

AGREEMENT

Between



ILLINOIS COUNCIL OF POLICE

And

VILLAGE OF DIXMOOR, ILLINOIS

Covering the Dixmoor Dispatch Operators, Community Service Officers (CSO's),
Administrative Records Clerk and Village Service Attendants (VSOs)

May 1, 2016 through April 30, 2019

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INTRODUCTION

This Agreement is voluntarily entered into by and between the Village of Dixmoor, Illinois, hereinafter referred to as the "Village," and the Illinois Council of Police, hereinafter referred to as the "Union," as the exclusive Collective Bargaining Agent for the employees of the Village of Dixmoor who are described in the Collective Bargaining Unit described herein.

PREAMBLE

The Union, having been certified by the Illinois Labor Relations Board as Collective Bargaining Agent for all persons employed by the Village of Dixmoor in the following titles: Community Service Officer; Village Service Assistant; Administrative Records Clerk; Telecommunicator employed by the Village, and the Village, having voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting certain relations between them, and the intention of the parties to this Agreement being to provide for the appropriate wage structure, hours of employment, terms and conditions of employment, and orderly and expeditious Grievance Procedure, all as set forth herein, the parties therefore agree to the following:

ARTICLE I – RECOGNITION

- 1.1** The Village recognizes the Union as the sole and exclusive Bargaining Agent for all Community Service Officers, Administrative Records Clerks, Village Service Attendants and Telecommunicators.
- 1.2** Membership – As used herein, the term "Employees" shall refer to all those persons included in the Collective Bargaining Unit described in the Preamble above.

ARTICLE II – VILLAGE RIGHTS

The Village President and Board of Trustees and the Chief of Police shall retain the sole right and authority for the proper and ongoing management of the Dixmoor Police Department, according to the applicable laws, statutes and ordinances of Dixmoor, Cook County, the State of Illinois and the United States.

Nothing herein shall be construed to deny or restrict the Village in the exercise of its rights, responsibilities and authorities as articulated in the laws of Dixmoor, Cook County, the State of Illinois and the United States.

The Village shall retain and exercise all rights to determine its mission organizational structure, budget and set standard of service offered to the public; to direct the activities of its Police Department employees; to plan, direct, control and determine the operations or services to be conducted by Police Department employees covered by this Agreement; to assign or transfer employees; to hire, promote, demote, suspend, discipline, or discharge for just cause; or relieve employees for economic reasons; to establish and enforce reasonable work rules and regulations; and to change or modify systems, methods, equipment or facilities provided, however, that the exercise of any and all of the Village's rights and responsibilities do not conflict with the terms and conditions of this Agreement.

ARTICLE III – NO STRIKES, NO LOCKOUTS

The Union shall not recommend, authorize, or engage in any Strike against the Village, nor shall the Village initiate, implement or otherwise engage in any Lockout against the Union or its members.

ARTICLE IV – UNION-VILLAGE RELATIONS

4.1 Bulletin Board

A Union Bulletin Board of reasonable size shall be available for use in an area agreeable to the parties. Such Bulletin Board shall be available for the posting of notices and materials relating to Union activities. Such materials shall be identified with the name of the Union and shall be signed or otherwise authenticated by an appropriate officer or representative thereof. Such materials shall not be derogatory of any person associated with the Village and shall not include items which are primarily endorsements of candidates for political office (other than for offices of the Union).

4.2 Public Information

The Village shall make available to the Union, upon reasonable written request, existing public information, including relevant financial data and statistics which are pertinent to the conduct of negotiations, the processing of grievances, or the enforcement of the terms of this Agreement. Such materials shall be provided within ten (10) business days, wherever possible, after the delivery of a written request to the Village from the Union. If it is unable to provide any such materials within ten (10) business days after delivery of a written request, the Village shall advise the Union of its need for additional time and the Union agrees that, within reason, additional time will be granted. The Village shall not be obligated hereunder to research or compile any data or statistics or to provide the same information more than once.

4.3 No Discrimination

Neither the Village nor the Union shall discriminate against any employee because of Union activities, or anything prohibited by law.

4.4 New Employees

The Village agrees to notify the Union of the hiring of all new employees whose job classifications are covered by this Agreement within ten (10) business days after the date of hire. The Village further agrees to notify the Union within the same 10-day business time period of any change of status of any member of the collective bargaining unit herein that results from part-time employees becoming full-time employees.

