Police Chief or his designee. Personal days may be taken in four or eight-hour blocks. Personal days will not be approved if another telecommunicator on the same shift is already off on a vacation or personal day on the date requested. Personal days will not be approved if two telecommunicators are already off, one on a vacation day and one on a personal day on the date requested. Approval for personal days shall not be unreasonably denied provided that the work schedule and manpower needs of the Department are not adversely affected.

Section 10. Call-in Pay.

An employee who is called in to work before or called in after his normal hours of work (i.e., hours not contiguous to his normal shift) will be paid 1-1/2 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, at the employee's applicable rate of pay. This section shall not be applicable for a callback where an employee is called back to correct an error or omission which is reasonably determined by the Police Chief or his designee to require correction/completion before the employee's next scheduled shift. This section shall apply to mandatory meetings, training, and/or emergencies.

Section 11. Shift Trades.

Telecommunicators will be permitted to request permission to trade duty hours, subject to the approval of a 911 supervisor. If denied, the telecommunicator may appeal the supervisor's decision to the Deputy

Chief of Support Services. No less than three (3) day's notice must be given to the 911 supervisor. This requirement may be waived by the 911 supervisor with written notice from both telecommunicators. While a request may be made to trade partial shifts, such a request will only be allowed for one (1) telecommunicator per shift. Shift trades must be completed within ninety (90) days and shall not result in the Village being obligated to pay overtime to either of the two employees involved in the trade. For the purposes of FLSA and any other federal/state wage-hour law, the hours that an employee would have worked except for a shift trade shall be considered as hours worked and the hours that an employee actually works as a result of a shift trade shall not be considered as hours worked.

Section 12. Compensatory Time.

Telecommunicators covered by this Agreement shall not accrue compensatory time.

Section 13. Communication Training Pay.

Any employee assigned or acting as a Communication Training Telecommunicator shall receive one half (.5) hour at 1 $\frac{1}{2}$ times his regular rate of pay for each two (2) hour block the employee is training a telecommunicator.

Section 14. Use of Subcontract or Part-time employees.

The parties agree that part-time employees and contract employees may be utilized when it is in the best interest of the Village of Lake Zurich and the Police Department to do so. Consideration shall be given first to all full-time employees covered under this contract taking into consideration the duration and number of hours that need to be filled in relation to the work schedule of each employee.

Section 15. No Pyramiding.

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

Section 16. Court Time.

Employees shall be paid one-and-one-half (1 $\frac{1}{2}$) times their regular straight-time hourly rate of pay for work-related required attendance if not working their assigned shift. Court attendance outside the telecommunicator's normal hours of work will be computed from the time the employee leaves the employer's site. Employees shall be paid a minimum of two (2) hours, or actual time, whichever is greater.

Section 17. Off-Duty Contact.

- a) Notification of vacant shift positions which occur after overtime has been posted will be accomplished by the Village's mass notification system provided the vacant slot is no more than one (1) week in

advance of the notification. Shift vacancies that occur after the monthly overtime list has been posted and are more than one (1) week in advance will be assigned by a 911 supervisor when the request for benefit time is received. Employees scheduled for duty contiguous to the affected shift will have the right of first refusal for such overtime coverage as well as the responsibility to cover these vacancies should no other telecommunicator(s) want the overtime. Any employee wishing to work the vacant shift position should respond to the notification message. Assignments will be made to the first employee to respond to the notification message.

- b) Employees receiving an electronic message transmitted by the Police Chief, Deputy Police Chief, sergeant, officer in charge, or 911 supervisor are expected to respond in an appropriate and reasonable manner. Such response includes calling or complying with the message.

ARTICLE IX

SICK LEAVE

Section 1. Accrual and Procedures.

The availability of the sick leave buyback program described herein is subject to approval on a yearly basis by the Village Manager. Availability is determined by the financial condition of the Village to provide this program, as determined by the Village Manager. 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) if the program will be in place for that year.

Each employee shall earn sick leave with pay at a rate of approximately 3.69 hours per pay period, equal to twelve (12) sick days per year. 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 an employee as of December 31 of the previous year. If, between December 31 of the previous year and January 15 following, the employee shall have notified his Department Director and the Finance Department in writing on forms provided and has indicated thereon his 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 of each year, the Village shall compensate the employee at the rate of fifty percent (50%) of the present years' time accumulated; provided that the employee had sixty (60) days accrued as of January 1 of the year. Up to fifty percent (50%) of those sick days accrued in that following year would be compensated.

