ILLINOIS FOP LABOR COUNCIL

and

VILLAGE OF DOWNERS GROVE

Sergeants LODGE 73-2

May 1, 2019 – April 30, 2022

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PREAMBLE

This Labor Agreement is entered into by the Village of Downers Grove, Illinois (hereinafter also referred to as the ("Village" or "Employer") and the Illinois Fraternal Order of Police Labor Council (hereinafter also referred to as "Labor Council" or "Union"). The purpose of this Agreement is the promotion of harmonious relation between the Employer and the Union and its covered members; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of an entire agreement covering wages, hours of employment, practices, working conditions and other terms and conditions of employment Therefore, in consideration of the mutual promises and agreements contained in this Agreement, the Employer and the Labor Council do mutually promise and agree, as follows.

ARTICLE 1 RECOGNITION

In accordance Case # S-RC-13-057 with the Illinois State Labor Relations Board's (ISLRB) Certification of Representative dated March 7, 2013, the Employer hereby recognizes the Illinois Fraternal Order of Police Labor Council as the sole and exclusive collective bargaining representative for sworn peace officers of the rank of Sergeant but excluding all other Village of Downers Grove employees.

ARTICLE 2 NON-DISCRIMINATION

Section 2.1 Equal Employment Opportunity

In the application and implementation of the terms of the Agreement, the Employer and the Illinois Fraternal Order of Police Labor Council agree that neither will discriminate against any employee on the basis of race, sex, creed, religion, color, sexual preference, marital (including parental) status, age (over 40), national origin, or mental and/or physical handicap unrelated to the employee's ability to perform the job. Neither the Employer nor the Labor Council will discriminate against covered members as a result of membership or lack of membership in the Union. Charges and/or complaints involving discrimination will not be processed through the grievance and arbitration process in the Labor Agreement but rather filed with the appropriate State and Federal administrative agencies.

ARTICLE 3 MANAGEMENT RIGHTS

Except as specifically limited by the express provision of this Agreement, the Employer has and will continue to retain the right to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the Employer shall include, but not be limited to, rights:

1. to determine the organization and operations of the Police Department;

2. to determine and change the purpose, composition and function of each of its constituent departments and subdivisions;

3. to set standards for the services to be offered to the public;

4. to direct the covered members of the Police Department; including the right to assign work and overtime;

5. to hire, examine, classify, select, promote, restore to career service positions, train, transfer, assign and schedule covered members;

6. to increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds or other legitimate reasons;

7. to establish work schedules and to determine the starting and quitting time, and the number of hours worked;

8. to establish, modify, combine or abolish job positions and classification;

9. to contract out work only in accordance with Article 4 of this Agreement;

10. to add, delete or alter methods of operations, equipment or facilities;

11. to determine the locations, methods, means and personnel by which the operations are to be conducted, including the right to determine whether goods or services are to be made, provided or purchased;

12. to establish, implement and maintain an effective internal control program;

13. to suspend, demote, discharge, or take other disciplinary action against covered members for just cause only (probationary employees without just cause);

14. to add, delete or alter policies, procedures, rules and regulations; and

15. to execute the mission of the Village of Downers Grove and the Downers Grove Police Department, attached hereto as Appendix G.

Inherent managerial functions, prerogatives and policy-making rights and the impact thereof, whether listed above or not, which the Employer has not expressly restricted by a specific provision of this Labor Agreement are not in any way, directly or indirectly, subject to the grievance and arbitration procedures contained herein, provided that no right is exercised contrary to or inconsistent with other terms of this Labor Agreement.

ARTICLE 4 SUBCONTRACTING

It is the intent of the Village to continue to utilize its employees to perform work they are qualified to perform. However, the Village reserves the right to contract-out work as it deems necessary in the exercise of best judgment and consistent with the Village's lawful authority under Illinois Statutes, subject to the limitations of other provisions of this Labor Agreement.

If the Village elects to contract-out bargaining unit work it shall so notify the Labor Council of its decision and, if the Union so requests within fourteen (14) calendar days thereof, the Village will engage in impacts or effects bargaining. Such bargaining shall commence within ten (10) calendar days of such notice from the Labor Council. If no agreement is reached, the Labor Council may elect to refer unresolved issues relating to the impacts or effects of the subcontracting decision to final and binding arbitration in the grievance procedure.

ARTICLE 5 GENERAL PROVISIONS

Section 5.1 Labor Council Representatives

Labor Council representatives shall be permitted to visit the Police Department during working hours to aid or assist or otherwise represent covered members in the handling and processing of grievances or exercising other rights set forth in this Labor Agreement. Covered members shall be provided reasonable time without loss of pay to participate in these discussions. Any such visits shall not interfere with the normal or regular duties of the covered member or the operations of the Village. If such visits are during working hours of the covered member, the member or the Labor Council shall so notify the Chief or designee in advance of their arrival. Such requested time will not be unreasonably denied.

Section 5.2 Illinois Personnel Record Review Act

The Village agrees to abide by the lawful requirements of the Illinois Personnel Record Review Act, 820 ILCS 40/0.01, et seq. Upon written requests and at mutually agreeable times, the Lodge and the Labor Council representatives shall have the right to examine time sheets or other similar type records pertaining to the compensation, as well as disciplinary records of a covered member with that person's written consent.

Section 5.3 Damage to Personal Property

The Village agrees to repair or replace a covered member's eyeglasses, contact lenses, prescription sunglasses, watches, jewelry, such as rings or bracelets, and clothes in an amount not to exceed two-hundred dollars ($200) per incident per covered member up to a maximum of two (2) incidents and four-hundred dollars ($400) per year, if same are damaged or irreparably broken because the covered member has exerted reasonable physical force during the course of an attack or in pursuit of an alleged perpetrator of a crime. The covered member is to immediately notify the supervisor, if such is within their control, and complete a police report regarding the repair or replacement of the above listed items. If the Village does not repair or replace the damaged item within fifteen (15) business days after the employee files an itemized claim with the Deputy Chief of Administration, the employee may do so and submit the bill to the Village for full reimbursement.

Section 5.4 Contagious Diseases

In the event that an employee contracts AIDS, hepatitis and/or other contagious diseases in the course of their normal duties, or if a member of the employee's immediate household contracts such diseases from an employee who has contracted the disease in the course of their normal duties, the Village agrees to pay the medical expenses related thereto which may not otherwise be covered by Workers' Compensation or the Village's insurance plan.

The Village retains the right to request that the employee submit reasonable documentation, including doctor's certifications, attesting that the employee or family member has contracted the disease and that the disease was contracted in the course of the employee's normal duties, or in the case of a family member, was transmitted from the employee who contracted the disease during their normal employment.

Section 5.5 Public Employees Disability Act Leave (PEDA)

A covered member who sustains injuries and/or contracts a contagious disease in the line of duty which renders the covered member unable to perform their job duties will be afforded all applicable rights to leave pursuant to the current Illinois Public Employee Disability Act, 5 ILCS 345/1 *et. seq.* or as amended. If the covered member is placed on light duty with the authorization of the covered member's health care provider, such light duty time shall not count against the one (1) year period of PEDA benefits provided under the statute, so long as this is consistent with State law. At any time during the period for which continuing compensation is required by this Section, the Village may order, at Village's expense, physical or medical examinations of the person to determine the degree of his/her disability.

Section 5.6 Leave to Vote

Covered members will be provided all applicable leave benefits pursuant to the provisions of the Illinois Paid Voting Leave Act, 10 ILCS 5/17-15 or as amended.

Section 5.7 Probationary Period

Employees who are promoted to the rank of Sergeant shall serve a six (6) month probationary period. The probationary period shall not affect benefit accruals or benefits denoted in this Labor Agreement. If the Employer determines the promoted employee has not successfully completed the probationary period, the employee shall be placed back to the previous position held with no loss of benefits or benefit accruals or seniority that the individual previously had.

Section 5.8 Continuing Effect

Notwithstanding any provision or provisions of this Labor Agreement, to the contrary, this Labor Agreement shall remain in full force and effect after the expiration date and until a new Labor Agreement is reached.

ARTICLE 6 NO STRIKE

Section 6.1 No Strike Commitment

Neither the Lodge nor covered members 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 resignations, mass absenteeism, picketing, or any other intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing. Any covered member who violates any of the provisions of this Article may be discharged or otherwise disciplined by the Village. Covered members will attempt to bring about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Labor Council agrees to inform its members of their obligations under this Labor Agreement and to direct them to return to work.

Section 6.2 No Lockout
The Village will not lock out any covered members as a result of an actual or anticipated labor dispute with the Lodge/Labor 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 6.1 is whether or not the covered member actually engaged in such prohibited conduct or whether the Employer violated Section 6.1 of this Article. 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 Labor Council from obtaining judicial restraint and damages in the event the other party violates this Article.

ARTICLE 7 IMPASSE RESOLUTION

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act (IPLRA), as amended. Should the parties arrive at an impasse during the period of negotiations; the Village and the Labor Council do mutually agree to seek mediation from the Federal Mediation and Conciliation Service (FMCS).

ARTICLE 8 DISCIPLINE

Section 8.1 Discipline
The parties recognize the principles of progressive and corrective discipline. Covered members will receive a copy of any disciplinary record that is placed in a covered member's personnel/departmental file in advance of such placement. Disciplinary action or measures for employees shall include only the following: Oral reprimand, written reprimand, suspension, demotion and discharge. The Village may discipline only for just cause. Copies of all disciplinary rules shall be provided to the Lodge. Oral or written reprimands shall not be used as a basis for progressive discipline one (1) year after the reprimand is received by the covered member so long as there has been no other repetition of the same offense, or an offense for which a suspension is received within that one (1) year period. Said documents shall be removed from the covered member's personnel file and disciplinary file but shall be maintained in a separate file. Covered members shall be provided a copy of, and be required to initial, all disciplinary records prior to their inclusion in the covered member's personnel and/or disciplinary file(s). If the covered member refuses to initial the record, the disciplining officer shall so indicate.

