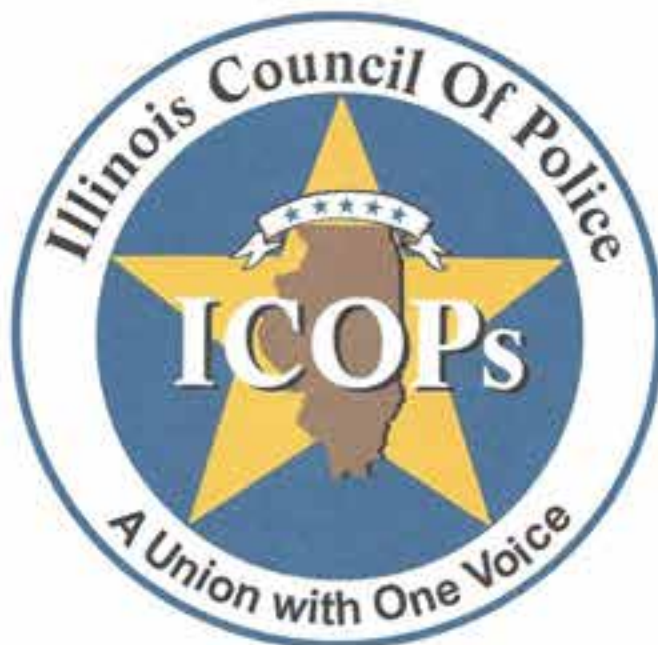


AGREEMENT



Between

Illinois Council of Police

and

Village of Elburn, Illinois

Covering

**Elburn Full-Time Police Officers
And Sergeants**

May 1, 2019 through April 30, 2023

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INTRODUCTION

This Agreement is voluntarily entered into by and between the Mayor and the Board of Trustees of the Village of Elburn, 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 Elburn 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 Police Officers and Sergeants below the rank of Chief 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, working conditions and benefits, and orderly and expeditious Grievance Procedure, all as set forth herein, the parties therefore agree to the following:

ARTICLE I – RECOGNITION

- 1.1 As certified by the Illinois Labor Relations board, the Village recognizes the Union as the sole and exclusive bargaining representative for employees within the following collective bargaining unit:

INCLUDED: All full-time Village of Elburn Sworn Police officers holding the rank of patrol officer and sergeant.

EXCLUDED: All other Village of Elburn Police officers, all confidential, managerial, and supervisory employees, as defined by the Illinois Public Sector Labor Relations Act, and all other persons employed by the Village of Elburn.

- 1.2 Membership – As used herein, the term "Police Officer" shall refer to all those Persons included in the Collective Bargaining Unit described above.

ARTICLE II – MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage, supervise and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, services and missions of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish specialty positions; to assign overtime; to contract out for goods and services; to determine the methods, means, organization and number of personnel by which

such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders, policies and procedures; to evaluate employees; to discipline, suspend and discharge non-probationary employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities or to introduce new ones; to determine training needs and assign employees to training; to determine work hours (shift hours); to determine internal investigation procedures; to take any and all actions as may be necessary to carry out the mission of the Village and the Police Department during an event of civil emergency as may be declared by the Village President, Police Chief, or their authorized designees. It is the sole discretion of the Village President to determine that civil emergency conditions exist which may include, but not be limited to riots, civil disorders, tornado conditions, floods or other catastrophes. In the event of such emergency action, the provisions of this Agreement, other than compensation provisions, may be suspended, if necessary, provided that all provisions of the Agreement shall be immediately reinstated once the disaster or emergency condition ceases to exist.

ARTICLE III – NO STRIKES, NO LOCKOUTS

3.1 No Strike Clause,

Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in or condone any strike, sympathy strike, slowdown, sit down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies of work to the rule situation, threat of mass resignations, mass absenteeism, picketing (for or against the Village), at any time in the uniform of the Village, any other intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be disciplined by the Village. Each employee who holds the position of officer of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

3.2 No Lockout

The Village will not lock out any employee during the term of this Agreement as a result of a labor dispute with the Chapter.

