

# AGREEMENT

Between



ILLINOIS COUNCIL OF POLICE

And

VILLAGE OF DIXMOOR

Covering

DIXMOOR PART-TIME SWORN POLICE OFFICERS

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 the Collective Bargaining Agent for all persons employed part-time by the Village of Dixmoor in its Police Department in the following rank: Police Officer 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 part-time police officers, including uniformed patrol officers, non-uniformed detectives, evidence technicians, youth officers; narcotics officers and such other police job classifications as may be created by the Village from time to time.
- 1.2 Membership – As used herein, the term "Sworn Part-Time Police Officers" or "Officer(s)" shall refer to all those persons included in the Collective Bargaining Unit as described in the Preamble above.

## **ARTICLE II – VILLAGE MANAGEMENT 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 written reasonable 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 part-time Sworn Police Officers 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 Police Officers becoming full-time Sworn Police Officers.

#### **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 4.5.

#### **4.6 Union Representatives and Visitation**

The Village recognizes the right of the Union to elect, appoint, or otherwise name up to two (2) Dixmoor part-time sworn police officers as chapter representatives of the Union. The names of these two union representatives, along with their designated titles, shall be provided by the Union to both the Village's Chief of Police and to the 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 Dixmoor union chapter representatives or 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 or working 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 and specifically, to the Police Department, 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 that the Part-time Sworn Police Officer serving as Union Representative shall be able to participate in contract negotiations so long as the Village's Police Department operations and activities are not adversely affected.

## **ARTICLE V – DISCIPLINARY INVESTIGATION PROCEDURES**

### **5.1 Police Officers' Bill Of Rights**

The Village agrees to abide by the *Uniform Peace Officers' Disciplinary Act, (50 ILCS 725/ et, seq.)*, commonly known as the *Police Officers' Bill Of Rights*. In the event a part-time sworn police officer covered by this Agreement has reason to believe that the Village has violated the Uniform Peace Officers' Disciplinary Act, he or she will have the opportunity of filing a Grievance under the terms of this Agreement or, of separately filing an appropriate action in a court of law. The Village further agrees to abide by all applicable legal requirements under appropriate and applicable state and federal legislation concerning the right of employees to refuse to submit to oral or written investigatory interviews without union representation where the employee reasonably believes that such interviews might result in disciplinary action.

## **5.2 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 part-time sworn police officers covered by this Agreement.

## **5.3 Written Charges**

Immediately prior to commencing either an informal inquiry or a formal interrogation, any Dixmoor part-time sworn police officer or officers 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.

## **5.4 Officer's Written Statements & Reports**

Any part-time sworn police officer 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 the part-time sworn officer in question prepared, signed or submitted in connection with the matter being investigated.

## **5.5 No Media Exposure**

The Village agrees that no photos of any part-time sworn police officer 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.

## **5.6 No Compelled Testimony**

The Village agrees that no part-time police officer 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.

## **5.7 Investigation Time Limits**

All Village and/or Police Department investigations of Dixmoor part-time police officers 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 investigation(s) 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 part-time sworn police officer under investigation. However, the 90-day time limit may be extended on a day-for-day basis to reflect any days that the part-time sworn police officer under investigation was not working for reasons of absenteeism, vacation, sickness, disability, bereavement or other recognized reasons for absence.

# **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 member of the collective bargaining unit defined herein 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 a part-time sworn police officer is working except vacation periods or other days in which like bargaining unit members are excused from working.

## **6.3 Procedure**

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 level 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 by 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 FMCS 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 FMCS. 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 FMCS 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 part-time sworn police officer 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 Village Police Committee**

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 non-probationary part-time police officer covered by this Agreement, and which require adjudication by the Village Board of Trustees or its designee, shall not be

considered valid unless the accused part-time officer or officers 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 Village Board of Trustees or its designee.

### **7.3 Discipline; Charges; Suspension With Pay**

No non-probationary part-time sworn police officer 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 part-time sworn police officer 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. Other matters with regard to due process considerations as to charges filed against a non-probationary part-time sworn police officer shall be governed by 65ILCS5/10- 2.1-17.

### **7.4 Performance Evaluation & Discipline**

No part-time sworn police officer 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 sworn part-time police officer 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. No disciplinary action shall occur as the result of a given part-time sworn police officer's low score on a Performance Review.