The Police Chief or designee(s) shall have the exclusive right to issue all discipline (verbal reprimands, written reprimands, suspensions, demotions and discharge), without resort to the Village's Board of Fire and Police Commissioners. Discipline issued by the Police Chief or designee, if appealed, shall be appealed either to the Board of Fire and Police Commissioners or through grievance arbitration as set forth in Article 9 of the Labor Agreement, however, an oral or written reprimand is not subject to arbitration but may be grieved up to Step 3 of the grievance procedure.

Within twenty (20) business days after the receipt of the Village Manager's written response at Step 3 (or expiration of the timeframe to respond), the covered member must complete the Election Appeal Form, attached hereto and incorporated herein by reference as Appendix I. A "business day" is defined as a calendar day, exclusive of Saturdays, Sundays and holidays. Failure to complete the Election Appeal Form within twenty (20) business days, constitutes a complete waiver of the right to appeal the discipline by either appeal process.

The parties agree that grievance arbitration set forth in Article 9 and the hearing process by the Board of Fire and Police Commissioners are mutually exclusive and no relief shall be available under grievance arbitration for any action heard before the Board of Fire and Police Commissioners. Furthermore, the parties agree that the pursuit of grievance arbitration under this Agreement shall act as a specific waiver by the Union and the involved covered member of the right to challenge the same matter before the Board of Fire and Police Commissioners. The Election Appeal Form containing such specific waiver shall be executed by the Union and the involved covered member. If the covered member selects grievance arbitration as his/her appeal option, the Election Appeal Form shall be considered the arbitration grievance form. Only the Illinois Fraternal Order of Police Labor Council can move a grievance to arbitration. If the covered member has selected the appeal process before the Village's Board of Fire and Police Commissioners, the process will follow the guidelines of the BFPC.

Section 8.2 Uniform Peace Officers' Disciplinary Act

The Department shall comply with the requirements set forth in 50 ILCS 725/1. et. seq., the Uniform Peace Officers' Disciplinary Act, or as amended. The Police Department will provide a reasonable advance notice of any interrogation in order to provide the covered member an opportunity to have a Labor Council representative present.

ARTICLE 9 GRIEVANCE PROCEDURES

Section 9.1 Definition

A grievance is defined as dispute or difference of an opinion raised by a covered member or the Labor Council against the Village involving an alleged violation, misinterpretation or misapplication of an express provision of this Labor Agreement.

Section 9.2 Grievance Procedure

A grievance filed against the Village shall be processed in the following manner:

- Step 1:

Any employee, Labor Council representative, and/or Unit Steward who desires to file a grievance shall submit the grievance in writing to the Lieutenant containing a complete statement of the facts, the provision or provisions of this Labor Agreement which are alleged to have been violated, and the relief requested per the attached Appendix C. A grievance is not required to be filed using the form attached. Grievances must be presented no later than ten (10) business days from the date of the occurrence of the matter giving rise to the grievance or within ten (10) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The Deputy Chief shall first make a determination as to whether the grievance relates to a matter that is within their

authority to adjust. If it is determined that it is not within such authority, the Deputy Chief shall provide a written response so indicating on the grievance to the grievant informing the grievant that the grievance has been advanced to Step 2. If it is determined that the matter is within the Deputy Chief's authority to adjust, the Deputy Chief shall investigate the grievance and, in the course of such investigation, shall discuss the grievance within five (5) business days of receipt of the grievance with the grievant and the Unit Steward and/or the Labor Council representative, if the Labor Council representative chooses to attend, at a time mutually agreeable to the parties. The grievant shall be entitled to a Labor Council representative at such meetings. If no settlement of the grievance is reached the Deputy Chief shall provide a written response to the grievant within five (5) business days following their meeting.

- Step 2:

If the grievance is not settled at Step 1 and the grievant or the Labor Council desires to appeal, it shall be referred in writing to the Police Chief within five (5) business days after receipt of the Deputy Police Chief's written response in Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was denied at the previous step. The Police Chief or designee shall meet with the grievant, the Unit Steward and/or the Labor Council representative, if the Labor Council representative chooses to attend, and such other representative(s) that the Village or Labor Council may designate, within five (5) business days of receipt of the grievant or Labor Council's appeal. If no settlement is reached, the Police Chief or designee shall submit a written response to the grievant within five (5) business days following their meeting.

- Step 3:

If the grievance is not settled at Step 2 and the grievant or the Labor Council desires to appeal, it shall be referred by the Labor Council or grievant in writing to the Village Manager within five (5) business days after receipt of the Police Chief's or designee's written response in Step 2. The Village Manager or designee and the Police Chief and/or other appropriate individual(s) as desired by the Village Manager or Labor Council, not to exceed four (4) individuals, shall meet with the grievant, the Unit Steward and the Labor Council representative within ten (10) business days of receipt of the appeal.

If no settlement is reached, the Village Manager or designee shall submit a written response to the Labor Council and the grievant within ten (10) business days following their meeting.

Section 9.3 Arbitration

If the grievance is not settled in Step 3 and the Labor Council wishes to appeal the grievance, the Labor Council only may refer the grievance to arbitration, as described below, within thirty (30) calendar days of receipt of the Village Manager's written response at Step 3. The parties shall attempt to agree upon an arbitrator within thirty (30) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon an arbitrator within said period, the parties shall jointly request a panel of seven (7) National Academy Arbitrators from Federal Mediation and Conciliation Service. The Village and the Union shall alternate striking names from the panel list until one (1) name remains and the remaining name shall be the chosen arbitrator. The order of striking shall be determined by a coin toss with the loser striking first. The Arbitrator shall be notified of their selection and shall be requested to set a time and place

for the hearing, subject to the availability of Labor Council and Village representatives. The Village and the Labor Council shall have the right to request the Arbitrator to require the presence of witnesses or documents. The Village and the Labor Council retain the right to employ legal counsel. 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. More than one (1) grievance may be submitted to the same Arbitrator if both parties mutually agree in writing. The fees and expenses of the Arbitrator and the cost of a written transcript, if any, shall be split equally between the parties. Each party shall be responsible for compensating its own representatives and witnesses.

Section 9.4 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 Labor 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 Labor Agreement, as well as determine an appropriate legal remedy, if any. 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 shall be final and binding upon the Village, the Labor Council, and the employees covered by this Labor Agreement.

Section 9.5 Time Limit for Filing

No grievance shall be entertained or processed unless it is submitted at Step 1 or any other agreement by the parties within ten (10) business days after the occurrence of the event giving rise to the grievance or within ten (10) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. A "business day" is defined as a calendar day exclusive of Saturdays, Sundays or holidays.

If a grievance is not presented by the employee, Unit Stewards or the Labor Council within the time limits set forth above, it shall be considered "waived" and may not be further pursued by the employee, Unit Stewards or the Labor Council. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village's last written response. If the Village does not provide a written response to a grievance or an appeal thereof within the specified time limits, the aggrieved employee, Unit Steward and/or the Labor Council should consider the grievance as denied at that step and appeal the grievance to the next step.

Section 9.6 Grievance Processing

Occasionally, scheduling and workload permitting, Unit Stewards may be permitted while on duty to assist or otherwise represent members covered by this Labor Agreement in the investigation of, handling, and processing of grievances. The Labor Council shall inform the Police Department of those covered members who they will permit to perform the functions of a Unit Steward. Prior to performing this function while on duty, the covered member shall receive

approval from his/her supervisor and such approval shall not be unreasonably denied. Any of the time limits referred to in this Article may be extended by mutual written agreement per Appendix B. Covered members involved in grievance discussions, investigations and meetings shall be given reasonable notice of any meetings called by the Village or the Police Department. If the Labor Council and Village settle the grievance at any step, such settlement shall be set forth in writing and signed by authorized representatives of the parties.

ARTICLE 10 LABOR-MANAGEMENT CONFERENCES

The Labor Council and the Employer mutually agree that in the interest of management and employee relations, it is desirable that meetings be held between Lodge and Labor Council representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a "labor-management conference" and expressly providing the agenda for such meeting. Such meetings shall be held in the Police Department or other mutually agreed upon place and limited to:

- Discussion on the implementation and general administration of this Labor Agreement.
- A sharing of general information of interest to the parties.
- Notifying the Lodge and Labor Council of changes in conditions of employment contemplated by the Employer which may affect employees.
- It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "labor-management conferences", nor shall negotiations for the purpose of altering any or all of the terms of this Labor Agreement be carried on at such meetings.
- Off-duty attendance at "labor-management conferences" shall be voluntary on the employee's part and attendance during such meetings shall not be considered time worked for compensation purposes. Normally, three (3) persons from each side shall attend these meetings, schedules permitting.

The Lodge may be represented by on-duty covered members and Labor Council representatives at "labor-management conferences" unless emergency circumstances dictate otherwise.

ARTICLE 11 BOARD OF FIRE AND POLICE COMMISSIONERS

The parties recognize that the Board of Fire and Police Commissioners of the Village has certain statutory authority over employees covered by this Labor Agreement, including, but not limited to, the right to make, alter and enforce rules and regulations. Nothing in this Labor Agreement is intended in any way to replace or diminish the authority of the Board of Fire and Police Commissioners, except as denoted in Article 8. 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 where the Village's Board of Fire and Police Commissioners only role in any discipline is to act as an appeal process, if chosen by the covered member.