3.3 Judicial Restraint

Nothing contained herein shall preclude the Village or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

3.4 Discipline of Strikers

Any officer who violates the provisions of Section 4.1 of this Article shall be subject to disciplinary action. Any action taken by the Employer against any

officer who participates in any action prohibited by Section 4.1 above shall not be considered as a violation of this Agreement and any dispute filed under this Article is limited to the issue of whether the employee violated this Article.

ARTICLE IV – UNION-VILLAGE RELATIONS

4.1 Bulletin Board

A Union Bulletin Board of reasonable size shall be available for use in an area of the Police Department 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 offices of the Union).

4.2 Public Information

The Village shall make available to the Union, upon written request, normal and usual 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) working days, wherever possible, following a written request of the Union. If unable to provide such materials within ten (10) working days, the Village shall advise the Union of its need for additional time and the Union agrees that, within reason, additional time may be granted. The Village shall not be obligated hereunder to research or compile data 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 race, creed, color, national origin, sex, or physical or emotional disability as defined by the Americans with Disabilities Act, or Union activities.

4.4 New Employees

The Village agrees to notify the designated Union representative of the hiring of all Sworn Police Officers whose job classifications are covered by this Agreement within ten (10) working days of the date of hire.

4.5 Dues Check off

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 the member. Union Dues shall be deducted from the salaries of employees and transmitted to the Union on the same schedule (bi-weekly) that the Village normally pays its Police Department employees.

4.6 Union Representatives and Visitation

The Village recognizes the right of the Union to elect, appoint, or otherwise name up to two (2) Elburn Police Officers as Chapter representatives of the Union. The names of these Union representatives, along with their designated titles shall be provided to the Elburn Chief of Police or his designee immediately upon the conclusion of the negotiation of this Agreement, or at such other time as the identities of the Elburn Chapter Officers becomes known. Any subsequent changes in the names or titles of these Union representatives shall also be provided to the Chief of Police or his designee as such changes occur.

These 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 working hours except with the permission of the Chief of Police or his designee 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. The designated Union representatives will not be paid overtime compensation for any time spent handling grievances, bargaining or attending to any Union business.

Also, the Village 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 under which Union members are working. Such visits by Union headquarters representatives shall be conducted during the regular shifts that Union members are working and also, appropriate notice shall be made to the Chief of Police or his designee whenever such visits are to be made. Such visits shall not interfere with normal Police Department functions.

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 725/1), commonly known as the Police Officers' Bill Of Rights. In the event a 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, separately, filing an action in a court of law. The Uniform Peace Officers' Disciplinary Act is hereby incorporated by reference and attached to this Agreement as Appendix A.

Nothing in this section is intended to or should be construed to waive employees' right to Union representation during questioning that the employees reasonably believe may lead to discipline. Employees shall have such rights as set forth in the United States Supreme Court decision in *NLRB v. Weingarten*, 420 U.S. 251 (1975) and *Department of Central Management Services and Corrections (Morgan)* decision 1 PERI par. 2020 (ISLRB, 1986).

5.2 No Media Exposure

The Village agrees that no press releases or photos of any 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.

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 of any misinterpretation of misapplication of the terms of this Agreement. Any Grievance filed under the terms of this Article must be initiated not later than ten (10) calendar days or, if the Grievance describes an ongoing situation, it must be filed not later than ten (10) calendar days after the underlying situation becomes known to either the Union or the member or members who file the Grievance.

6.2 Definitions

- (1) GRIEVANCE shall mean an allegation by the Union or by an affected employee that there has been a violation, misinterpretation or misapplication of any provision of the Agreement.
- (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. Overtime compensation will not be paid for attendance at any grievance meeting or hearing.
- (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 elsewhere in this Article will act as a bar to any further appeal within 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. Time limits, may, however, be extended by written agreement.