4.5 Dues Check off and Fair Share Deductions

The Village shall deduct Union Dues from the salary of each employee covered by this Agreement in amounts as determined by the Union, and shall promptly transmit such funds to the Union, provided the amounts to be deducted shall be uniform for each Union member and provided the deduction is authorized in writing by each member of this collective bargaining unit. Union Dues shall be so deducted from the salaries of employees and transmitted to the Union on a monthly basis

For any employee who elects not to become a member of the Union and have the standard and ordinary Union Dues deducted from his or her salary, the Union shall provide the Village with written notice to regularly deduct a Fair Share fee from the salary of such employee and to transmit this Fair Share fee to the Union. The Union will provide the Village with such notice within thirty (30) Calendar days after it learns a particular employee has elected not to maintain full membership in the Union. Such Fair Share fee will be established by the Union under the terms and conditions of legislation governing the Fair

Share alternative and the established fee shall not exceed the amount of regular Union Dues paid by members of the Union.

When the Village makes such deductions for Union Dues or Fair Share fees and remits these funds to the Union, the Union shall indemnify, hold harmless and defend the Village of Dixmoor, its Police Department, its elected officials, agents and employees in any action, complaint or suit or other proceeding which may be brought under this Article.

4.6 Union Representatives and Visitation

The Village recognizes the right of the Union to elect, appoint, or otherwise name up to two (2) employees covered under this Agreement as Chapter representatives of the Union. The names of these two (2) Union representatives, along with their designated titles, shall be provided by the Union to both the Village's Chief of Police and Director or Department Head of Human Resources immediately upon the conclusion of the negotiation of this Agreement, or at such other time as the identities of the two (2) union chapter officers becomes known. Any subsequent changes in the names or titles of these Union representatives shall also be provided by the Union to the Village's Chief of Police and the Director or Department Head of Human Resources as such changes occur.

These two union representatives shall be deemed to be the Union's official on-site spokespersons. However, these on-site union representatives shall not conduct Union business during regular business hours except with the permission of the Village's Chief of Police or except in the carrying out of certain time-sensitive functions such as Grievance handling or the resolution of disputes between the Village and Union members constituting this collective bargaining unit.

The Village further recognizes the right of the Union to send representatives

from its headquarters office to the Village for purposes of handling Grievances or observing and reporting on conditions of employment under which union members of the collective bargaining unit herein are working. All such visits by Union headquarters representatives shall be conducted during the regular shifts that said Union members are working and upon appropriate and reasonable notice to the Village's Chief of Police or other ranking Police Department official that such visits are to be made. Such visits shall not interfere with normal Police Department functions or activities nor shall the Village be asked to incur any additional cost as a result of such visits.

The Village agrees Union Representatives shall be able to participate in contract negotiations so long as the Village's operations and activities are not adversely affected.

ARTICLE V – DISCIPLINARY INVESTIGATION PROCEDURES

5.1 Investigation Conduct

Whenever any employee or employees covered by this Agreement becomes the subject or subjects of a disciplinary investigation conducted by Village Department personnel, any and all interrogations of such employees shall be conducted in the following manner:

5.2 Time of Interrogations

Any interrogations of employees covered by this Agreement shall be conducted at reasonable times, preferably while a given employee is on duty, and preferably during daylight hours.

5.3 Identity of Interrogators

Prior to an interrogation, any employee covered by this Agreement who is the

subject of an investigation shall be advised as to whether he or she is being subjected to an informal inquiry or a formal interrogation. The Employee under investigation shall also be informed of the identity of the person in charge of the investigation, the interrogation officer and the identities of all persons present during the interrogation.

5.4 No Anonymous Complaints

No anonymous complaints on its own merit, whether made by private citizens, Dixmoor Police Department personnel, or representatives of other Village, County, State or Federal agencies, shall without further investigation result in formal interrogations or disciplinary charges against any employees covered by this Agreement.

5.5 Written Charges

Immediately prior to commencing either an informal inquiry or a formal interrogation, any employee or employees covered by this Agreement who are under investigation shall be informed in writing of the nature of any and all charges or complaints and the names of any and all complainants.

5.6 Length Of Interrogations

The length of time allotted to conduct interrogation sessions shall not exceed the length of time an employee covered by this Agreement would normally work in any one shift. Such interrogations shall further be structured so as to be of reasonable duration and shall permit the employee interrogated reasonable periods for rest and personal necessities.

5.7 Employee's Written Statements & Reports

Any employee covered by this Agreement who is under investigation shall be provided, within two (2) calendar weeks, of the date that any informal inquiry or formal interrogation was commenced, along with a copy or copies of any written

statement or statements he or she has made regarding the matter under investigation. This section shall also apply to such Police Department documents as "To-From" reports, case reports, shift reports, arrest reports, traffic tickets, and any and all other Police Department documents that such employee in question prepared, signed or submitted in connection with the matter being investigated.