ARTICLE 12 SENIORITY

Section 12.1 Definition of Seniority
As used herein for benefits, benefit accruals and pension contributions, the term "seniority" shall refer to and be defined as the continuous fulltime length of departmental service as a sworn Peace Officer from the date of last hire. For all other provisions herein this Labor Agreement, seniority is defined and applied per time-in-rank as a Sergeant, unless denoted otherwise

Section 12.2 Seniority List
The Employer shall prepare a list; attached hereto as Appendix D setting forth the present seniority dates (hire date & time-in-rank) for covered members covered by this Labor Agreement which shall become effective on or after the date of execution of this Labor Agreement. Such lists shall finally resolve all questions of seniority affecting covered members under this Labor Agreement. For employees with the same starting date, the eligibility on the Board of Fire and Police Commissioners' lists shall break such ties. Disputes as to seniority listing shall be resolved through the grievance procedure. Upon request, the Village agrees to provide the Labor Council with covered members' information in accordance with Public Act 94-472, or as amended.

Section 12.3 Termination of Seniority

An employee shall be terminated by the Employer when he/she:

1. resigns or retires; or

2. is discharged for just cause and such is not reversed; or

3. is laid off pursuant to the provisions of this Labor Agreement for a period of twenty-four (24) months; or

4. is absent for three (3) consecutive scheduled work days without proper notification or authorization, except under exigent circumstances.

Section 12.4 Accrual of Seniority
Covered members will not continue to accrue seniority while on an authorized unpaid leave of absence, but will not lose hire date/time-in-rank seniority accrued at the time the leave commences.

ARTICLE 13 SAFETY ISSUES

The Village will continue to adhere to its rules regarding safety, subject to such modifications as may be agreed upon by the Village's Executive Safety Committee.

ARTICLE 14 BULLETIN BOARDS

The Village shall provide the Lodge/Labor Council with designated space on bulletin boards in the locker rooms, in the lounges and in the roll call room for the Lodge or Labor Council to post its notices, provided that any such notices shall not be slanderous, libelous or offensive.

ARTICLE 15 LAYOFF

Section 15.1 Layoff

The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Labor Agreement will be laid off in accordance with their length of service as provided in 65 ILCS 5/10- 2.1-18 with the least time-in-rank Sergeant being laid-off. Covered members shall be placed back to a Patrol Officer, maintaining their Hire Date seniority rights, benefits accrued as of the date of the layoff and recall rights to their former position of Sergeant. Except in an emergency, no layoff will occur without at least fifteen (15) calendar days' notification to the Labor Council in order to afford the Labor Council an opportunity to propose alternatives to the layoff though such consultation shall not be used to delay the layoff. The Village will not hire, contract for or sub-contract staff or any person or persons, assign non-police department personnel, civilian personnel or use the auxiliary-temporary Police Officers to perform bargaining unit work while any bargaining unit employee is laid off.

Section 15.2 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. Employees 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 Labor Council, provided that the employee must notify the Police Chief or designee of his/her intention to return to work within seven (7) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Police Chief or designee with their latest mailing address. If an employee fails to timely respond to a recall notice, the covered member shall be placed at the bottom of the recall list for the first failure, and shall be eliminated for any subsequent failure to respond, provided the recall requests are over ninety (90) days apart.

ARTICLE 16 INDEMNIFICATION

The Village will indemnify covered members to the full extent of coverage, subject to any limitation, as provided by the general liability insurance currently maintained by the Village, provided that the Village's obligations under law to indemnify covered members are not thereby reduced.

ARTICLE 17 DUES DEDUCTION

Section 17.1 Dues Deduction

The Village will deduct from each covered member's paycheck once each pay period the uniform, regular monthly Union dues for each employee in the bargaining unit who has filed with the Village a voluntary check-off authorization in the form set forth in Appendix A. The Village shall submit a copy of this dues deduction form to new hires. The Village shall remit such deductions, along with a list indicating the employees for whom the deductions were made, to the Illinois Fraternal Order of Police Labor Council at the address designated by the Labor

Council on the tenth (10th) day of the month following the month in which the deduction is made. If a conflict exists between that form and this Article, the terms of this Article and Labor Agreement control. Union member desiring to revoke the dues check-off may do so by written notice to the Employer and the Labor Council at any time during the thirty (30) day period prior to the annual anniversary date of the contract, in each year during the life of the contract. The actual dues amount deducted, as determined by the Union, shall be uniform in nature for each employee in order to ease the Employer burden of administering this provision. If the employee has no earnings due for that period, the Labor Council shall be responsible for collection of dues. The Labor Council agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision. The Labor Council may change the fixed uniform dollar amount once each year. The Union will give the Village thirty (30) days' notice of any such change in the amount of uniform dues to be deducted.

Section 17.2 Indemnification

The Labor Council agrees to indemnify and save the Village harmless against any claims, demands, suits or other form of liability which may arise by reason of any action taken or omitted by the Labor Council or Village in complying with the provisions of this Article.

ARTICLE 18 HOURS OF WORK AND OVERTIME

Section 18.1 Application

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

Section 18.2 Normal Work Periods and Overtime Pay

The normal work day shall be ten (10) hours per day or eight (8) hours per day for specialty assignments unless otherwise agreed upon by the parties. Any hours exceeding ten (10) in a day or forty (40) in a week will be paid at the rate of one-and-one-half (1-1/2) times their regular rate of pay; provided that overtime for hours over ten (10) are not payable when the regular weekly forty (40) hour schedule includes daily shifts over ten (10) hours; and further provided that the Village shall not implement any daily schedule of over ten (10) hours without first (a) providing adequate notice to the Union, and (b) negotiating with it in good faith regarding said proposed change. For the purpose of calculating hours worked for purposes of overtime, all hours paid shall be counted as time worked. Overtime pay will be in fifteen (15) minute increments, except that 0-7 minutes past the end of the shift = 0 minutes. Each covered member will be allowed to take a paid thirty (30) minute lunch break each day subject to emergency work duties. Lunch may be rescheduled if duties permit and with supervisor's approval.

Section 18.3 Changes in Normal Workweek and Workday

The shifts, workdays and hours to which employees are assigned shall be stated on the monthly departmental work schedule. Should it be necessary in the interest of efficient operations to establish schedules departing from the normal workday or work week the Village will give at least forty-eight (48) hours' notice to the individuals affected by such change except under emergency circumstances or where agreed to by the parties and the employees consent will not be unreasonably withheld. In the event that a covered member requests a holiday day, and the day is approved, the holiday day may not be cancelled within fifteen (15) calendar days or less

from the scheduled holiday day, except under emergency circumstances. Once the fifteen (15) day period commences a holiday day cannot be converted into compensatory time or vacation time.

Section 18.4 Bidding of Shifts

Effective October 1, each year an annual schedule for the following year will be posted. The posted schedule will contain the required shift positions. Each covered member will be assigned a date on which to select the shift position the covered member wishes to work during this time period based on time-in-rank seniority. A covered member may select a shift position prior to their assigned date only if all covered members above that individual on the time-in-rank seniority list have made their selection. Covered members who cannot be present on their assigned date may give their selection in writing to the Lieutenant in charge of scheduling, which will then place the individual's name in the appropriate shift position, if available. Covered members making their selection in this manner should include second and third choices, or face the possibility that they may lose their place in the seniority bidding. Covered members who do lose their place by missing their assigned date may sign up as soon as possible; however, no bumping will be allowed. If a rotating Sergeant's position becomes available after the selection process has been completed, it will be posted for a minimum of twenty-one (21) calendar days, during which time covered members working may sign up.

Selection for the shift will be made by time-in-rank seniority as defined in Article 12, Section 12.1. In emergency situations, such as a short-term disability (not to exceed six (6) weeks), the Lieutenant in charge of scheduling may assign a covered member to fill the vacancy, following the guidelines set forth under Article 18 Hours of Work and Overtime. If during this time period it is determined that the disability will be long term in duration (greater than six (6) weeks), then the position will be posted to be bid for following the guidelines above, with the understanding that when the disabled covered member returns to duty the covered member will be returned to the position, and the individual which filled the vacancy will be returned to rotation. Switching of shifts between covered members will be allowed. Single day switches will be honored provided that both days are within the same pay period provided:

- The covered members involved are available for the entire length of shift; and
- The covered members provide twenty-four (24) hours' notice.
- The Village may at its sole discretion waive any or all of these requirements under special circumstances.

Section 18.5 Compensatory Time

Covered members will have the option of taking overtime pay or compensatory time (accumulated at the same rate) or any combination of such up to one-hundred (100) replenishable compensatory hours for the purpose of time off usage. Covered members shall make such a request by submitting through Telestaff or other scheduling format. Once the request has been made, no changes will be allowed during the period covered. Covered members may take a maximum number of "week blocks" of compensatory time off equal to their accrual of hours of vacation time during any calendar year. Compensatory time must be taken in the calendar year earned or the covered member will be paid for hours. The Village shall calculate the compensatory time balance of each employee covered by this Labor Agreement to the last pay period in April of each year and pay each employee within one (1) month thereafter. Compensatory time off may be granted during any period and such requests shall follow the rules as "Vacation Time". Week blocks of compensatory time shall follow the rules for "Vacation Time" subject to approval upon forty-eight (48) hours' written notice, absent emergency. Week blocks once commenced cannot be canceled. Compensatory time may be taken in blocks of less than four (4) days, provided that manpower requirements can be met and provided that employees give no more than thirty (30) days' written notice. Management must provide forty-eight (48) hours' notice prior to cancelling a compensatory day.