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. The filing of the formal written Grievance at this step must be within ten (10) calendar days of the date of the occurrence giving rise to the Grievance or from the date when the Grievant might reasonably have become aware of the incident or situation that results in the filing of the Grievance. Upon receipt of the formal written Grievance, the Chief will arrange for a meeting to be held within ten (10) calendar days to review the Grievance. The formal Grievance shall clearly identify all Grievants, summarize all relevant facts, identify all provisions of the Agreement allegedly violated, and describe the remedy which is requested. 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 ten (10) calendar days of the meeting. The answer shall include the reasons for any decision contained in the Village's response to the Grievance.

STEP 2. If the Grievance is not resolved at the preceding step, the Union and/or Grievant may refer it to the Mayor or his designee by filing the same in writing within ten (10) calendar days of receipt of the answer from the previous level. The Village representative will arrange for a meeting to be held within ten (10) calendar days of such referral to review the Grievance. Each party shall have the right to include in its presentation such witnesses as it deems necessary to develop facts pertinent to the Grievance. A written answer, including reason(s), shall be provided to the Grievant (with a copy to the Union if the Union is not the Grievant) within ten (10) calendar days of the meeting provided for in this paragraph.

STEP 3. If the Grievance is not resolved at the Mayor's level, the Union may submit it to binding arbitration, provided written notice indicating such is filed with the Mayor's office within ten (10) calendar days of the answer rendered by the Mayor's office, or if no answer is filed, within ten (10) calendar days of the last day on which such answer was due. The Union shall promptly request the American Arbitration Association 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 American Arbitration Association.

The fees and expenses of the Arbitrator and the American Arbitration Association shall be shared equally by the Village and the Union. The parties likewise shall share the expenses of any transcript(s) which they may jointly request, but all other expenses which may be incurred by either party shall be borne by that party.

The Arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The Arbitrator shall consider and decide any question or fact as to whether or not there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The Arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at Step 2. The Arbitrator shall have no authority to make

a decision on any issue not so submitted or raised. The Arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws or of rules and regulations of administrative bodies that have the force and effect of law. The Arbitrator shall not, in any way, limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this section shall be final and binding upon the Village, the Union and the employees.

6.4 Time Limit for Filing

No Grievance shall be entertained or processed unless it is submitted in Step 1 within the specified time limits after the occurrence of the event giving rise to the Grievance or within the specified time limits after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the Grievance.

If the Grievance is not presented within the specified time limits contained in this Article, it shall be considered waived. If the Grievance is not appealed to the next step within the specified time limits contained in this Article or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer. If the Village does not answer a Grievance or an appeal thereof within the specified time limits outlined in this Article, the aggrieved employee may elect to treat that Grievance as denied at that step and immediately appeal the Grievance to the next step.

ARTICLE VII – DISCIPLINE AND DISMISSAL

7.1 Employee Security

Police officers covered by the terms of this Agreement shall not be suspended or discharged except for just cause. The Village shall ordinarily follow the tenets of progressive discipline unless the facts and circumstances of the case require otherwise.

7.2 Access To Personnel Files

Personnel files kept by the Village on all full-time sworn Police Officers shall be made available pursuant to the terms of the Illinois Personnel Record Review Act, *820 ILCS 40/1 et seq.* or as may be otherwise required by law or court order.

7.3 Disciplinary Sequence

The typical disciplinary sequence for any employee covered by this Agreement shall be: (1) Verbal Warning; (2) Written Warning, with a copy to the employee's personnel file; (3) Suspension; (4) Dismissal. Disciplinary action, up to and including termination of employment, shall be for a violation of a Village ordinance, or County or State or Federal law, or for a violation of Police

Department policy or rules and regulations, so long as such rules and regulations have previously been reduced to writing and distributed to, posted or otherwise made available to all Elburn 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 procedure depending on the circumstances and severity of the offense.

Any Elburn 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 with any such disciplinary meeting.

7.4 Disciplinary Authority

The Chief of Police shall have the authority to impose all discipline provided for in Article VII, Section 3 above. Police officers may choose to grieve suspensions, demotions and termination by following the grievance process outlined in Article VI or follow the process outlined in the Board of Police Commissioners Act, 65 ILCS 5/10-2.1-1. The officer involved shall make such election within five (5) days of receiving notice of intended discipline. Once the election is made, the Police officer shall have no ability or option to use the procedure not chosen. Oral and Written Reprimands shall not be subject to the terms of the grievance process or the Board of Police Commissioners.