### **7.5 Access To Personnel Files**

The Village will abide by the Illinois Records Review Act.

## **7.6 Disciplinary Sequence**

The typical disciplinary sequence for an employee covered by this Agreement shall 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 Village if, in the sole discretion of the Village Chief of Police and/or the Village Police Committee, 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 or Federal law, or for a violation of a 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 part-time sworn police officers 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 part-time sworn police officer 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 part-time sworn police officer shall be initiated by or confirmed by either the Village Chief of Police, or the Village President/Mayor. A copy of any such recommendation, along with the supporting allegations or reasons

therefore, shall be submitted in writing to the employee, with a copy to the Union, before any such dismissal recommendation can take effect.

Except when detrimental to the general welfare of the Village, any employee covered by this Agreement shall have the opportunity, prior to suspension or dismissal, to have Union representation at a conference with the Chief of Police or his designee and at that time, to have full opportunity to review the allegations or reasons for suspension or dismissal and to have ample opportunity to rebut such allegations or reasons.

## **ARTICLE VIII – SENIORITY**

### **8.1 Definition of Seniority**

Police Department seniority shall date from the employee's earliest date of continuous employment as a Dixmoor part-time sworn police officer. Police Department seniority shall be used to determine the status of individual police officers 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 part-time sworn police officers who have successfully completed their probationary periods shall take precedence over any seniority rights deemed to be held by part-time sworn officers during their probationary periods, temporary or auxiliary police officers, retired police officers who have returned to work on a part-time, temporary or consulting basis, and any other employees who are not Dixmoor part-time sworn police officers. 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 the 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 31<sup>st</sup> 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 part-time sworn police officers 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 part-time sworn police officers shall be considered probationary and at-will employees, until such officer successfully completes a probationary period of twelve (12) months starting from the date of hire as a part-time sworn police officer. Seniority among probationary police officers shall not apply until after the officer has completed his or her 12-month probationary period, in which case such officer 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 part-time sworn police officers shall be deemed to have the right to choose. Seniority shall not accrue during any periods in which a part-time sworn police officer is on an unpaid authorized leave of absence or on an unpaid disciplinary suspension in excess of thirty (30) days.

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 two (2) years.

#### **8.6 Seniority and Reduction In Force**

All non-probationary part-time sworn police officers in the employ of the Village as of the date of the signing of this Agreement shall be exempt from any reduction in force during the term of this Agreement. However, in the event that a reduction in the number of part-time sworn police officers becomes necessary due to a decrease in total Village revenues of at least thirty percent (30%) over two (2) consecutive quarters, or an increase in total Village expenses of at least thirty percent (30%) over the same period, the Village agrees that any such reduction in force shall apply only to those part-time sworn police officers hired after the date of the signing of this Agreement. Further, the Village agrees that no such part-time sworn police officer shall be laid off due to a reduction in force until after all part-time, temporary and/or auxiliary police officers have first been laid off or terminated. Additionally, if a reduction in force does become necessary, it shall be implemented following the principle of reverse seniority, meaning the last non-probationary part-time sworn police officer hired shall be the first to be laid off or terminated.

Further, any part-time sworn police officers removed from the force as a result of this procedure shall be subject to recall for a period of two (2) years before any new employees are hired by the Village to replace them.

#### **8.7 Seniority and Transfers**

The Village agrees that seniority will be one of the determining factors in allowing part-time sworn officers to put in their bids for transfers to other assignments or duties or positions that become available within the Police Department. Other factors that may be considered in weighing such bids may include education, training, prior experience and job performance. Whenever any such positions, duties or assignments become available, notice of such openings shall be posted in a conspicuous location within the Police Department, including on the Union Bulletin Board, and all part-time sworn police officers covered by this Agreement shall be eligible to bid on such openings. The final authority for filling such openings shall reside within the sole discretion of the Village Chief of Police or his designee and with the consent and approval of the Village Police Committee.

#### **8.8 Shift Scheduling and Days Off**

The part-time sworn police officers shall submit their shift requests to the Chief of Police or his designee no later than ten (10) days prior to the next work period. The Village and the Union agree that seniority, availability and qualifications shall be the determining factor in allowing officers to bid or otherwise select the shifts each will work. However, the Chief of Police shall have the final authority in these selections. No part-time sworn police officer will be ordered to work or hold over in conflict with his or her full-time employment.