5.8 Notification of Rights

If any investigation of a Dixmoor Employee who is covered by this Agreement indicates that suspension or termination of that Employee is probable, the Employee under investigation shall be advised of his or her rights to be represented by the Union, or the Union's legal counsel, or legal counsel of the Employee's own choosing, prior to commencement of any formal inquiry or formal interrogation. If any investigation of a Dixmoor Employee indicates that criminal prosecution of that Employee is probable, the Employee shall be given notification of his or her rights against self-incrimination prior to the commencement of any informal inquiry or formal interrogation.

5.9 Right To Legal Counsel

Any Employee covered by this Agreement who is advised that he or she will be subjected to either an informal inquiry or a formal interrogation shall have the right to be represented by the Union, or the Union's legal counsel, or legal counsel of the Employee's own choosing at such proceeding. Any such informal inquiry or formal interrogation shall be suspended for a reasonable amount of time until adequate representation for such Employee can be arranged.

5.10 No Media Exposure

Except as required under FOIA, the Village agrees that no photos of any Employee covered by this Agreement and who is under investigation shall be made available to the news media prior to a conviction on criminal charges or

prior to a decision being rendered regarding any disciplinary action taken by the Village and reviewed by an appropriate reviewing body, unless otherwise required by law.

5.11 No Compelled Testimony

The Village agrees that no Employee covered by this Agreement who is under investigation shall be compelled to speak, give information to, be questioned by, or testify before any non-governmental agency relating to any matter or issue under investigation.

5.12 Investigation Time Limits

All Village and/or Police Department investigations of Dixmoor Employees covered by this Agreement who are accused of misconduct or violations of Village ordinances or Police Department rules and regulations shall be limited to ninety (90) calendar days from the date(s) such investigations are initiated to the date(s) that charges are formally filed or such investigations are terminated without charges being filed. At the end of 90 days, any investigatory findings shall be disclosed to the Employee under investigation. However, the 90-day time limit may be extended on a day-for-day basis to reflect any days that the Employee under investigation was not working for reasons of absenteeism, vacation, sickness, disability, bereavement or other recognized reasons for absence.

5.13 Eligibility For Grievance Procedure

If any of the steps outlined in Article V, Disciplinary Investigation Procedures, shall be violated by either the Village or the Police Department, such violations shall be subject to the Grievance Procedure as described in Article VI of this Agreement.

ARTICLE VI – GRIEVANCE PROCEDURE

6.1 Purpose And Filing Deadlines

It is the purpose of this Grievance Procedure to resolve as promptly and as expeditiously as possible any allegations by the Union and/or its members herein of any misinterpretation or misapplication of the terms of this Agreement. Any Grievance filed under the terms of this Article must be initiated not later than thirty (30) calendar days after the occurrence of the event that prompts or gives rise to the Grievance, or, if the Grievance describes an ongoing situation, it must be filed not later than 30 calendar days after the underlying situation becomes known to either the Union or the member or members who file the Grievance, whichever occurs first.

6.2 Definitions

- (1) GRIEVANCE shall mean an allegation by the Union or by an affected employee covered by this Agreement that there has been a violation, misinterpretation or misapplication of any provision of the Agreement by the Village.
- (2) Any employee covered by this Agreement may be represented by a Union official, staff representative, on-site representative or attorney at any meeting, hearing, or appeal relating to a Grievance which has been formally presented.
- (3) The President of the Union or the appropriate designee shall be advised of any meeting, hearing or appeal relating to a Grievance which has been formally presented and a representative of the Union shall have the right to attend and participate in any such meeting, hearing or appeal.
- (4) The failure of the Grievant to act on any Grievance within the prescribed time limits articulated within this Article will act as a bar to any further appeal under this Grievance Procedure. If the Village's designated representative shall neglect to proceed to render a

decision within the time limits, the Grievance may be advanced to the next step of the Grievance Procedure. Any time limits, may be extended by mutual agreement of the parties.

- (5) The term "Working Days," as it applies to the Grievance Procedure described in this Article, shall mean any day an Employee covered by this Agreement is working except vacation periods or other days in which bargaining unit members are excused from working.

6.3 Procedures

The party asserting a Grievance shall attempt to resolve the problem through informal communication with the immediate supervisor.

STEP 1. If the informal process with the immediate supervisor shall fail to resolve the problem, the Grievance may be formally presented in writing to the Chief of Police or his or her designee, who will arrange for a meeting to be held within seven (7) working days to review the Grievance. The formal written Grievance shall clearly identify all Grievants, summarize all relevant facts, identify all provisions of the Agreement allegedly violated, and describe the remedy requested. The filing of the formal written Grievance at this Step 1 must be within seven (7) working days of the date of the occurrence giving rise to the Grievance or from the date when the Grievant was aware, or reasonably should have been aware, of the occurrence giving rise to the Grievance. The Village representative shall provide a written answer to the Grievant (with a copy to the Union, if the Union is not the Grievant) within seven (7) working days after the meeting. The written answer shall include the reasons for any decision. If the Grievance is not answered or otherwise responded to or resolved at this step, the matter shall be advanced to Step 2.