ARTICLE VIII – SENIORITY

8.1 Definition Of Seniority

The Village and the Union recognize that there may exist two (2) levels of seniority for a given employee. Any Police Officer covered by this Agreement who was employed by the Village in any capacity other than Police Officer, on either a part-time or full-time basis, shall be entitled to a Village level of seniority which shall be computed from the employee's original date of hire. The primary purpose for maintaining a Village level of seniority shall be for the determination of pension eligibility.

The Police Department level of seniority shall apply to all Elburn Police Officers whose original date of hire was as a full-time Police Officer or, to those Elburn employees who transferred into the Police Department from some other Village employment capacity. In either case, Police Department seniority shall date from the employee's earliest date of continuous employment as a full-time Elburn Police Officer. Only service as a full-time Elburn Police Officer shall count as creditable service for police pension purposes. Police officers with prior full-time police service in another department may transfer that creditable service according to the terms of the Illinois Police Pension Code.

Police Department seniority shall be used to determine the status of individual Police Officers in matters of vacation and shift scheduling, transfers or promotions within the Police Department, reduction in force, opportunities to work overtime, opportunities to bid for specific shift assignments, 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 Elburn Police Officers who have successfully completed their probationary periods shall take precedence over any seniority rights deemed to be held by part-time Officers, temporary Officers, retired Officers who have returned to work on a part-time, temporary or consulting basis, and any other employees who are not Elburn Police Officers.

8.2 Hiring Date Conflicts

In the event that more than one employee covered by this Agreement has the same date of hire, seniority of the employees involved shall be resolved based on the order in which their names first appeared on the Village and/or Police Department eligibility list, with the earliest name appearing on the list being the most senior Officer. Or, if the ranking of employees on an eligibility list shall not conclusively establish seniority, the dates that original Police Department applications were received shall be used for such purpose

8.3 Probationary Period Seniority

All newly-hired certified Sworn Police Officers shall be considered probationary employees until they successfully complete a probationary period of twelve (12) months from the date of hire. All newly-hired uncertified Sworn Police Officers shall be considered probationary employees until they successfully complete a probationary period of eighteen (18) months from the date of hire. Seniority among probationary Officers shall not apply until after they complete their probationary period, in which case they shall then be deemed to have accrued twelve (12) months of seniority for certified officers and eighteen (18) for uncertified officers with the Police Department. The Chief of Police may extend a given employee's probationary period for one (1) time for a three (3) month period for certified officers or six (6) months for an uncertified officers, if, at the Chief's discretion, that employee requires additional time to qualify as a Elburn Police Officer.

However, all appropriate benefits, including ranking on the Police Department Seniority List, shall accrue to all covered employees who have completed twelve (12) months of service, for a certified police officer and eighteen (18) months for an uncertified police officer to the Police Department, whether or not their probationary periods have been extended.

8.4 Accrual And Non-Accrual Of Seniority

Seniority shall accrue on a continuous basis following the twelve (12) month probationary period and shall be a determining factor in all such matters in which Officers shall be deemed to have the right to choose.

Seniority shall not accrue during any periods in which an Officer is on an unpaid authorized leave of absence or 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 does not exceed twelve (12) months. After twelve (12) months of continuous sick leave or continuous disability leave, employees shall not continue to accrue seniority. However, any seniority such employees have accrued up to that point shall continue to be carried by the Village in their names. Further, any employees who return to work as Police Officers following extended sick leaves or extended disability leaves shall be entitled to claim and exercise all Police Department seniority they have accumulated up to the point that their seniority ceased to accrue and, upon their return to active duty, the seniority of such employees shall once again continue to accrue.

Seniority shall be terminated whenever an employee resigns, is discharged for cause, retires, or has been laid off during a reduction in force and not called back for two (2) years.