#### **8.9 Seniority and Rescheduling (Trading) Of Shifts**

The Village agrees that regularly scheduled shifts and regularly scheduled days off may periodically and temporarily be voluntarily traded between individual part-time sworn officers without regard to seniority. In such instances, both part-time

sworn officers involved in a given shift trade must make a request to the Chief of Police or his designee in written form in advance of the starting time of the shift being traded. The request for the trade must be approved by the Chief of Police or his designee. Further, such voluntary shift rescheduling between part-time sworn police officers must be reciprocal so that the Village will not become obligated to compensate either Officer at an overtime rate, unless the original shift being traded was to have been an overtime shift and approved by the Chief of Police.

## **ARTICLE IX --EMPLOYMENT PRACTICES & PROCEDURES**

### **9.1 Court Time Compensation**

The Village agrees that all part-time sworn police officers will be compensated for Court appearances at the minimum rate of three (3) hours at that police officer'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 part-time sworn police officer 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 officer's normal rate or overtime rate of pay (if applicable).

### **9.3 Training Compensation Time**

A part-time sworn police officer will be given a two (2) hour minimum at his or her regular rate of pay or overtime rate (if applicable) for any mandatory meetings or training. Compensation for attending these meetings shall only apply to those part-time sworn police officers while in an off-duty status.

#### **9.4 Residency Requirement**

The members of the Bargaining Unit, i.e., covering full-time police officers and sergeants of the Dixmoor Police Department and the Village each agree to allow all police officers and sergeants to live outside the limits of the Village of Dixmoor.

#### **9.5 Overtime Compensation**

Part-time sworn police officers 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 officer of at least supervisory rank, if not higher. Officers 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 work week (Monday through Sunday). Overtime shall be paid to the officer(s) along with regular-time compensation in the officers' regularly scheduled paychecks.

#### **9.6 Uniform Allowance**

The Village will pay officers by July 1<sup>st</sup> each year for uniforms and equipment excluding weapons & gun belts with accessories using the scale below:

Under 500 hours per year - \$150.00 (January 1st – December 31st)

501 – 1000 hours per year - \$200.00 (January 1st – December 31st)

1001 – 1560 hours per year - \$300.00 (January 1st – December 31st)

An initial uniform will be provided by the Village for newly hired part-time officers, which shall consist of the following:

- Two (2) pair of pants
- Two (2) short sleeve uniform shirts
- Two (2) long sleeve uniform shirts
- One (1) pair of police uniform shoes/boots
- One (1) jacket
- One (1) sweater

One (1) protective body armor vest with cover

**9.7 Replacement/Repair of Personal Property**

The Village agrees to repair or replace as necessary a part-time sworn police officer's eye glasses, contact lenses, and prescription sunglasses if such are damaged or broken during the course of the officer's duties and while the officer is required to exert physical force or is attacked by another person. Incidents are to be documents in writing with the officers' immediate supervisor.

**9.8 Secondary Employment**

The Village agrees that all part-time sworn police officers covered by this Agreement who desire to take on secondary employment may do so, unless the selling of alcohol is the primary source of revenue of such employment. All secondary employment will be reported by the Officer to the Chief of Police or his designee for his information and approval. Work in law enforcement or security shall be accompanied by a Liability Release form. The Chief of Police shall have final approval on work in law enforcement or security. The use of uniforms or equipment by the Officer may be used only if approved by the Chief of Police.

**9.9 Rules, Regulations, Policies And Procedures**

The Village agrees that within a reasonable amount of time following the signing of this Agreement, the Chief of Police or his designee will prepare and post a master copy of all Village and Police Department Rules, Regulations, Policies and Procedures that pertain to police work and the specific duties of part-time sworn police officers. All part-time sworn police officers will sign a cover sheet indicating that he or she has read the posted materials. If any such officer requires a copy of the posted material, he or she may use the Department's copy machine for this purpose. It is understood that by posting copies of such written Rules, Regulations, Policies and Procedures that guide the officers' daily activities, that a higher level of professionalism in police work will be realized.