STEP 2. If the Grievance is not resolved at the preceding Step 1, the Union and/or the Grievant may refer the grievance to the Village Police Committee

Chairperson or his or her designee by filing the same in writing within seven (7) working days of receipt of the answer from the previous level, or in the event no written answer is timely filed, within seven (7) days after the last day on which such answer was due. The Village Police Committee representative will arrange for a meeting to be held within seven (7) working days of such referral to review the Grievance. Each party shall have the right to include in its presentation of facts such witnesses as deemed necessary and appropriate to develop facts pertinent to the Grievance. A written answer, including reason(s), shall be provided to the Police Committee representative to the Grievant (with a copy to the Union, if the Union is not the Grievant) within seven (7) working days after the meeting provided for in this Step 2. If the Grievance is not answered or otherwise responded to or resolved at this step, the matter shall be advanced to Step 3.

STEP 3. If the Grievance is not resolved at the Village Police Committee level as set forth in Step 2 above, the Union may submit the Grievance to binding arbitration with Federal Mediation & Conciliation Service (FMCS), provided written notice indicating such is filed with the Village President's office within ten (10) working days of the answer rendered by the Village Police Committee, or in the event no written answer is timely filed, within ten (10) working days after the last day on which such answer was due. The Union shall promptly request the FCMS to provide a panel of qualified Arbitrators who are members of the National Academy of Arbitrators from which the parties may make a selection pursuant to the practices of the FCMS. In making his or her recommendation, the Arbitrator shall not add to, subtract from, modify, change, amend, or enlarge upon this Agreement, and any suggested remedy, if appropriate and necessary, shall conform to Illinois laws. The fees and expenses of both the Arbitrator and FCMS shall be shared equally by the Village and the Union. The parties likewise shall share the expenses of any transcript(s), which the parties may jointly request, but all other expenses or fees which may be incurred by either party shall be borne by that party.

ARTICLE VII – DISCIPLINE AND DISMISSAL

7.1 Employee Security

No non-probationary Employees covered by this Agreement shall be relieved from duty, suspended, discharged, or disciplined in any manner without the Village or the Command Level of the Police Department having first established just cause.

7.2 Jurisdiction

Any suspensions in excess of ten (10) days or proposed terminations brought by the Village or the Command Level of the Police Department against any Employee covered by this Agreement, and which require adjudication by the Village Board or its designee, shall not be considered valid unless the accused Employee or Employees and the Union have been provided with specific details of charges as well as the names of any and all witnesses who may be called to testify against the accused. Such information shall be provided at least ten (10) working days prior to the start of the relevant adjudication hearing before the Village Board or its designee.

7.3 Discipline; Charges; Suspension With Pay

No non-probationary Employee covered by this Agreement shall be removed or discharged except for just cause, upon written charges, and after an opportunity to be heard in his own defense. In the event any such Employee is subject to disciplinary suspension in excess of ten (10) days, the Village shall not withhold his or her wages until a final determination is made.

7.4 Performance Evaluation & Discipline

No Employees covered by this Agreement shall be required to submit to a Village or Police Department Performance Review without first being given the opportunity to meet with the appropriate supervisor and being allowed to examine and inspect the document. Further, any Employee covered by this Agreement, undergoing a performance review shall have the opportunity of indicating his or her approval or disapproval of the form by marking an appropriate "Approval" or "No Approval" box on the review form and placing his or her signature near the box.

The Village agrees to utilize a Performance Review system that has been agreed upon by the Village and the Union. For non-probationary employees covered by this Agreement who are deemed to score at or near the bottom in such Performance Review, the Village agrees to provide training and/or other remedial opportunities designed to improve a given Employee's performance as indicated on any Departmental Performance Review. No disciplinary action shall occur as the result of a given Employees low score on a Performance Review.

7.5 Access To Personnel Files

Personnel files kept by the Village on all Employees covered by this Agreement shall be regarded as confidential and information contained in these files shall not be made available to public or private agencies or to the news media or to credit reporting services or other such agencies without the express consent of the Employee involved, unless otherwise required by FOIA or other law. Further, individual Employees covered by this Agreement shall have reasonable access to their own individual personnel files at least once each calendar year upon prior written notice to the Chief of Police or his or her designee. The Village agrees that such access to personnel files will be

granted not more than thirty (30) calendar days after the initial written request is submitted. An Employee covered by this Agreement may make copies of any such materials contained in his or her files.