8.5 Layoff and Recall

The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined the layoffs are necessary, employees will be laid off in reverse seniority order, and mimicking *65 ILCS 5/10-2.1-18* after all part-time police department employees have been laid off. Except in an emergency, no layoff will occur without at least thirty (30) calendar days notification to the Chapter and to all affected employees. The Village agrees to consult the Chapter, upon request, and afford the Chapter an opportunity to propose alternatives to the layoff, though such consultation shall not be used to delay the layoff.

Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training.

Employees who are eligible for recall shall be given thirty (30) calendar days' notice of recall. Notice of recall shall be sent to the employee by certified mail, return receipt requested, with a copy to the Chapter. The employee must notify the Police Chief or his designee of his intention to return to work within seven (7) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Police Chief or his designee with his latest mailing address. If an employee fails to respond in the allotted seven (7) days to a recall notice, his name shall be removed from the recall list.

8.6 Seniority And Vacation Scheduling

Vacation periods shall be selected and scheduled in the same manner as in the past, for the life of this Agreement. Vacations shall be selected and scheduled based on seniority and the bargaining unit shall settle any conflicts pertaining to seniority pursuant to this Article VIII §2 entitled "Hiring Date Conflict".

8.7 Seniority, Shift Scheduling and Days Off

The Village agrees that seniority will be one of the determining factors in allowing Officers to bid on or otherwise select the shifts they will work and the days they will be off. The final authority for making such determinations shall reside with the Chief of Police or his designee and shall reflect the overall staffing needs of the Department. An Officer/Sergeant cannot pick the same shift two consecutive years in a row.

8.8 Seniority and Overtime

Scheduled overtime assignments shall be based on Police Department seniority meaning Officers will be offered overtime starting with the most senior officer then down to the most junior Officer, except if a particular level of training or expertise is required for a particular overtime assignment or detail that assignment may be granted to an Officer of lesser seniority. Should all Officers decline the overtime; Officers will then be ordered in reverse seniority, starting with the most junior officer. Unscheduled overtime also shall be based on seniority as described above and, in instances where all available Officers have comparable levels of training and expertise, the unscheduled overtime shall first be offered to the most senior Officer available.

8.9 Seniority and Rescheduling (Trading) Of Shifts

The Village agrees that regularly scheduled shifts and regularly scheduled days off may periodically be voluntarily traded between individual Officers without regard to seniority. In such instances, both Officers involved in a given shift trade must notify the Chief of Police or his designee in writing and receive the approval of the Chief or his designee at least seventy-two (72) hours in advance of the starting time of the shift being traded. Also, such voluntary shift rescheduling must be reciprocal so that the Village will not be obligated to compensate either Officer at an overtime rate, whether by pay or compensatory time, unless the original shift being traded was to have been an overtime shift. Nothing in this Article shall prevent an officer from reciprocating by transferring Compensatory Time in lieu of working.

Shift and day off trades may only be done with persons of a like rank.

ARTICLE IX –EMPLOYMENT PRACTICES & PROCEDURES

9.1 Court Time Compensation

The Village agrees that all Police Officers will be compensated for Court appearances at the minimum rate of two (2) hours at the rate of one and one-half (1½) times the regular rate of pay if such appearance is scheduled at a time that the Officer would not normally be working. If the Court appearance is scheduled for a time when the Officer works a full shift on the same day, either before or after the Court appearance, the two (2) hours at the rate of one and one-half (1 ½) times the regular hourly rate of pay shall be paid to him or her providing it is not during his or her regularly scheduled shift. For example, if an Officer works third shift and has a Court appearance at 1:30 p.m., and the Court appearance ends before the regular third shift starting time, that Officer will be paid for two (2) hours. If the Court time runs past the Officer's scheduled shift starting time that Officer's compensation shall begin with the start of the Court call and shall continue uninterrupted through the Officer's scheduled shift at the normal rate of pay.

For Court appearances that occur during an Officer's regularly scheduled shift, there shall be no additional compensation. Also, an Officer will be paid for only one two (2) hour minimum block of Court time per day. For example, if an Officer has a 9:00 a.m. Court call on a day that he or she would not otherwise be working, and if that Officer must return for a 1:30 p.m. Court call, he or she will be paid for two (2) hours for the morning Court call and on an hour-for-hour basis for the afternoon Court call at the rate of one and one-half (1½) the regular hourly rate of pay.