Section 18.6 Court Attendance/Stand-By

An employee required to attend court on off-duty time shall be guaranteed a minimum of three (3) hours per day or the actual time worked, whichever is greater, for such court attendance. If the covered member is required to be on-duty prior to the completion of the three (3) hour minimum, the covered member will only be entitled to overtime compensation for the time prior to their scheduled duty time. Example: Court time: 1:00 p.m., Scheduled duty time: 2:30 p.m. Covered member will only be entitled to one and one-half (1+1/2) hours of overtime. An employee required to stand by for a Wheaton Court appearance on off-duty time, shall receive two (2) hours per day for such standby. Nothing contained in this Labor Agreement shall preclude an employee from receiving the guaranteed minimum for court attendance or standby for each court attendance required at separate locations. A covered member who is required to standby for court attendance and is not called shall be compensated for two (2) hours of overtime pay. If a covered member is required to standby for court attendance and is instructed to appear at the courthouse in Wheaton, the individual shall not be paid for their standby time. However, the covered member will receive a minimum of three (3) hours of over-time pay for court attendance, beginning with the calculation at 11:00 a.m. If the covered member completes their tasks in Wheaton prior to 2:00 p.m., the covered member will receive the minimum three (3) hours of over-time pay. If a covered member's responsibilities are not completed until after 2:00 p.m., the covered member will be compensated for the time actually worked. In the event that traffic court is relocated to Wheaton, the parties agree to re-open this Section of the Labor Agreement on court attendance/ standby upon written notice by the Village to the Labor Council. In the event a covered member working the night shift is required to be in court prior to 11:00 a.m., the same morning (just hours after) the covered member finished working, and is required to remain in court past 2:30 p.m., and is also required to report for duty that same night, the covered member at their option will be allowed to use any benefit time, including sick in order to adjust their start time to ensure that there is a minimum eight (8) hour rest period in between the time the covered member leaves court and the time their shift begins.

If the covered member is in court past 6:30 p.m. the covered member will not be required to report for work that night but will be required to utilize sick leave for that time.

Section 18.7 Required Overtime-Shift Coverage

The Chief of Police or designee shall have the right to require overtime work and, except in emergencies, such overtime assignments shall be as follows:

1. If Overtime is anticipated more than forty-eight (48) hours in advance then such overtime will be offered to the effected shift supervisor by time-in-rank seniority. If not filled, the overtime will be offered to members who have the day off by time-in-rank seniority. If not filled, the holdover/call in procedure will be followed by reversed (time-in-rank) seniority.

2. If Overtime is anticipated in forty-eight (48) hours or less then the Village will hold a covered member over from the prior shift and call in a covered member early from the next shift, selection will be requested by time-in-rank seniority. If no covered member volunteers and it should be necessary to order a covered member to stay or report in early, the reverse basis of time-in-rank seniority will be followed. In order to accept an overtime assignment, covered members must be available for the length of the assignment. Covered members on a definite court call (i.e., summary suspension, subpoena, or motion to suppress) shall not be able to accept the assignment.

Section 18.8 Required Overtime-Training

The Chief of Police or designee may require covered members to attend training. Covered members required to attend training, on off-duty time, will be compensated for a minimum of two (2) hours, or the actual time worked, whichever is greater. Covered members may at their option take such time as compensatory time.

Section 18.9 Rescheduling

Provided that the operational needs of the Police Department are otherwise met, mandatory rescheduling shall be on the basis of reverse time-in-rank seniority.

Section 18.10 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 Labor Agreement.

Section 18.11 Call Back

A call back is defined as an official assignment of work which does not continuously follow a covered member's regularly scheduled working hours. Employees reporting back to the Employer's premises at a specific time shall be compensated for two (2) hours at the appropriate overtime rate or for the actual time worked at the overtime rate, whichever is greater. Call back time shall be considered hours worked.

Section 18.12 Meetings

Covered members required to be at a meeting to conduct Police Department business during off-duty hours shall be compensated for a minimum of two (2) hours or the actual time worked, whichever is greater.

ARTICLE 19 HOLIDAY PAY

Section 19.1 Holidays

The following are paid holidays for covered members:

New Year's Day	Thanksgiving
Memorial Day	Day after Thanksgiving
Fourth of July	Christmas Day
Labor Day	(2) Floating Holidays
Columbus Day	

The rate of pay for holidays worked will be the regular rate, plus one (1) holiday day of eight (8) hours. If the employee does not work the holiday, the employee will receive one (1) holiday day of eight (8) hours, with one exception concerning the use of sick time. If the employee calls in sick on the calendar day before the holiday, the holiday itself, or the calendar day after the holiday, the employee will only receive an eight (8) hour holiday day if the employee obtains a doctor's or licensed health care provider's certificate and submits the certificate to the covered member's immediate supervisor within seven (7) days of the holiday. If a covered member fails to produce the certificate within the time required, the covered member will not earn the eight (8) hours of holiday time for the particular holiday. Whereas employees are credited with ten (10) holiday days at the commencement of each calendar year, the employee who fails to produce the doctor's or licensed health care provider's certificate as per this Article will have eight (8) hours of holiday time deducted from their accumulated bank. If the employee has insufficient time in their accumulated holiday time bank to cover the deduction, the employee will be deducted the remainder of the time owed from other accumulated benefit time. Any employee scheduled off who is rescheduled to work the holiday will receive time-and-one-half 1+1/2) plus one (1) eight (8) hours holiday day. Employees must give no more than thirty (30) calendar days' written notice for holiday days and must receive approval of their immediate on-duty supervisor. If two (2) covered members request the same day off and written notice is received by their immediate supervisors on the same day, the more senior employee shall be granted the holiday day. If the employee's immediate supervisor determines that sufficient manpower is available, the employee may be granted a requested holiday day. The supervisor shall not, unreasonably withhold his approval. Covered members shall be credited with eighty (80) hours of Holiday Time every first pay period in January. Up to eighty (80) hours of unused Holiday Time will be paid out during the last pay period of the calendar year. Use of Holiday Time for secured blocks of time off shall follow the same rules as Vacation Time.

ARTICLE 20 LEAVES OF ABSENCE

Section 20.1 General Leave of Absence

Employees may request a general leave of absence to cover illness, injury or for personal matters. Generally, a leave of absence will not be granted to enable an employee to accept employment elsewhere or for self-employment and any employee who engages in employment elsewhere (including self-employment) while on any leave of absence may be immediately terminated by the Village; however, the Chief may grant such leave in his discretion. Such leaves shall be on an unpaid status. Leaves of absence connected with illness shall not be granted until sick leave and other benefit time banked has been used. Application for general leave of absence due to illness or injury must be accompanied by a physician's statement. All requests for general leaves of absence shall be submitted to the Chief of Police. If such leave is unpaid, the employee will not accrue vacation time or sick leave and is not eligible for holiday pay. Employees covered by this Labor Agreement are entitled to the benefits and protections of the Family Medical Leave Act.

Section 20.2 Duration of Leave of Absence

Leaves of absence may be granted for up to ninety (90) days and extensions may be granted for additional periods of up to ninety (90) days each, in the Village Manager's sole discretion, not to exceed a total of two (2) years leave, after which time the Employer/employee relationship shall be terminated. An employee may, during the leave, return to full employment status upon at least two (2) weeks' notice in writing to their immediate supervisor.

Section 20.3 Bereavement Leave

In the event of the death of a member of an employee's "immediate family" or "family" as further defined herein, an employee shall be granted and compensated for three (3) consecutive working days as bereavement leave. For purposes of this Article, the term "immediate family" or "family" shall mean spouse, child, mother, father, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, daughter in-law, son-in-law, stepchild, stepparent, grandparent, grandparent-in-law, aunt, uncle, niece, nephew and grandchild. The parties intend that "consecutive working days" not include regular days off, but that such regular days off may interrupt the consecutive working days for bereavement leave (for example, an employee may take bereavement leave on a Monday, Thursday and Friday with Tuesday and Wednesday being the employee's regular days off). Nothing prevents the Village from inquiring if the employee intends to take all three days off or whether the employee will return to work sooner,

In the event of the death of an employee's spouse, child, stepchild or parent, the employee shall be granted two (2) additional consecutive working days off with the approval of the Chief or his designee.

An employee shall have the option of supplementing any bereavement leave with accumulated vacation time, compensatory time or earned time for a reasonable period with the approval of the Chief or his designee.

If the funeral or memorial service of the deceased immediate family will not occur within the bereavement leave period and the employee plans to attend the services, the employee and the Chief or his designee shall meet and discuss how the employee may use bereavement leave

and/or accumulated vacation time, compensatory time or earned time in a reasonable fashion to attend the services.

Paid leave for this purpose will not be applicable in cases where the funeral or services occur on a paid holiday, or any other case which would result in paying twice for the same time off. No additional payment will be made if the employee is on a leave of absence or is absent due to illness or injury.

Section 20.4 Sick Leave

Sick leave is a privilege and not a right. It is accumulated on the basis of eight (8) hours for each month of service. Sick leave may not be used to obtain additional vacation time.

Section 20.5 Use of Sick Leave

In addition to personal illness or injury, sick leave may be granted, at the discretion of the Chief or designee, for the following reasons:

1. medical appointments which cannot be scheduled outside of working hours;

2. illness or injury of a member of the employee's immediate family which necessitates the employee's absence from work.

The number of hours of sick leave deducted from a covered member's accumulated bank shall be equivalent to the number of regular work hours the covered member missed from work (e.g. the covered member regularly assigned to work eight (8) hours shall have eight (8) hours of sick leave deducted from their accumulated bank, the covered member regularly assigned to work ten (10) hours shall have ten (10) hours of sick leave deducted from their accumulated bank, etc.).

Section 20.6 Reporting

Notice of absence due to illness or injury shall be given by the employee to the immediate supervisor as far as possible in advance of the starting time for the scheduled work day. In any event, the supervisor should be advised no later than one (1) hour before the starting time on the day of the absence, if such is within the member's control.

Section 20.7 Medical Certificate Required

The Village may require an employee to submit a medical certificate for an absence of three (3) or more consecutive shifts. Such time to obtain the medical certification from a medical care provider cannot be during hours of work and shall be at the employee's expense. For absences of less than three (3) consecutive days, the Village may require an employee to submit a doctor's certification from a doctor of the Village's choice provided the doctor has the requisite expertise and further provided the doctor is located in the immediate geographical area of the Village of Downers Grove, provided that the Village pays the cost of any such examination and certification.