Employees will not be required to indicate any specific reasons why they may want to review their personnel files and make copies of the materials therein, but if any State of Illinois statutes or Federal laws holds that certain specific materials in such files need not be made available to individual Employees, then such materials may be withheld by the Village.

7.6 Disciplinary Sequence

The typical disciplinary sequence for an employee covered by this Agreement may be: (1) Verbal Warning; (2) Written Warning, with a copy to the employee's personnel file; (3) Suspension; and (4) Dismissal. However, this progression of discipline need not be followed by the Village if, in the sole discretion of the Village Chief of Police and/or the Village Board or designee, there exists a factual and/or legitimate basis or reason(s) for greater discipline, including dismissal.

Disciplinary action, up to and including termination of employment, shall be for a violation of a Village of Dixmoor ordinance, or for a County, State of Illinois, or Federal law, or for a violation of Village Police Department policy, rule, and/or regulation, so long as such policies, rules, and/or regulations have previously been reduced to writing and distributed to, posted, or otherwise made available to all Employees covered by this Agreement. Any such disciplinary action shall be administered in a timely and progressive manner except that suspension or dismissal may result as the first step in the disciplinary sequence procedure depending on the circumstances and severity of the offense.

Any full-time Employee covered by this Agreement is entitled to Union

representation at any meeting or hearing called for the specific purpose of disciplining the employee. If a non-disciplinary meeting turns into a disciplinary meeting, the employee is entitled to recess the meeting until Union representation can be obtained before continuing on with any such disciplinary meeting or hearing.

7.7 Dismissal

All recommendations for dismissal (except for reduction in force) of a non-probationary Employee shall be initiated by or confirmed by the Chief of Police, or by either the Village President, or Village Board or designee. A copy of any such recommendation, along with the supporting allegations or reasons therefore, shall be submitted in writing to the non-probationary employee, along with a copy to the Union, before any such dismissal recommendation can take effect.

ARTICLE VIII – SENIORITY

8.1 Definition Of Seniority

Seniority shall be counted either from the employee's starting date as a non-sworn Police Department Employee or Civilian Employee. Seniority shall be used to determine the status of individual employees in matters of vacation and shift scheduling within the Police Department, reduction(s) in force, opportunities to work overtime, which has been, and as, approved by the Chief of Police or his or her designee, training opportunities, and such other matters that may arise from time to time and which may require a fair and equitable means of choosing one employee over another. However, in all cases, the seniority rights of full-time Employees covered by this Agreement who have successfully completed their probationary periods shall take precedence over any seniority rights deemed to be held by part-time Employees, temporary

Employees, retired Employees who have returned to work on a part-time, temporary or consulting basis, and any other employees who are not full-time non-sworn Police Department Employees or Civilian Employees. Seniority can be set aside for assignments where special training or qualifications are required.

8.2 Hiring Date Conflicts

In the event that more than one employee covered by this Agreement has the same date of hire as another, seniority of the employees involved therein shall be resolved based on date and time the employment application was submitted.

8.3 Seniority List

The Village agrees to prepare a Seniority List on an annual basis, not later than December 31st of each year, and to provide the Union with a copy of such list, which the Union may then post on its Union Bulletin Board. In the event of any errors or disputes over names or dates appearing on the Seniority List, the Union will call these matters to the attention of the Village Chief of Police or his or her designee as they arise and in writing. As new Employees are hired or as others leave the employ of the Village, their names shall be added to or removed from the Seniority List not later than 30 days from the date of such changes. The Village agrees to provide the Union with such updated Seniority Lists as such lists become available.

8.4 Probationary Period Seniority

All newly-hired non-sworn Police Department Employees shall be considered probationary and at-will employees, until such employee successfully completes a probationary period of twelve (12) months from the date of hire as a full-time Employee. Seniority among probationary non-sworn Police Department Employees shall not apply until after the employee has completed his or her 12-month probationary period, in which case such employee shall

then be deemed to have accrued one (1) year of seniority with the Village Police Department. All appropriate benefits, including ranking on the Police Department Seniority List, shall accrue to all covered employees who have completed 12 months of service to the Police Department.

8.5 Accrual And Non-Accrual Of Seniority

Seniority shall accrue on a continuous basis following the 12-month probationary period and shall be a determining factor in all such matters in which non-sworn Police Department Employees shall be deemed to have the right to choose. Seniority for full-time bargaining unit members will be separate from part-time bargaining unit members.