However, in the event that any existing Rule, Regulation, Policy or Procedure directly conflicts with the Articles or Sections of this Agreement, this Agreement shall take precedence over the existing Village Rules, Regulations, Policies and Procedures unless to do so would be in conflict with any Village ordinances and/or state or federal laws.

## **ARTICLE X – HOLIDAYS AND LEAVES**

### **10.1 Holidays**

There shall be eight (8) annual paid holidays for all part-time sworn police officers who work on the following holidays:

<b><u>The Holidays Are:</u></b>	<b><u>Rate of Pay</u></b>
New Year's Day	1.5
Martin Luther King	1.5
Memorial Day	1.5
Independence Day	1.5
Labor Day	1.5
Thanksgiving Day	1.5
Christmas Eve	1.5
Christmas Day	1.5

### **10.2 Military Leave**

Any part time sworn police officer covered by this Agreement will be granted military leave in accordance with applicable State and Federal Law.

## ARTICLE XI – BASE SALARY LEVELS & BONUSES

Base Salary Levels for the periods of time set forth below are as the following:

### **Part-time Police Officers**

Part-time sworn police officers covered under this Agreement who are assigned to specialty units, and/or as investigators/detectives or juvenile officer, will be paid an additional twenty-five cents (\$0.25) per hour in addition to their hourly rate of pay.

	CURRENT	5/1/2016	5/1/2017	5/1/2018
		3%	2%	2%
Part-Time Police Officers	\$12.40	\$12.77	\$13.03	\$13.29

## **ARTICLE XII – MISCELLANEOUS WORKING CONDITIONS**

### **12.1 Equipment Safety**

The Village agrees that no unsafe or improperly maintained or non-functioning equipment, including patrol cars, motorcycles, radios, Police Department-owned weapons, computers, lights, sirens and other equipment that is in regular use by the Police Department shall be assigned to any officers covered by this Agreement.

### **12.2 Drug Screening and Testing**

Where the Village has reasonable suspicion to believe that any part-time sworn police officer is (a) under the influence of, or is being affected by, the use of alcohol; or (b) has abused prescription medications or drugs; or (c) has used illegal drugs or substances, the Village shall have the right to require that part-time sworn police officer to submit to alcohol or drug testing as set forth in this Agreement.

### **12.3 Order to Submit to Testing**

Within thirty-six (36) hours of the time the part-time sworn police officer is ordered to testing as authorized by this Agreement, the Village shall provide the officer with a written notice setting forth the facts and inferences which form the reasonable suspicion basis of the order to test. Refusal to submit to such test may subject employee to discipline, including but not limited to dismissal, but the officer's taking of the test shall not be construed as a waiver of any objections or rights that he or she may possess.

### **12.4 Test to be Conducted**

In conducting the testing authorized by this Agreement, the Village shall:

- (a) Use only a clinical laboratory or hospital facility which is certified by the State of Illinois to perform drug and/or alcohol testing or use a

- (b) Confirm any blood, urine, or other sample that tests positive in initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.
- (c) Provide the officer tested with an opportunity to have the additional blood, urine, or other sample tested by a clinical laboratory or hospital facility of the officer's choosing, at the officer's own expense; provided the officer notifies the Village within seventy-two (72) hours of receiving the results of the test.
- (d) Require that the laboratory or hospital facility report to the Village that a blood, urine, or other sample is positive only if both the initial screening and confirmation test are positive. The parties agree that should any information concerning such testing or the results thereof be obtained by the Village inconsistent with the understandings expressed herein (e.g., billings for testing that reveal the nature or number of tests administered), the Village will not use such information in any manner or form adverse to the officer's interests.
- (e) Require that with regard to alcohol testing, for the purpose of determining whether the officer is under the influence of alcohol, test results showing an alcohol concentration of .020 or more based upon the grams of alcohol per 100 millimeters of blood be considered positive (NOTE: The foregoing standard shall not preclude the Village from attempting to show that test results between .000 and .019 demonstrate that the officer was under the influence, but the Village shall bear the burden of proof in such cases).

- (f) Provide each officer tested with a copy of all information and reports received by the Village in connection with the testing and the results.
- (g) Insure that no officer is the subject of any adverse employment action except emergency temporary reassignment or relief of duty during the pendency of any testing procedure.