9.2 Call-In Compensation

The Village agrees that any Officer who is called in 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 the actual time spent prior to the start of the shift or the time worked on the otherwise regularly scheduled day off. If the officer is called back or in to work because of an error that requires immediate correction made by the officer, there shall be no call-in compensation.

9.3 Residency Requirement

The parties to this Agreement agree that in order to work as a Elburn Police Officer, all current and future Officers employed by the Village of Elburn throughout the lifetime of this Agreement, must live within forty (40) miles of the location of the Elburn Police facility. If any Village Ordinance exists or is implemented during the lifetime of this Agreement that conflicts with this section, this section shall take precedence over any conflicting Village Ordinance.

9.4 Uniform Allowance

The Village of Elburn will provide all newly hired full-time officers with a full set of uniform clothing, and necessary equipment, not to include personal

firearms, prior to their first patrol shift, or their first day of attendance at a certified police academy.

Thereafter, the Village of Elburn will make an annual (fiscal year basis) uniform allowance of Seven Hundred Dollars (\$700.00) available to all full time officers. Effective May 1, 2021, the uniform allowance shall be increased to Seven Hundred Fifty Dollars (\$750.00) per year. This allowance will be for the purchase of uniforms and police related equipment, and can include firearms if approved by the Chief of Police and the purchase of firearms does not deplete the uniform allowance to the detriment of the appearance of the officer.

See Exhibit "B" for the list of approved uniform items.

All full-time officers will be required to keep their uniforms clean and in good condition at all times.

The Elburn Police Department participates in the federal Bullet Proof Vest Partnership Program. Once provided with a body armor vest, the Officer must wear the vest while on patrol related duty.

Officer's personal items (watch, prescription eyeglasses, Jewelry, etc.) that are damaged while on duty will be replaced by the Village. The replacement cost of these personal items shall not exceed one hundred dollars (\$100.00). The Village shall not be responsible for the repair or replacement of the Officer's personal cell phone or other electronic items.

The Village will also provide retired Officers with one (1) identification card and retirement star upon their retirement.

9.5 Shift Schedule

Police Officers and Sergeants covered in this Agreement will work eight (8) hour shifts. The shift times will be 7:00 a.m. to 3:00 p.m., 3:00 p.m. to 11:00 p.m. and 11:00 p.m. to 7:00 a.m. The Chief of Police or designee, may at their discretion, after January 1, 2020, adjust the start and end time of the shifts. If a shift change is required by either party it will be negotiated. Police Officers may not switch shifts or assignments, other than through the trade procedures outlined in Article VIII §9, once the schedule has been posted.

9.6 Overtime Compensation and Compensatory Time

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 the Chief of Police or his designee. Officers required to work overtime shall be compensated for such time at the rate of one and one-half (1 ½) times the regular hourly rate of pay. Overtime is defined as all hours, "hours worked", in excess of forty (40) hours in any one pay period (including the Officer's required days off and benefit time off shall be counted as time worked).

All Village sponsored details such as "Elburn Days" will be paid at a rate as negotiated by the Village with the entity requesting the detail. Such rate shall be equivalent to at least the minimum overtime rate. Nothing in this section shall conflict with the holiday overtime rate described in Article X of this Agreement.

The combination of required overtime hours and regular-time hours shall not exceed sixteen (16) in any twenty-four (24) hour period for any given Officer unless an extreme circumstance arises. Also, no Officer shall be required to work sixteen (16) hours per day in any two (2) day period and no Officer shall be required to work more than two (2) sixteen (16) hour days in any standard workweek. Nothing in this paragraph shall prevent an Officer from working more hours if the Officer agrees.