Seniority shall not accrue during any periods in which a non-sworn Police Department Employee is on an unpaid authorized leave of absence or on an unpaid disciplinary suspension in excess of thirty (30) days. However, seniority shall continue to accrue during any sick leave or disability leave that an employee may experience, provided that such leave or disability does not exceed twelve (12) months. After 12 months of continuous sick leave or continuous disability leave, an employee covered by this Agreement shall not continue to accrue seniority. However, any seniority such employee has accrued up to that point shall continue to be carried by the Village in that employee's name. Further, any employee who returns to work following extended sick leave(s) or extended disability leave(s) shall be entitled to claim and exercise all Village seniority he or she has accumulated up to the point that his or her seniority ceased to accrue and, upon his or her return to active duty, the seniority of such an employee shall once again continue to accrue.

Seniority shall be terminated whenever an employee resigns, is discharged for just cause, retires, or has been laid off during a reduction in force and not called back for one (1) year.

8.6 Seniority And Reduction In Force

The Village agrees that no non-probationary full-time bargaining unit member shall be laid off due to a reduction in force until after all part-time and temporary employees have been laid off or terminated. Further, if a reduction in force does become necessary, it shall be implemented following the principle of reverse seniority, meaning the last non-sworn full-time Police Department Employee hired shall be the first to be laid off or terminated.

Further, any non-sworn Employee covered by this Agreement who is removed from the force as a result of this procedure shall be subject to recall for a period of one (1) year before any new employees are hired by the Village to replace them.

8.7 Seniority And Vacation Scheduling

Wherever possible, vacation periods shall be selected and scheduled prior to December 31st of each year for any vacations that will be taken in the following year. Vacations shall generally be selected and scheduled based on seniority within the bargaining unit.

ARTICLE IX –EMPLOYMENT PRACTICES & PROCEDURES

9.1 Court Time Compensation

The Village agrees that all full-time non-sworn Police Department Employees will be compensated for Court appearances at the minimum rate of one (1) hour at that Employee's regular rate or overtime rate of pay (if applicable), while in an off duty status.

9.2 Call-In Compensation

The Village agrees that any full-time non-sworn Police Department Employee who is called in at least one (1) hour prior to the start of a regularly scheduled shift, or who is called in on what would otherwise be a regularly scheduled day off, shall be compensated for a minimum of one (1) hour, to be paid at the employee's normal rate or overtime rate of pay (if applicable).

9.3 Training Compensation Time

Full-time non-sworn Police Department Employees will be given a two (2) hour minimum at his or her regular rate of pay or overtime (if applicable) for any mandatory meetings or training. Compensation for attending these meetings shall only apply to those non-sworn Police Department employees while in an off-duty status. Any additional hours will be paid at time and a half, but will not be included in the 80 hours worked per pay period.

9.4 Residency Requirement

The members of the Bargaining Unit Employees of the Dixmoor Police Department and the Village agree to allow all Employees covered by this Agreement to live outside the limits of the Village.

9.5 Overtime Compensation

Employees covered by this Agreement may be required to work overtime in both emergency and non-emergency situations. In either case, overtime shall be duly authorized and approved by an Employee of at least supervisory rank, if not higher. Employees required to work overtime shall be compensated for such time at the rate of one and one-half (1.5) times the regular rate of pay. Overtime is herein defined as any work in excess of forty (40) hours in any one calendar week (Monday through Sunday).

Overtime shall be paid along with regular-time compensation in the

Employees' regularly scheduled paychecks.

9.6 Uniform Allowance

The Village will provide uniforms and equipment for a non-sworn Police Department Employee through a quartermaster system to only those employees in this unit who are required to wear a uniform on a daily basis. Requests for uniforms or equipment will be addressed in writing within ten (10) days after receiving a written request from any Employee and shall not exceed \$200.00 in a calendar year.

ARTICLE X – HOLIDAYS AND LEAVES

10.1 Holidays

There shall be eight (8) annual paid holidays for all full-time non-sworn Police Department Employees who work on the following holidays:

The Holidays

Are: New Year's

Day Martin Luther

King Memorial

Day

Independence

Day Labor Day

Thanksgiving

Day Christmas

Eve Christmas

Day

Full-time non-sworn Police Department Employees who work on a holiday will receive two (2) times their regular rate of pay.

Full-time non-sworn Police Department Employees whose regular scheduled day off falls on a holiday or those full-time Employees who choose to take the day off and it is approved by the Chief of Police, Village President or said official's designee, will be paid at the regular rate for that day.

10.2 Sick Leave

All full-time non-probationary bargaining unit members will receive eight (8) sick days per calendar year after one (1) year of service. Notice must be given to the employee's supervisor at least 2 hours prior to the start of shift. All sick days must be used in the calendar year issued or the days will be lost at the end of the year. Days must be used due to the illness of the Employee or for illness of his or her immediate family member who resides within the same household of the Employee.