Unused sick leave may accumulate up to a maximum number of two hundred-and-forty (240) days. Any uncompensated days may be converted at retirement as additional time in the IMRF system.

Employees other than 24/48 shift personnel accrue sick days initially at the rate of 1 sick day for each month worked up to a maximum of 12 sick days per year. The employee may accumulate these sick days for an indefinite period; however, the maximum number of sick days is not to exceed 240 Days.

Employees accrue sick days at the beginning of the month. Sick leave can be taken in one-hour increments.

Section 2 Use of Sick Leave.

If an employee is unable to work due to an illness, the employee must inform his supervisor, if at all possible, two (2) hours before the beginning of his shift, but no later than at least an hour before his assigned shift. Employees shall comply with reasonable reporting rules as may be established by the Police Chief.

Definition: Sick Time

Use of sick time is defined as any absence from work for the employee's personal illness or doctor's appointment which cannot be scheduled during a non-duty time. Sick leave is also defined as any absence from work due to the illness of a member of the employee's household--significant other (as defined herein) or dependent who resides in the same household or a doctor's appointment, which cannot be scheduled during a non-duty time. The number of sick time hours shall be calculated on a calendar year basis.

Employees may take paid sick leave under the following conditions:

- Signed verification by the attending physician ("Medical Report Form - Duty Status Report") shall be required of any absence due to illness or injury after a continuous absence of three (3) days or more.
- The Village does not authorize an employee using paid sick day benefits to work secondary employment while unable to work for the Village unless authorized by the employee's Department Director.
- Paid sick days are for any bona fide personal illness or injury or because of pregnancy.
- Paid sick days are because of quarantine for contagious disease.
- Paid sick days or half-day portions thereof are for doctor/dental appointments.
- In accordance with Public Act 99-0841, an employee may use personal sick leave benefits provided by the employer for absences due to an illness, injury, or medical appointment of the employee's child, step child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury, or another relative at the discretion of the Police Chief.

Section 3. Sick Leave Compensation.

An employee receiving sick leave benefits shall be paid the equivalent of straight-time earnings. Sick leave compensation shall be paid in no less than one hour increments.

ARTICLE X

LEAVES OF ABSENCE

Section 1. Funeral Leave.

In the event of the death of a spouse, child, step-child, adopted child, parent, step-parent, parent-in-law, sibling, step-sibling, adopted sibling, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, grandparent, or any relative permanently residing in the employee's household, employees may be granted up to three (3) scheduled work days off for attending the related memorial and funeral services. All full-time employees are paid their regular base pay for such days, upon submission of supporting documentation (e.g., an obituary notice or death certificate). The Village may grant additional time off without pay in appropriate circumstances. An employee may use accrued but unused paid time off for additional funeral leave, excluding sick time.

Section 2. Jury Leave.

Jury leave shall be in accordance with the jury duty provision in the Village of Lake Zurich Policy Manual, as the same may be changed from time to time by the Village for other non-represented employees generally. Notice of call for jury duty shall be given to the Village within five (5) days of the employee receiving notice.

Section 3. Military Leave.

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

Section 4. Educational Leave.

Subject to the discretionary approval of both the Police Chief and the Village Manager, an employee may be granted, upon written request, an unpaid leave of absence.

ARTICLE XI

VACATIONS

Section 1. Amount of Vacation.

Vacation accruals shall begin at the first pay period of the employee's start date and end on the last full pay period of employment according to the schedule listed below. Any changes to the accrual rate shall occur on the first full pay period following the employees anniversary date.

Completed years of service	Vacation hours awarded per pay period
0-5	3.08
6-10	4.62
11	4.92
12	5.23
13	5.54
14	5.85
15	6.15
16	6.46
17	6.77
18	7.08
19	7.38
20+	7.69

Employees may carry over a maximum of two years accumulation of vacation days per year upon approval of the Police Chief

Section 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 3. Vacation Scheduling.

Vacation may be taken in four or eight hour blocks. 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. Only one telecommunicator may be on vacation at any one time. In November, each telecommunicator, beginning with the senior telecommunicator shall be allowed three (3) consecutive calendar days to make his 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 telecommunicator may, in turn, select up to ten (10) whole vacation days. Each telecommunicator 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 telecommunicator may, in turn, select up to ten (10) whole vacation days. Each telecommunicator 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 telecommunicator may, in turn, select remaining additional vacation days. Each telecommunicator 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 been completed.

Telecommunicators 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 4. Limitation on Accumulation of Vacation.