Section 20.8 Other Compensation

If the Village furnishes an employee with a vehicle or a vehicle allowance, such employee shall be eligible for Worker's Compensation benefits for injuries which may be incurred while traveling in such vehicle within the scope of the employee's work but the employee shall not be eligible for such benefits for injuries which may be incurred while traveling to and from work;

provided, however, that the employee shall be eligible for such benefits for injuries incurred while traveling in such vehicle in response to an emergency work-related call as soon as the employee has taken some affirmative action to respond to an emergency call to proceed to a work-related site. In extraordinary situations, upon written approval of the Village Manager, the Village Manager may, in his/her sole discretion, pay such full-time employees for up to one (1) additional full year as though they had worked full-time.

Section 20.9 Sick Leave Buy Back

Only covered members hired prior to May 1, 1995, will be paid out per their accumulation of unused sick leave; up to nine hundred-sixty (960) hours to the covered member at their hourly rate in effect at the time of separation provided a two (2) week notice is given. For those members included in the Downers Grove Fraternal Order of Police Lodge #73 Retiree Health Care Plan and Trust, (VEBA) account said payment shall only be made into the covered members VEBA account. For those members not included in the VEBA account, then at the covered member's option, the Village will provide said employee with a period of months of health insurance benefits at no cost until such time as the dollar value of the accumulated sick leave is exhausted. Employees hired after May 1, 1995 shall not be eligible for sick leave buyback.

Section 20.10 Light Duty

Covered members shall have equal access to light duty positions, regardless of the basis of the illness, or injury provided that covered members suffering on-duty injuries shall have preference over covered members suffering from off-duty injuries. This provision does not require the Village to create light duty positions or to continue light duty jobs. Notwithstanding any language herein to the contrary, the Village shall abide by the Illinois Human Rights Act, specifically 775 ILCS 5/2-102(H), which addresses the rights of pregnant covered members to receive light duty assignments.

Section 20.11 Military Leave

Covered members who are, or who may become, members of the National Guard or of a Reserve Unit of any United States Military Force shall be entitled to a leave of absence without pay, not to exceed ten (10) working days in one (1) calendar year, during such time as they are assigned by Military authority to active duty, training or field exercises. Solely for the purpose of implementing this Section, the calendar year shall be from October 1st to September 30th (the Military calendar year). Notwithstanding this provision, all employees shall be granted military leave in accordance with the requirements of State and Federal law or Executive Orders issued.

ARTICLE 21 CLOTHING ALLOWANCE

Employees covered by this Labor Agreement shall receive a yearly clothing allowance in the sum of nine hundred eighty-five dollars ($985.00) on or about June 1 of each fiscal year. . This clothing allowance shall be used in accordance with the following. The Village shall issue each covered member a check for the appropriate sum as the annual clothing allowance on or before June 1st. Covered members may only purchase items covered on the mutually agreed list (attached hereto as Appendix E), with the agreement that certain items (as indicated) must also be turned in when purchasing new items. Covered members will be responsible for ordering and picking up all uniform items. Covered members will be billed directly by the vendors. Employees who are promoted to the rank of Sergeant will receive from the Employer all

necessary uniform items as listed in Appendix E. Covered members may purchase approved items from other sources. Covered members are not to trade in items purchased with Village funds for other items.

ARTICLE 22 VACATIONS

Section 22.1 Vacation Accrual

Employees shall be entitled to vacation time with pay per the following schedule. Employees shall earn vacation accruals for any month in which they receive compensation for more than one hundred twenty (120) hours.

Start ---------- 80 hours
After four (4) years ----------120 hours
After ten (10) years ----------144 hours
After eleven (11) years-------152 hours
After twelve (12) years-------160 hours
After twenty (20) years-------180 hours

Section 22.2 Vacation Scheduling

Sign-up for annual vacations begins October 15th of each year. Prior to sign-up, an annual work schedule shall be posted by October 1. A sign-up sheet will be posted providing each covered member a date on which to select vacation. Dates will be assigned according to time-in-rank seniority, with the most senior covered member being assigned the first date. Covered members may not sign-up prior to their assigned date unless all covered members ahead of them have either signed up or waived their selection. Covered members who miss their sign-up date may sign-up at their earliest opportunity; however, no bumping will be allowed. Covered members not selecting their vacation during the sign-up period may still request vacation at any time; however, no bumping will be allowed. A maximum of one (1) covered member per shift may take the same week(s) vacation but not more than two (2) consecutive weeks may be taken unless approved by the Chief of Police. Vacation time may be taken in blocks of less than forty (40) hours and may be selected at any time after the sign-up period, provided that manpower requirements can be met and provided that employees give no more than thirty (30) days' written notice. Once the selected vacation time commences, vacation time cannot be canceled or converted to compensatory time. Only vacation time may be bid during the annual bidding process. Provided a week block has not commenced, vacation time may be canceled by a covered member at any time by notifying their immediate supervisor in writing. Vacation time may not be converted to compensatory time or holiday time if chosen during the annual bid. If a covered member cancels a vacation (or other approved) day off over a holiday, then the Police Department shall post notice to the covered members on the same shift of the cancellation and, based on time-in-rank seniority, those covered members shall be given the opportunity to use their accumulated time off to take the holiday off. For purposes of this Section, no bumping shall occur forty-eight (48) hours prior to the day off. Management must provide forty-eight (48) hours' notice prior to cancelling a vacation day. However, if the cancellation occurs less than forty-eight (48) hours prior to the day off no bumping shall occur twelve (12) hours prior to the day off.

Section 22.3 Vacation Pay
The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job classification on the pay day immediately preceding the employee's vacation.

Section 22.4 Vacation Accumulation
Employees shall not be allowed to carry over more than one hundred sixty (160) hours of accumulated vacation time from one calendar year to the next.

Section 22.5 Accumulated Vacation -Separation
Accumulated vacation time shall be paid to full employment status employees at the time of separation from Village employment, provided that the employee has been employed by the Village for at least one (1) year and has given at least two (2) weeks' notice of resignation or retirement if within the covered member's control. Employees who are involuntarily dismissed or terminated shall not be entitled to accumulated vacation pay.

Section 22.6 Holiday or Compensatory Time
Holiday or compensatory time taken in week blocks shall be treated as vacation time. Holiday, compensatory and vacation time taken in week blocks or more must be preceded by forty-eight (48) hours' notice in writing by the employee.

ARTICLE 23 INSURANCE

Section 23.1 Hospitalization, Dental and Optical Insurance
The Village agrees to provide the Village's medical, dental and optical coverage with health premiums and co-pays to be the same as all Village employees. Covered members shall be permitted to participate in the Village's Section 125 Plan. If upgrades in health insurance are granted to other employees of the Village, they shall all be granted to members of the bargaining unit at no cost. Copies of the health, dental and optical insurance plans shall be posted on the Village website. The bargaining unit shall be allowed representation as to the review and recommendation of insurance programs including, but not limited to insurance carriers and benefit levels.

Section 23.2 Life Insurance
The Employer shall supply each full-time employee covered by the terms of this Labor Agreement with term life insurance in the amount of two (2) times the covered member's salary capped at $200,000.

Section 23.3 Death in the Line of Duty
If burial expenses are not otherwise payable by a charitable or volunteer organization or group, the Village agrees to defray funeral and burial expenses up to Five Thousand Dollars ($5,000) for any covered member killed in the line of duty.

Section 23.4 Health Retirement Savings Plan
The Village agrees that covered members shall be eligible to participate in the Village's Health Retirement Savings Plan under the same terms and conditions offered to other non-bargaining Village employees.

ARTICLE 24 WAGES

Employees covered by this Labor Agreement shall receive salary compensation, based upon years of service, pursuant to the following step structure, for the applicable time periods set forth below. Salary increases will be implemented the first full pay period in May; however, in addition to receiving wage increases in May of each year covered employees shall also receive their step increases on the anniversary date of their promotion to Sergeant.

	Effective 5/2019	Effective 5/2020	Effective 5/2021
Annual Wage Adjustment	2.75%	2.50%	1.75%
Market Adjustment	1.75%	0.25%	
Starting	$113,025	$116,133	$118,166
Step 1-After 1 year	$114,802	$117,959	$120,023
Step 2-After 2 years	$116,577	$119,783	$121,879

Performance Bonus

Employees at or beyond the end of the salary range are eligible for a performance bonus of $1,000 if they have less than fifteen years of continuous full-time employment with the Village and $1,500 if they have fifteen or more years of continuous full-time employment with the Village. The bonus will not be added to the employee's base salary. An employee is not eligible for a performance bonus unless he receives an overall rating of "Meets Expectations" on the employee appraisal form. Appraisals will occur on or about April 15 of each year for the purpose of determining whether overall performance "Meets Expectations" and whether an employee shall receive his/her step increase or bonus. An employee is only eligible for a performance bonus if he/she works a minimum of six (6) months during the contract year (vacation, holiday and FLSA hours are excluded from the time-off calculation). Bonus checks will be issued no later than June 1st of each year.

ARTICLE 25 SECURITY DETAILS

Section 25.1 Internal Security Details

Police Department security details shall be made available to the Patrol Officers prior to offering such work to any other person(s). Internal security details shall be posted on a bulletin board made available to all Officers; unless the Village determines that special circumstances require offering the work to employees with particular qualifications in a given instance(s). Otherwise, the Village shall equalize the availability of such details amongst the covered member based on time-in-rank seniority. Such details shall be paid at the rates provided for in the overtime provisions of this Labor Agreement with the exception of Village Council meetings which shall be paid at the Officers' straight-time rate only. If any internal security detail, other than high school events, requires four (4) or more Patrol Officers, a Sergeant will be added to the detail. If a Sergeant does not voluntarily sign up to work a detail, the least senior Sergeant on the affected shift shall be forced back to work the detail.

If two (2) Sergeants are scheduled for their regular shift during a detail which would require a Sergeant to be added, the Village shall have the option of assigning one of the regularly scheduled Sergeants to work the detail.