10.3 Bereavement Leave

Up to two (2) days leave with pay shall be granted to full-time employees in the event of the death of an immediate family member residing in the Chicago Metro area. This leave is for the purpose of attending the funeral, which includes such related events as the wake or visitation, Shiva and the like. Immediate family members, for purposes of this section, shall be defined to mean a parent, spouse, child, brother, sister, mother-in-law, father-in-law and stepchildren. A one (1) day leave with pay shall be granted to full-time employees in the event of the death of a grandparent, grandchild, spouse's grandparents, brother-in-law and/or sister-in-law. For deaths of relatives that take place more than 250 miles from the Village of Dixmoor, the paid bereavement period shall be extended to three (3) days to allow for travel time. The Village further agrees that regular days off and vacation days shall not be counted as bereavement days. Days off are added after regular days off.

10.4 Jury Duty Leave

Any full-time non-sworn Police Department Employee covered by this

Agreement who is summoned and reports for jury duty shall be granted leave to fulfill such duty. The Village shall compensate any such Employee who is required to serve as a juror or participate in a criminal or civil Court proceeding at his or her regular rate of pay, assuming such Court or Court-related appearance takes place when the Employee would have otherwise been scheduled to work. Such Employee shall present written proof of such service to the Chief of Police or his or her designee. Any fees or expense reimbursements that are paid to such Employee for such duty shall, in turn, be paid by the Employee to the Village.

10.5 Military Leave

Any full time non-sworn Police Department Employee covered by this Agreement will be granted military leave in accordance with applicable State and Federal Law.

10.6 Parental Leave

The Village agrees that any full-time non-sworn Police Department Employee (male or female) covered by this Agreement who has completed two (2) years of service to the Village shall be eligible for an unpaid parental leave of absence. The time period of the leave of such absence shall commence with the birth of the child or, if medical circumstances dictate, up to three (3) months prior to the birth of the child, and may last as long as one (1) full year.

For the first twelve

(12) weeks of such leave, the Village shall make its employer contribution on the employee's behalf to the Dixmoor Comprehensive Insurance Plan. However, after that 12-week period, the employee may choose to make such payments himself or herself directly to the administrator of the Insurance Plan. Such leave shall entitle the employee to reinstatement, without loss of accumulated seniority, to the same or a similar position within the Village Police Department that the employee had held and had been working

immediately prior to going on parental leave. Nothing in this section shall be deemed to conflict with the Family Medical Leave Act. Female employees will receive up to (12) weeks of extended sick leave for the birth of child.

ARTICLE XI – VACATION LEAVE

11.1 Earned Paid Vacation Requirements

The Village agrees that all non-probationary full-time non-sworn Police Department Employees shall earn paid vacation time off according to the following schedule:

*After 1 st year	10 paid days off per year
*After 5th year	15 paid days off per year
*After 10th year	20 paid days off per year

After 19th years, such full-time Employees will receive 1 additional vacation day per year until 25 years.

Vacation days must be taken in the year in which they are earned or they will be lost. Approval of vacation time must be given to the Chief, Village President, or his or her designee for authorization no less than 30 days prior to requested time.

ARTICLE XII – HEALTH & WELFARE BENEFITS

12.1 Medical/Hospitalization/Life/Dental Insurance

The Village agrees that it shall provide an insurance program that provides all full-time bargaining unit members and their dependents with Health, Medical, Hospitalization, Life and Dental insurance, or such enhanced level of health insurance coverage that the parties to this Agreement may negotiate

and agree to. Such health coverage shall require that both the employer and the employees make regular insurance premium payments for doctor visits, hospital services, dental treatments, drugs and medications, life, and the full spectrum of services and coverage for short-term as well as long-term disabilities. The Village agrees to maintain and fund, in cooperation with covered Employees herein, this same level of health and term life insurance coverage/protection throughout the lifetime of this Agreement. Effective on June 1, 2013, a Term Life insurance policy in the amount of \$25,000 per covered non-probationary full-time employee will be issued and paid for by the Village.

Monthly employee contributions to the Dixmoor Comprehensive Health Insurance Plan, which is administered by the Village through Humana (or any other health insurance carrier chosen with the same benefits), shall be based on a ratio of seventy percent (70%) being paid by the Village for the employee's coverage and seventy percent (70%) for any excess cost of any family or dependent coverage, and thirty percent (30%) being paid by the employee for the employee's coverage and thirty percent (30%) for any excess cost of any family or dependent coverage, through the life of this Agreement.

Employee contributions to the insurance program will be deducted from the Employee's paychecks on a regular monthly basis throughout the lifetime of this Agreement. The employer may make changes to the insurance plans so long as plans provided remain substantially similar to those provided by the employer in the effective date of this Agreement.