Earned vacation shall normally be taken within one year after it is earned. Earned vacation may not be accumulated from one year to another unless authorized in writing by the Police Chief. Under no circumstances may more than two years' vacation time be accumulated.

Section 5. Pay for Unused Vacation Upon Termination.

Except with respect to an employee covered by Section 4 above, if at time of termination an employee has earned but unused vacation time, said vacation time shall be paid at the employee's rate of pay at time of termination. In the event of death, any vacation earned but unused shall be paid to the designated beneficiary of the deceased employee. Employees with less than 12 months of continuous service at termination shall not receive any vacation pay. Except as provided in this section, there shall be no salary payment made in lieu of vacation.

Employees who retire and are eligible to receive a pension from the Illinois Municipal Retirement Fund will receive payment for accrued, unused vacation time in the first regular payroll during the second calendar month after the employee retires. For example, if an employee retires on June 15, the employee will receive payment for their accrued, unused vacation time on the first regular payroll after August 1.

Section 6. 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.

ARTICLE XII **SALARIES**

Section 1. Hourly Wages for Telecommunicators.

Employees still on the active payroll as of the date this bargaining agreement is signed by all parties shall receive retroactive payment. Payment shall be on an hour -for- hour basis for all hours worked since May 1, 2018.

	2.0%	2.0%	2.5%	2.5%
	1-May-18	1-Jan-19	1-Jan-20	1-Jan-21
Step 1	25.06	25.56	26.20	26.86
Step 2	26.12	26.64	27.31	27.99
Step 3	27.55	28.10	28.80	29.52
Step 4	28.77	29.35	30.08	30.83
Step 5	30.17	30.77	31.54	32.33
Step 6	31.84	32.48	33.29	34.12
Step 7	33.65	34.32	35.18	36.06

Telecommunicators having completed one (1) year through five (5) years of continuous service shall be eligible to receive one thousand dollars (\$1,000.00) for the fiscal year. Telecommunicators having completed six (6) years through seven (7) years of continuous service shall be eligible to receive one thousand two hundred and fifty dollars (\$1,250) for the fiscal year. Telecommunicators having completed eight (8) years of continuous service or more shall be eligible to receive one thousand five hundred dollars (\$1,500.00) for each fiscal year thereafter. Payment shall be made on the second payroll in July of each year on a separate direct deposit.

Section 2. Step Advancement.

Employees who are not at the top step of the foregoing salary schedule shall be eligible to advance to the next step twelve (12) months from the date they initially move to the preceding step provided they have been evaluated by the Police Chief as meeting departmental standards during the preceding year.

ARTICLE XIII

INSURANCE

Section 1. Health and Life Insurance Coverage.

The Village will continue to offer a basic health insurance plan with the HMO, as well as a HDPPPO and PPO as 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 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.

HMO Plan

10% of the total premium.

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, plan types, self-insurance or other modifications of the policy in effect upon the effective date of this agreement, it may do so, provided the new plans, coverage and benefits, are substantially similar to those in effect upon the effective date of this Agreement.

Section 2. Cost Containment.

The Village reserves the right to institute or modify 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, health maintenance organizations, mandatory second opinions for elective surgery, pre-admissions except in emergency situations, bounty clause, and mandatory outpatient elective surgery for certain designated surgical procedures.

Section 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 Human Resources Director, Village Manager or the Police Chief, if the Manager shall so designate, and the Manager or Chief, in turn shall make appropriate inquiry and shall advise the employee of the status of the matter.

Section 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 desired, for dependent coverage. Late payment shall be cause for termination of coverage in accordance with the insurance plan document.

Section 5. IRS 125 Plan.

The Village has made available to employees an IRS Section 125 cafeteria plan which allows employees to pay for life Insurance, child care and, medical expenses with pre-tax dollars. This benefit shall be made available to employees covered by this contract as long as the plan continues to be allowed by the IRS.

ARTICLE XIV **GENERAL PROVISIONS**

Section 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 2. Medical Examinations.

If there is any 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 expense, and sole discretion that the employee have a medical examination and/or psychological examination by a qualified and licensed physician and/or psychologist selected by the Village.

Section 3. 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 4. Uniform Allowance.

Each non-probationary employee required to wear a uniform shall receive a uniform allotment of \$400 for telecommunicators per fiscal year (pro rata if employed less than a full fiscal year) which can be used to order uniform replacement items. If there is any money left in an employee's uniform allotment at the end of the fiscal year, then an amount not to exceed \$200 may be carried over into the following fiscal year. It shall be the responsibility of each employee to wear uniforms that meet Village standards as to condition and appearance. No salary or cash payment shall be paid in lieu of any or all of an employee's unused uniform allotment.