The Village shall not be required to add a Sergeant to the detail if a higher ranking officer is already assigned to said detail. The Village shall have the option to deny single day benefit time off to Sergeants on days when there is a detail scheduled which requires a Sergeant (i.e. Grove Fest, 4th of July, Bonfield Express, etc.). Single day benefit time submitted prior to the scheduling of a special event shall not be cancelled by the Village, in accordance with Section 18.3 Changes in Normal Workweek and Workday, Section 18.5 Compensatory Time, and Section 22.2 Vacation Scheduling.

Section 25.2 External Security Details

Covered members shall be permitted to work external details in addition to their regular employment in accordance with General Order No. 22.3.6, dated June 3, 2010, attached hereto and incorporated herein as Appendix F.

ARTICLE 26 EDUCATIONAL INCENTIVE

Section 26.1 Reimbursement

The Employer agrees to reimburse all costs of tuition and books to any bargaining unit member enrolled in any accredited college or university as determined by the Human Resources Director, pursuant to the terms of this Article. The reimbursement applies to all courses required for an Associate, Bachelor or Master's Degree(s) in a police-related field or those designed to maintain or improve the skills required for a covered member in their current job assignment or necessary to meet the express requirements of the Village. Reimbursement is limited to: Two (2) courses per academic semester; $4,500 per fiscal year; Percent limited to grade Achievement (A=100%; B=80%; C=60%; any grade lower than "C' is non-reimbursable).Copies of the original grade report or certificate of completion, textbook receipts, and all other supporting documentation must be submitted before reimbursement can be made. A form is provided for this purpose. All approved reimbursement requests must be submitted within three (3) months from the end of the course otherwise reimbursement will be forfeited. If a covered member voluntarily leaves the Village within two (2) years of completing a reimbursed course, a percentage amount of reimbursed expenses will be due the Village according to the following schedule, except if such voluntarily leave is not in the covered members control.

0-6 months	100%
6-12 months	75%
12-18 months	50%
18-24 months	25%

Section 26.2 Approval

Advance approval of the Chief of Police, Director of Human Resources and Village Manager is required as a condition for payment of benefits under this Article. An application is provided for this purpose and must be completed and approved in advance with respect to the possible schools or online courses the covered member might attend, the general courses the covered member is considering taking, and the approximate amounts that the covered member anticipates the course will cost. Budget approval shall be based upon the total funds available for tuition

reimbursement with the Department and the number of educational assistance requests received. The Village will endeavor to fund all tuition reimbursement requests. The Village reserves the right to allocate its funds on a priority basis, but the Union reserves the right to ensure access to this benefit is not unreasonably restricted.

ARTICLE 27 PHYSICAL FITNESS

Covered members will be required to abide with physical fitness standards subject to the following. Specific guidelines will be discussed, negotiated and agreed to in Labor/Management meetings during the first year of the contract; and covered members shall be required to participate in the program and so long as they participate and evidence a good faith effort to meet the guidelines, covered members shall not be subject to discipline.

ARTICLE 28 UNIT REPRESENTATIVES

One (1) covered member shall be permitted up to four (4) days off without pay to attend general, board, conferences or special meetings of the State Lodge or National FOP. Two (2) covered members shall be permitted up to two (2) days off without pay to attend the annual Labor Council meeting provided that at least a twenty-one (21) day notice of such meetings shall be given in writing to the Employer, and provided further that the names of all such covered members shall be certified in writing to the Employer. Unit Stewards shall be permitted to take reasonable time while on duty for the purpose of aiding or assisting or otherwise representing covered members in the handling and processing of grievances or exercising other rights set forth in this Labor Agreement without loss of pay. Members designated as being on the local unit negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties.

ARTICLE 29 SAVINGS CLAUSE

If any provisions of this Labor Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by existing Executive Order or other competent authority, including boards or agencies, the remaining provisions of this Labor Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

ARTICLE 30 DRUG AND ALCOHOL TESTING

Section 30.1 Purpose and Definitions

The Parties desire to provide a safe working environment, to protect and preserve the rights of the employees, and to safeguard the Village and its employees from liability. Therefore, the parties agree to the following to insure an employee's fitness for duty as a condition of employment and to insure drug alcohol tests are conducted based on a reasonable objective basis and according to established procedure.

"Confirmatory test" and "confirmatory retest" means a drug or alcohol test that uses TLC (thin layer chromatography), HPTLC (high performance thin layer chromatography), or GLC (gas

liquid chromatography) for initial screening; and GC/MS (gas chromatography/mass spectrometry) for the confirmation step.

"Drug" means a controlled substance as defined in Illinois Statutes, 720 ILCS 570/100, et seq.

"Drug and/or alcohol testing": means analysis of a body component sample under one of the above testing procedures, including blood or urine for the purpose of measuring the presence or absence of drugs, alcohol or their metabolites in the sample tested. An EBT device will be used for measuring the presence of alcohol. Only if the person is medically unable to provide a urine sample or perform a breathalyzer test will blood be drawn.

"Employee" means a person covered by the terms of this Labor Agreement.

"Employer" means the Village of Downers Grove acting through its Chief of Police or any authorized designee of the Chief of Police.

"Initial screening" means a drug or alcohol test which uses a method of analysis as outlined in this procedure and is capable of providing data as to general classes of drugs, alcohol, or their metabolites.

"Positive test result" means a finding of the presence of drugs or their metabolites per the established cut-off levels of the Substance Abuse Management Safety & Health Administration (S.A.M.H.S.A.) that the employee has used or consumed the specific drug.

"Reasonable Suspicion" means a basis for forming a reasonable belief based on specific identified facts and reasonable inferences drawn from those facts.

Section 30.2 Prohibitions

No employee shall be under the influence of any drug or alcohol while the employee is working or while the employee is on the Employer's premises or operating the Employer's vehicle, machinery or equipment, except to the extent authorized by a valid medical prescription. No employee shall use, possess, sell or transfer drugs or alcohol while the employee is working or while the employee is on the Employer's premises or operating the Employer's vehicle, machinery or equipment; except to the extent authorized by a valid medical prescription or when engaged in approved law enforcement activity. Employees shall be required to communicate any effects of prescribed medications that may impair job performance to their supervisors.

Section 30.3 Drug and Alcohol Testing Permitted

The Employer may request or require an Employee to undergo drug and alcohol testing when:

1. Employees selected for advertised job vacancies within the Police Department may be required to undergo a test to determine the presence of drugs prior to assignment to the new position. This test will be a one time test and is only for the person(s) selected for the position.

2. Employees returning from a sick leave or absence of sixty (60) days or more shall be required to submit prior to returning to work.

3. The Employer has a reasonable suspicion that the employee, in violation of the prohibitions set forth in Section 30.2 ("Prohibitions").

4. Any employee who discharges his/her firearm causing injury or death to a person or persons during the performance of their official duties or in the line of duty, pursuant to 50 ILCS 727/1-25. Testing under these circumstances must be completed as soon as practicable after the officer involved shooting, but no later than the end of the employee's shift or tour of duty. All testing conducted will be in compliance with the provisions in Article 30 Drug and Alcohol Testing. If an employee is physically unable to comply with such testing due to his/her own injuries, (e.g. undergoing surgery, unconscious), testing shall be conducted as soon as possible following necessary life saving measures.
There shall be no random, periodic, or unit wide testing of employees, except random testing of an individual employee as authorized herein.

Section 30.4 Procedure for Testing
Before requesting an employee to undergo drug or alcohol testing, the Employer shall provide the individual with a notification form (attached hereto as Appendix H) on which to:

1. Acknowledge that the individual has been given a copy of this drug and alcohol testing procedure at the time the request was made; and

2. Indicate the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test.

The employee shall be permitted reasonable time to consult with a representative of the Lodge/Labor Council. No questioning of the employee shall be conducted without first affording the employee all rights provided, included but not limited to the right to representation, as provided in the Peace Officers Disciplinary Act, 50 ILCS 725/1 et seq. The parties agree that refusal to submit to such a test may subject the employee to discipline, but the taking of the test and the consent derived from this form do not constitute a waiver of any objections the employee or Labor Council may later raise, including, but not limited to, the right to contest results as denoted in Section 30.11.

Section 30.5 Test Sample
The test sample shall be obtained only at a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has been accredited by the Substance Abuse Management Safety & Health Administration (S.A.M.H.S.A.). A sufficient sample of the same bodily fluid or material shall be collected from an employee to allow for initial screening, a confirmatory test and a sufficient amount of the same sample to be set aside and reserved for later testing. The procedures for taking the sample shall insure privacy to the employees to the extent practicable, consistent with the need to prevent tampering with the sample.

Section 30.6 Laboratory
All drug or alcohol testing shall use the services of a testing laboratory that is licensed pursuant to the Illinois clinical Laboratory Act and that has been accredited by the Substance Abuse Management Safety & Health Administration (S.A.M.H.S.A.), and conforms to all S.A.M.H.S.A. standards. Said testing laboratory shall be responsible for maintaining the identity and integrity of the sample. Retention and storage procedures shall comply with the rules

regarding proper preservation of evidence and all samples that produced a positive result shall be retained and properly stored for at least one (1) year. The testing laboratory shall prepare a written report indicating the drugs, alcohol, or their metabolites tested for, the types of tests conducted, and whether the test produced negative or positive test results, and the testing laboratory shall disclose that report only per the Medical Review Officer to the Director of Human Resources within three (3) calendar days after obtaining the final confirmatory test report. Positive results on an initial screening test shall not be reported to the Employer unless a positive result is obtained on the GC/MS confirmatory test of the same sample.