## **12.5 Voluntary Request for Assistance**

The Village shall take no adverse employment action against any part-time sworn police officer who voluntarily seeks treatment, counseling, or other support for an alcohol or drug related problem not involving or related to criminal activity because of the officer's voluntary actions, other than that the Village may require reassignment of the officer with pay if he is unfit for duty in his current assignment. The foregoing is conditioned upon:

- (h) The officer was not under investigation for illegal drug use or abuse of alcohol, or in such a circumstance that such investigation was imminent.
- (i) The officer's agreement to undergo all appropriate treatment as determined by the physician(s) involved.
- (j) The officer discontinues his use of illegal drugs or abuse of alcohol as determined by the physician(s) involved.
- (k) The officer completes the course of treatment and aftercare prescribed by the attending medical authority(s), including an "after-care" group for a period of up to twelve (12) months.
- (l) The officer agrees to submit to suspicion less testing during hours of work during the proscribed period of treatment and aftercare discussed in (d) above.

Part-time sworn police officers who do not agree to or act in accordance with the foregoing, or for whom there exists independent evidence of improper activity, shall be subject to discipline, up to and including discharge. This Article shall not be construed as an obligation on the part of the Village to retain a part-time sworn police officer on active status throughout the period of rehabilitation if it is

appropriately determined by the attending medical authority(s) that the officer's current use of alcohol or drugs prevents such officer from performing the duties of a police officer or whose continuance on active status would constitute a direct threat to the property and safety of others. Such officer shall be afforded the opportunity, at his option, to use accumulated paid leave or take an unpaid leave of absence pending completion of treatment.

This drug testing/screening procedure will be performed at Ingalls Hospital in Harvey, Cook County, Illinois. The Chief of Police may mandate periodic drug screening/testing of those part-time sworn police officers assigned to any specialized units of the Village's Police Department.

#### **12.6 No Illegal Quotas**

Neither the Village nor the Police Department Administration shall make, codify, or attempt to impose any illegal quotas concerning minimum numbers of arrests or minimum numbers of traffic citations on any officer or group of officers covered by this Agreement. Further, any such minimum performance standards or quotas that may have been in effect shall immediately be discontinued upon the signing of this Agreement. Nevertheless, the Union and the part-time sworn police officers covered by this Agreement are committed to doing everything in their power to make the Village of Dixmoor as free of criminal activity and as free of traffic problems as is humanly possible.

### **ARTICLE XIII – 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 XIV – 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.

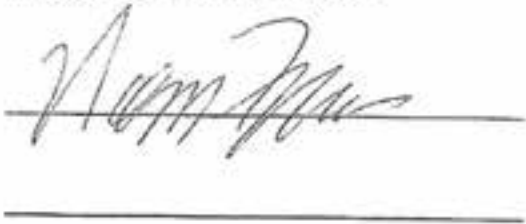
Before making any changes in working conditions not contained in this Agreement which are mandatory topics of bargaining, the Village agrees it shall notify the Union of its intention to make the proposed changes. Upon such notification and if requested by the Union, the Village shall meet with the Union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

## ARTICLE XVI – DURATION

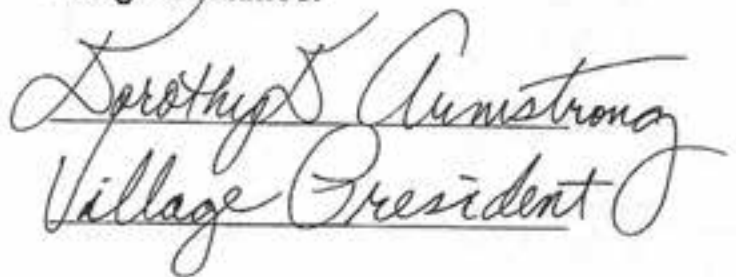
This Agreement shall be effective on the date of its execution by both parties or as otherwise specifically indicated in this Agreement and shall remain in full force and effect through 11:59 p.m. on April 30, 2019. This Agreement shall remain in full force and effect during the period of negotiations until such time as it is replaced by any subsequent Agreement.

Agreed to, signed and entered into this 9<sup>TH</sup> day of MARCH 2017

**Illinois Council Of Police**

  
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**Village of Dixmoor**

  
Village President

# Contract Side Letter Of Agreement

## Covering Dixmoor Part-Time Police Officers

"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 Preser, President

Chapter Representative

  
Village President