Section 5. Secondary Employment.

Permission from the Police Chief or his designee must be obtained prior to accepting or commencing any secondary employment or business venture (including self-employment). Such permission shall be requested in writing citing all the facts of such employment or business venture including location, hours, days and type of work, and such permission shall not be unreasonably denied by the Village. Employees who engage in employment outside of regular duty hours shall be subject to call back at any time to perform the duties and fulfill the responsibilities of their position with the Village. Secondary employment or business ventures of any nature shall not be conducted during duty hours.

Section 6. Access to Village Premises.

A duly authorized FOP Labor Council representative will be permitted access to the premises of the Village for the specific purpose of representing employees pursuant to the provisions of this Agreement. In order to gain access, the FOP Labor Council representative must provide advance notice to the Police Chief, or his designee and receive approval on each occasion so as not to interfere with Village operations. If such approval is granted, the Police Chief, or his designee shall designate the area where such business is to be conducted and the period of item provided for such purpose. The FOP Labor Council representative may visit with employees during their non-work time if such visit does not disturb the work of any employees who may otherwise be on duty. The privileges granted by this section shall at all times be subject to general department rules applicable to non-employees.

Section 7. Non-Sworn Personnel. Access to Exercise Equipment.

The Department will allow non-sworn personnel access to Department-owned exercise equipment. However, it is expressly understood that such use is voluntary. Therefore, non-sworn personnel will not be compensated in any way for any time spent using the equipment. Non-sworn personnel will not be allowed to use the exercise equipment during their normally scheduled duty hours. Finally, personnel electing to use the exercise equipment assume all risk and agree to hold the Village harmless for any injury.

Section 8. Use of Tobacco Products.

In keeping with the Village's intent to provide a safe and healthy work environment and in conformance with the Smoke-Free Illinois act, smoking by employees on Village property is limited to designated smoking areas during the employee's lunch or break periods. Village property includes Village vehicles and equipment.

Section 9. Training Reimbursement Agreements.

The Village reserves the right to require all new employees to enter into an individual training reimbursement agreement, pursuant to which such employee will be required to reimburse the Village for certain expenses, including training, uniforms, and equipment, should such employee terminate his employment within 24 months of date of hire, not to exceed \$2800.00 in any specific instance. The Council waives any objection to the terms of any such agreement, including the enforcement of such agreements.

ARTICLE XV **MANAGEMENT RIGHTS**

Section 1. Management Rights.

Except as specifically modified by other articles of this Agreement, the 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 establish specialty positions and to select personnel to fill them; to establish physical and mental fitness standards; to schedule and assign work; to transfer employees; to determine work hours, including shift hours; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine methods, means, organization, and number of personnel by which operations are conducted; to subcontract or contract out goods and/or services; to determine whether work and/or services are to be provided by employees covered by this Agreement (including which employees) or by other employees or persons not covered by this Agreement; to make, alter, and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline employees for just cause (probationary employees without cause); to determine, change, or eliminate existing methods, facilities, equipment, or facilities; and to carry out the mission of the Village.

Section 2. Emergency Circumstances.

If, in the sole discretion of the President and Board of Trustees or the Village Manager, it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, tornado conditions, floods, or other similar catastrophes, the provisions of this Agreement may be suspended by the President of the Board of Trustees or the Village Manager during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

ARTICLE XVI

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 XVII
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 subsequent litigation and the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE XVIII

DURATION AND TERM OF AGREEMENT

This Agreement shall be effective as of upon execution, and shall remain in full force and effect until 11:59 p.m. on the 31st day of December 2021. 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 day of August, 2018.

VILLAGE OF LAKE ZURICH

R. Kelln
Village Manager

J. M. Fogtson
Village President

Kathleen Johnson
Village Clerk

LAKE ZURICH
TELECOMMUNICATORS

Patricia J. Stelly
Hallen R.
P. T. H.
Telecommunicators

J. B. Bader 8/21/2018
FOP Representative

ILLINOIS FRATERNAL
ORDER OF POLICE
LABOR COUNCIL



DUES AUTHORIZATION FORM

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

I, _____, understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council.

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. In addition, I authorize my Employer to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.

Date: _____

Signed: _____

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____

Personal E-mail: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704

(217) 698-9433

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