Section 30.7 Notice of Test Results

All service providers will have a Medical Review Officer (MRO) as designated by Health Services provide for any test. All positive tests will be reviewed only by the MRO at the Health Services provider for final determination of results. This determination will be communicated directly from the MRO to the Director of Human Resources. Before a positive test is reported to the Employer, the hospital or lab will have the results reviewed by the MRO, who will verify the existence of a valid prescription or conflict, which might result in a false positive. If the MRO determines that there is a valid reason for a false positive, the results will not be reported. A positive result, which is verified by the MRO review and confirmation and indicates the presence of the drug or its metabolites listed above as indicated in the initial concentration levels. Accepted practices for the collection and preservation of urine samples shall be followed as defined by S.A.M.S.H.A., standards. A similar amount of the sample shall be set aside and preserved for later testing. All samples shall be preserved in accordance with Section 40.99 of Subpart F-Drug Testing Laboratories of Part 40-Procedures for Transportation Workplace Drug and Alcohol Testing Program which provides for the extension of preservation of the split samples. Within three (3) calendar days after receipt of the test result report from the testing laboratory, the Director of Human Resources shall inform in writing an employee who has undergone drug or alcohol testing and provide copies of such results. The Employer will provide the employee tested with an opportunity to have the reserved portion of the sample tested by a clinical laboratory or hospital facility of the Employee's own choosing, at the employee's own expense, provided the employee notifies the Employer within five (5) calendar days of receiving the notice from the Employer of the results of the test. The clinical laboratory or hospital facility chosen by the employee must be accredited and conform to the Abuse Management Safety & Health Administration (S.A.M.H.S.A.) standards.

Section 30.8 Alcohol Testing

With regard to alcohol testing, for the purpose of determining whether the Officer is under the influence of alcohol, test results that show an alcohol concentration of .04 or more based upon the grams of alcohol per 100 milliliters of blood shall be considered positive. (Note 1): the foregoing standard shall not preclude the Employer from attempting to show the test results below .04 demonstrate that the Officer was under the influence to the extent to significantly impair the Employee's ability to perform their duties consistent with Illinois law, but the Employer shall bear the burden of proof in such cases and may use and refer to any existing state or federal laws and/or municipal ordinances in furtherance of their argument-- e.g., Fitness for Duty standard is a .04 pursuant to 10 C.F.R. 26.24(g) and Village of Downers Grove Administrative Regulation requiring the holder of a safety-sensitive driving position, a holder of a CDL to a standard of .02 -- and the Union may argue the weight and/or applicability of such standards under the particular circumstances.)

Section 30.9 Re-assignment During Testing Procedures

No Employee shall be the subject of any adverse employment action, except emergency temporary re-assignment with pay during the pendency of any testing procedure. Any such emergency re-assignment shall be immediately discontinued in the event of a negative test result.

Section 30.10 Refusal to Undergo Testing

If any employee refuses to undergo drug or alcohol testing requested or required by the Employer, no such test shall be given, and the Chief of Police may discharge the employee from employment on the grounds of insubordination. The employee and/or his/her representative shall have the right to offer evidence in mitigation per the procedures outlined in Article 9 or to the Board of Fire and Police Commissioners per the covered members' election of appeal per Article 8 Discipline. The Board of Fire and Police Commissioners or Arbitrator, based on the election for appeal the covered member selects, shall have the authority to order treatment and counseling as an alternative to or in conjunction with any discipline that may be appropriate. No Employee who refuses to undergo drug or alcohol testing of a blood sample upon bonafide religious grounds shall be deemed to have refused unless the employee also refuses to undergo drug or alcohol testing of a urine sample. The employee's taking of the test shall not be construed a waiver of any objection or rights that he/she may have under this Labor Agreement or applicable law.

Section 30.11 Right To Contest

The Lodge/Labor Council and/or the employee, with or without the Lodge/Labor Council, shall have the right to file a grievance concerning any testing permitted by this Labor Agreement, contesting the basis for the order to submit to these tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Labor Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impair any legal rights that employees may have with regard to such testing under applicable law. Employees retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Lodge/Labor Council.

Section 30.12 Voluntary Requests For Assistance

The Employer shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Employer may require re-assignment of the employee with pay if the covered member is then unfit for duty in their current assignment. The Employer shall make available a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the Village, through whatever means, shall not be used in any manner adverse to the employee's interests, except reassignment as described above.

Section 30.13 Discipline

Use of illegal, controlled drugs at any time while employed by the Employer (except as may be required in the line of duty) shall be cause for discipline, including discharge. Any discipline issued by the Chief of Police shall be processed and appealed in accordance with Article 8 Discipline. Nothing in this Section shall be construed to prevent a covered member from:

a. asserting that there should be treatment in lieu of discipline in any disciplinary proceeding; or
b. contesting any discipline that may be imposed under applicable federal or state discrimination laws.

Employees who voluntarily seek assistance with drug and/or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action by the Employer. The foregoing is conditioned upon:

a. The Employee agreeing to appropriate treatment as determined by the treating physician(s) or licensed providers involved;
b. the Employee discontinues use of illegal drugs or abuse of alcohol;
c. the employee completes the course of treatment prescribed, including an "after care" group for a period of up to twelve (12) months, as may be prescribed by the treating physician(s) or licensed provider;
d. the employee agrees to submit to random testing during hours of work during the period of "after care".

Employees who do not agree to the foregoing, or who test positive a second or subsequent time for the presence of illegal drugs or alcohol during the hours of work shall be subject to discipline, up to and including discharge.

If an employee is placed in a rehabilitation program rather than disciplinary action, such placement shall not be construed as an obligation on the part of the Employer to retain an employee on active status throughout the period of rehabilitation, if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing any of the duties of a police officer or whose continuance on active status would constitute a direct threat to the property or safety of others as determined in the sole discretion of the Police Chief. Such employees shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence pending treatment. The foregoing shall not limit the employer's right to discipline employees for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

Employees who are taking prescribed over the counter medication that has adverse side effects which interfere with the employee's ability to perform his normal duties, may be temporarily re-assigned with pay to other more suitable police duties.

Section 30.14 Compliance With Law

The Village maintains a drug-free work place policy. In the event an employee is convicted of any criminal drug statute for a violation occurring in the workplace, said employee shall notify the Village no later than five (5) days after such conviction. Failure to timely notify the Village may result in disciplinary action. By law, if the Village is involved in a federal and/or State contract or grant, the Village shall notify the federal and/or State contracting Officer, if any, with ten (10) days after receiving such notice from an employee or otherwise receiving such notice of a conviction, and may impose appropriate discipline within thirty (30) days of receiving such notice.

ARTICLE 31 DURATION

This Labor Agreement shall be effective upon ratification by both parties and shall remain in full force and effect, except as otherwise denoted, until April 30, 2022. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party at least two hundred forty (240) days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt. Notwithstanding any provision of this Article or Labor Agreement to the contrary, this Labor Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse procedure for a new Labor Agreement or part thereof are continuing between the parties.

ARTICLE 32 ENTIRE AGREEMENT

This Labor Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. The parties acknowledge that, during the negotiations which resulted in this Labor Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Labor Agreement.

Executed this 16th day of October, 2018

Illinois Fraternal Order of Police Labor Council/
FOP Lodge #73-2:

Todd Rountree
Unit Steward

Andy Blaylock
Unit Steward

Jason Glaser
Unit Steward

Kevin S. Krug
Labor Council
Northern Field Supervisor

Village of Downers Grove:

Martin T. Tully
Mayor

David Fieldman
Village Manager

April Holden
Village Clerk

Village Seal

APPENDIX A DUES AUTHORIZATION FORM

ILLINOIS FRATERNAL ORDER OF POLICE, LABOR COUNCIL
974 CLOCKTOWER DRIVE
SPRINGFIELD, ILLINOIS 62704

I,_____, hereby authorize my Employer, the Village of Downers Grove, 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 wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of its certification as exclusive bargaining representative to the date this dues deduction is implemented, in such manner as it so directs.

Date:_____ Signed:_____

Address:_____

City:_____

State:_____Zip:_____

Telephone:_____

Home E-Mail Address: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

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

(217) 698-9433

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

APPENDIX B AGREEMENT TO EXTEND TIME LIMITS

The Village Downers Grove and the Illinois Fraternal Order of Police Labor Council by its authorized representative do hereby agree to extend the time limits for further processing the grievance commonly referred to as the _____ grievance. This grievance is currently at Step____ of the grievance procedure. It shall be frozen at that step to allow the parties further opportunity to investigate the dispute until either party delivers to the other a written notice demanding that the grievance processing resume. Neither party waives its position or rights with regard to this grievance by making this agreement to extend the time limits. This form is also available for use in connection with the holding of a grievance meeting under the Labor Agreement. For use in that connection, it is hereby agreed that the five (5) calendars day period for holding the meeting is hereby extended to and including _____.

_____ _____

FOR THE EMPLOYER DATE

_____ _____

FOR THE LABOR COUNCIL DATE

APPENDIX C GRIEVANCE FORM

(use additional sheets where necessary)

Date Filed: _____

Department: _____

Lodge/Unit No. / Year / Grievance No.

Grievant's Name: _____

Last First M.I.

STEP ONE

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

Article(s)/Sections(s) violated: _____, and all applicable Articles.

Briefly state the facts: _____

Remedy Sought: _____

_____, in part and in whole, make grievant whole.

Given To: _____ Date: _____

Grievant's Signature FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature Position

Person to Whom Response Given Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____ Date: _____

Grievant's Signature FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature Position

Person to Whom Response Given Date

STEP THREE

Reasons for Advancing Grievance: _____

_____

Given To: _____ Date: _____

_____ _____

Grievant's Signature FOP Representative Signature

EMPLOYER'S RESPONSE

_____

_____

_____

_____ _____

Employer Representative Signature Position

_____ _____

Person to Whom Response Given Date

Lodge/Unit No. / Year / Grievance No.