ARTICLE XIII – BASE SALARY LEVELS & BONUSES

Base Salary Levels for the periods of time indicated are as the following:
POLICE TELECOMMUNICATORS

POLICE TELECOMMUNICATORS	Current	5/1/2016	5/1/2017	5/1/2018
		3%	2%	2%
<i>Supervisor</i> Starting	\$14.21	\$14.64	\$14.93	\$15.23

<i>Full-time Telecommunicators</i> Starting	\$12.02	\$12.38	\$12.63	\$12.88
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<i>Part-time Telecommunicators</i> Starting	\$10.93	\$11.26	\$11.48	\$11.71
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CIVILIAN EMPLOYEES		Current	5/1/2016	5/1/2017	5/1/2018
			3%	2%	2%
Clerk - CSO – VSA <i>Supervisor</i>	Starting	\$14.21	\$14.64	\$14.93	\$15.23
Clerk - CSO – VSA	Starting	\$9.02	\$10.00	\$10.00	\$10.00

ARTICLE XIV – MISCELLANEOUS WORKING CONDITIONS

14.1 Equipment Safety

The Village agrees that no unsafe or improperly maintained or non-functioning equipment shall be assigned to employees covered by this Agreement.

ARTICLE XV – SEVERABILITY

In the event that any Article, paragraph, section or sub-section of this Agreement shall be held to be invalid and unenforceable by the Illinois Labor Relations Board or any Court of competent jurisdiction, or by any change in any substantially-enacted Federal or State legislation which would prohibit or nullify any article, paragraph, section, sub- section or portion of this Agreement, such decision or enactment shall apply only to the specific article, paragraph, section, sub-section or portion thereof specified by the Labor Board or Court decision, or change in law, and the remaining parts or portions of this Agreement shall remain in full force and effect. In such event, the parties shall, upon request of either party, commence good faith bargaining over possible replacement language for the invalidated article, paragraph, section, sub-section or portion of this Agreement.

ARTICLE XVI – ENTIRE AGREEMENT

This Agreement constitutes the complete and entire Agreement between the parties. This Agreement supersedes and cancels all prior practices and Agreements, whether written or oral, which conflict with the express terms of this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements reached by the parties after the exercise of that right and opportunity are fully set forth in this Agreement.

Before making any changes in working conditions not contained in this Agreement which are mandatory topics of bargaining, the Village agrees it shall notify the Union of its intention to make the proposed changes. Upon such notification, and if requested by the Union, the Village shall meet with the Union and negotiate such changes before such changes are implemented.

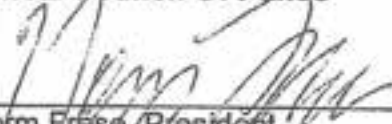
ARTICLE XVII – DURATION

This Agreement shall be effective on the date of its execution by both parties or as otherwise specifically indicated in this Agreement and shall remain in full force and effect through 11:59 p.m. on April 30, 2019.

This Agreement shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. Notice shall be given to the Village in care of the Village Clerk, at the Village Hall. Any notice shall be effective on the date of personal delivery, or three days after the date of postmark if mailed. In the event that such notice is given by either party, negotiations shall begin no later than sixty (60) days prior to the anniversary date, or as otherwise agreed to between the parties. This Agreement shall remain in full force and effect during the period of such negotiations, including any resulting mediation, and until notice of termination of this Agreement is provided to the other party. Should the parties arrive at an impasse during the period of negotiations, then the Employer and the Union shall resolve such impasse in accordance with the provisions of the Illinois Public Labor Relations Act, 5 ILCS 315/1 et seq.

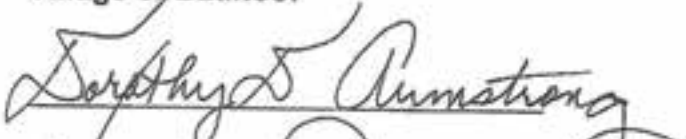
Agreed to, signed and entered into this 8TH day of MARCH 2017.

Illinois Council Of Police


Norm Freese, President

Chapter Representative

Village of Dixmoor


Village President

Contract Side Letter Of Agreement

Covering Dixmoor Dispatch Operators, Community Service Officers (CSOs), Administrative Records Clerk and Village Service Attendants (VSOs)


"For the period of May 1, 2016, through April 30, 2019, if the Village enters into a negotiated agreement with any other union for a bargaining unit that contains across-the-board wage increases greater than those set forth in this agreement, then upon demand by the Union (ICOPs), those wage increases agreed to by the Village will be applied to the members of this bargaining unit."

Agreed to, signed and entered into this 9th day of MARCH 2017.

Illinois Council Of Police

Village of Dixmoor


Norm Fries, President


Village President

Chapter Representative