STEP FOUR

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

_____ _____

Person to Whom Referral Given **Date**

_____

FOP Labor Council Representative

APPENDIX D SENIORITY LISTING

10-01-18

NAME	HIRE DATE	TIME-IN-RANK
Harry Andler	04/02/2000	10/03/2010
Todd Rountree	12/28/1992	01/06/2013
Jeff DeZur	12/28/1992	01/19/2015
Jeremy Thayer	07/23/2001	07/05/2015
Jason Glaser	01/14/2002	07/05/2015
Andrew Blaylock	09/07/1997	10/25/2015
April Clarke	04/02/2000	12/20/2015
Jim Edwards	09/30/2091	12/04/2016
Jason Fortin	02/20/2012	01/01/2017
Larry Vacala	07/23/2001	09/23/2018

APPENDIX E UNIFORM ITEM LIST

Items Provided Upon Promotion to Rank of Sergeant

Item	Quantity
White long sleeve shirts with chevrons	1
White short sleeve shirts with chevrons	1
Blue long sleeve shirts with chevrons	3
Blue short sleeve shirts with chevrons	3
Dress Blouse with chevrons (If you do not have one)	1
Pair of Pants to match Dress Blouse (If necessary)	1
Basket weave belt with gold buckle	1
Gold buckle for gun belt	1
New gold belt keepers	4
Gold tie Clips	2
Radio Mic Holder	1
Gold collar chevrons	2 sets
Gold Accreditation name tags (2 uniform and 1 jacket)	3

- Jacket buttons will be changed over to gold
- Chevrons will be added to existing uniform shirts
- Hat Shield and band should be forwarded from retiring Sergeant

UNIFORM ITEM LIST

This uniform list is subject to periodic revision as agreed to by the parties.

Hat (summer)
Hat (winter)
Hat cover
Hat shield/badge***
Scarf
Black wool winter hat
Uniform shirts (long/short sleeve)
Badge***
Off duty badge***
Off duty badge case
Name tags
Radio shoulder strap
Uniform ties
Tie Tac (approved)
Ballistic vest cover

Ammunition pouch***
Handcuff case (duty***/off duty)
Plain clothes ammo pouch
Weapon magazines
Handcuff keys
Handcuffs***

Mace/OC spray***
Mace/OC spray case***
Baton/flashlight ring***
Baton/ASP***
ASP holder***
Key holder
Radio holder***
Belt keepers
Flashlights/flashlight accessories

Uniform sweater (pull-over/zipper)
Spring jacket***
Winter/leather jacket***
Thermal undergarments
Uniform pants
Uniform shoes/boots
Black socks
Under shirts (navy/black/white)
Gloves
Belt
Garrison belt/Utility belt***
Flashlight charger
Whistle
Reversible Raincoat***
Equipment case/bag
Ticket holder/clipboard
Business cards (approved)
Utility knife/knife case
Ammunition
Duty holster***
Plain clothes holster
Dress uniform

Officers assigned to specialty positions may purchase additional items as approved by the department.

All uniform items must be purchased through contracted vendors. Equipment/uniform items that are starred *** must be turned in upon retirement/resignation.

Ballistic vests, department keys and ID cards must be turned in upon retirement/separation.

APPENDIX F

DOWNERS GROVE POLICY/PROCEDURE

CONDITIONS OF WORK 22.3

22.3.6 POLICY, APPROVAL, DOCUMENTATION AND REVIEW OF EXTERNAL SECURITY

DETAILS

PURPOSE

The purpose of this order is to establish certain provisions for non-probationary police personnel to work external security while limiting the liability to the Village of Downers Grove.

A. PRIMARY RESPONSIBILITY:

All police personnel who engage in an external security detail will recognize that their primary responsibility employment is to the Downers Grove Police Department and the citizens of this Village. Officers are subject to call at any time for emergencies, mandatory overtime duty, or mandatory special assignments. External security details will not infringe on this obligation.

B. GUIDELINES/RESTRICTIONS

1. No external security detail may be undertaken or continued where a conflict of interest exists with the Village of Downers Grove or the Police Department or where such employment brings discredit to the Officer, Police Department or Village of Downers Grove.

2. A request for approval of an external security detail must be completed by the Officer using the attached form.

3. All external security detail requests are subject to the approval of the Chief of Police or his designee. Requests will not be unreasonably denied or terminated.

4. Employees cannot perform any external security detail in a Downers Grove Police Department uniform nor may any equipment belonging to the Village of Downers Grove be utilized.

5. Officers engaged in private security employment are considered private citizens. As such, their conduct shall be governed by the Illinois Revised Statutes.

6. Officers are responsible for locating their own external security employment. Fees/wages are strictly the responsibility of the Officer and the external security employer.

7. No external security detail may be accepted where the sale and/or consumption of alcoholic beverages is the primary business or where an employee might act as a bouncer for an establishment where liquor is sold but is not the primary business. If an Officer works for an organization or establishment where liquor is served, he/she cannot serve as security for any banquet gathering in same.

8. External security details for collection agencies, bail bond providers, or employer(s) who are known to be convicted felons or associate with known felons is strictly prohibited.

9. Any Downers Grove Police Officer working an external security detail in any retail store or otherwise who is in any way involved in the apprehension and/or interrogation or detention of a suspect shall assure that such suspect is accorded, by the Downers Grove Police Officer, all constitutional and other rights pursuant to applicable Department policy which said Officer would and should accord to such a suspect were the suspect being apprehended, interrogated or detained while the Officer was on Departmental duty.

10. Hours related to external security details must not exceed twenty (20) hours per week and cannot conflict with an employee's ability to work his/her required scheduled shift. Officer(s) may exceed the twenty (20) hour per week limit only in direct relation to the amount of time in a regularly scheduled 40 hour work week that an Officer is off on vacation, compensatory or earned time. In no event can the hours devoted to external security details exceed sixty (60) per week.

11. All officers shall arrange their schedules to accommodate any court or other official appearance on behalf of the external security employer, and shall not be paid by the Village for such appearance. Officers may use their earned and/or compensatory time, in accordance with established procedures, to so arrange their schedules.

12. External security employment must conform to all applicable state, federal and local laws or ordinances. The intent of "local laws and ordinances" is not to prohibit or limit external security details either through existing or future local laws or ordinances.

13. An external security detail request will be denied to any applicant whose sick record indicates the lack of stamina necessary to sustain both departmental and security detail employment. For purposes of this guideline, an employee's sick record will be examined for a period of one (1) year prior to the date an external security detail request is submitted to the Chief of Police or his designee. In making a determination as to an employee's stamina, the sick record will be

judged as a whole, and the total number of sick hours used by an employee shall not be determinative in and of itself.

14. No external security detail will be permitted in those cases where the statutes of the Officer has changed from full-duty to workmen's compensation or restricted duty status. Officers returning to full-duty status must submit a new external security detail request.

15. The Chief of Police must be notified within seventy two (72) hours when the external security detail is terminated.

16. The Department shall forward a copy of this policy pursuant to which a Downers Grove Police Officer accepts external security employment to any employer hiring a Downers Grove Officer for external security work.

17. The Chief of Police on an annual basis will review extra duty employment to assure compliance with all policies, processes, and other matters deemed appropriate.

Any appeal of the above stated provisions shall be handled through the grievance process, exclusive of Step #1.

APPENDIX G MISSION STATEMENT

Our Mission

We, the members of the Downers Grove Police Department are committed to preserving safety and enhancing quality of life in our community.

We provide service with understanding, response with compassion, and law enforcement with vision.

We do so with honor, courage, and integrity; never losing sight of the respect and pride we have for one another and those we serve.

Honor

Courage

Integrity

Respect

Pride

APPENDIX H DRUG/ALCOHOL TEST FORM

Downers Grove Police Department
Drug/Alcohol Testing Notification

Pursuant to Article 30 of the Labor Agreement between the Village of Downers Grove and the Illinois Fraternal Order of Police, Labor Council you are hereby notified that you are ordered to submit to a drug/alcohol test for the following reason(s):
(Check applicable statement)

____ You are returning from a sick leave or absence of sixty (60) days or more.

____ Reasonable suspicion exists pursuant to Article 30 of the Labor Agreement as set forth below:

_____

_____

_____.
(Use back side if necessary.)

I acknowledge receipt of the drug and alcohol policy and procedure for testing. _____
(employee initials)

I understand that a positive result or a refusal to comply with this direct order may subject me to disciplinary action.

_____ _____A.M./P.M.
Employee Date Time

_____ _____
Employer/designee Title

_____
Witness

APPENDIX I ELECTION FORM

IRREVOCABLE ELECTION OF DISCIPLINE APPEAL PROCEDURE

I, _____ received discipline issued against me on _____. I hereby make the following selection of my appeal process of such discipline by placing an "X" to the appeal of the discipline issued against me. I understand that I may choose to proceed to contest the discipline through grievance arbitration or appeal before the Board of Fire and Police Commissioners.

_____ I will accept the discipline as issued.

_____ I will proceed to appeal through grievance arbitration. I hereby acknowledge that I understand that my choice of proceeding through grievance arbitration serves as an irrevocable waiver of any and all rights to have the appeal heard by the Board of Fire and Police Commissioners.

_____ I want to proceed to the Board of Fire and Police Commissioners. I hereby acknowledge that I understand that my choice of the Board of Fire and Police Commissioners serves as an irrevocable waiver of any and all rights to have the appeal heard through grievance arbitration.

_____	_____
Employee Name (Print)	Date
_____	_____
Employee Name (Signature)	Date
_____	_____
Labor Council Representative	Date

I further understand that I must notify the Chief of Police or designee of my choice to appeal the discipline within twenty (20) business days, excluding holidays, Saturdays and Sundays counting towards the twenty (20) business days after receipt of the Village Manager's written response at Step 3 (or expiration of timeframe to respond). If I fail to select the forum for hearing my appeal of the discipline within twenty (20) business days, I waive my right to appeal.

Excluded from this Election Form are any rights and claims that cannot be waived by law, including any right or claim that an employee may have under the Age Discrimination in Employment Act, as amended by the Older Workers Benefits Protection Act, which arises after the date of the execution of this appeal. However, the signing employee waives any right to monetary recovery should any administrative or governmental agency, or any other person or entity, pursue any claims on the employee's behalf.