Overtime shall be paid along with regular-time compensation in the Officers' regularly scheduled paychecks, unless individual Officers elect to receive their overtime pay in the form of compensatory time. Compensatory time, which shall be earned at overtime rates, shall be granted to Police Officers who indicate to the Chief of Police or his designee that they choose such compensatory time in lieu of actual payment in their paychecks. Compensatory time may be used for time off on an hour-for-hour basis, and may be taken in increments as small as one hour. Officers who have earned compensatory time will be required to notify the Chief of Police or his designee in writing (on a form to be provided by the Department) at least twenty-four (24) hours in advance, if possible, of their intentions to claim such time off. The use and scheduling of compensatory time shall only be done in a manner which will not result in the Village incurring overtime for the coverage of the time taken.

Compensatory time may be accumulated up to a maximum of eighty (80) hours per fiscal year. The Chief or his designee will keep accurate records of how much compensatory time is in each Officer's account. Account balance information will be made available to individual Officers who request such data during time periods established by the Chief or his designee or, if the Village finds it possible and economically feasible to do so, compensatory time balances shall be expressed on the paycheck stubs of individual Officers on a regular basis. Remaining unused in each Officer's account on April 15th of each year shall be paid out on April 30th of each year at the Officer's then-existing rate of pay and, upon a given Officer's unpaid leave of absence, termination, retirement, permanent disability or death, any accumulated compensatory time shall be paid to the Officer or his or her survivors at the then-prevailing hourly rate of pay. Upon retirement, individual Officers may choose to take their accumulated compensatory time in the form of a lump-sum payment or paid time off or a combination of both.

Compensatory time may not be used until such time is earned and placed on the books.

9.7 Secondary Employment

The Village agrees that all Police Officers covered by this Agreement who desire to take on secondary employment may do so upon approval of the Chief of Police or his designee which shall not be unreasonably withheld. Prior to accepting secondary employment, the officer shall submit a request to the Chief of Police or his designee for approval. It shall state, among other information, the name of the secondary employer, a contact person, the nature of the secondary employment and the expected days and hours of work per week. At no time may an officer be employed in secondary employment which will conflict with his ability to serve the Village of Elburn.

ARTICLE X – HOLIDAYS AND LEAVES

10.1 Holidays

The Village agrees that all bargaining unit members shall receive twelve (12) annual paid holidays. An Officer shall be paid eight (8) hours of pay at the Officer's regular rate of pay for each of the holidays listed below during the pay period in which the holidays falls. Officers who work on any of the holidays listed will be paid at the rate of one and one half (1 ½) times their regular rate of pay. Any Officer called in on a holiday will receive two and one half (2 ½) times their regular rate of pay for each hour worked, with a minimum of four (4) hours. Any overtime worked beyond the normal duty hours on a Holiday, will be paid at the Holiday rate of pay (1 ½).

The Holidays are:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Thanksgiving Day
Spring Holiday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day

10.2 Personal Leave Days

Upon completion of the first year of service to the Village and the Department, the Village agrees that all Police Officers shall receive three (3) paid personal leave days per year. These days can be taken at the discretion of the Officer for personal business.

A twenty-four (24) hour notice shall be made to the appropriate supervisor by the Officer requesting to take a paid personal leave day. Also, the Village agrees that paid personal leave days may be used in conjunction with regularly scheduled days off, vacation days or on any other scheduled on duty day. Personal Leave Days must be used in the calendar year in which they are earned.

10.3 Sick Leave

The Village agrees to provide all Police Officers with twelve (12) paid sick leave days per calendar year. Officers may use sick leave for an absence due to his or her own illness, injury or that of a spouse, child or parent. The Police Chief or his designee may order an officer who appears to be too ill to work to leave work and count the time as Sick Leave. Sick Leave days can be used in minimum increments of one-half day. Officers will not be eligible for sick leave during the first (6) months of employment.

Paid sick leave days may be rolled over to the following year and each year thereafter, and may be accumulated up to a maximum of one hundred sixty (160) days during an Officer's Career. Upon retirement, any accumulated sick leave days will be paid out on a day for day basis at the then State of Illinois minimum wage rate. Officers requesting a sick leave day will make notification to the appropriate supervisor no later than one (1) hour before the start of the Officer's regularly scheduled shift, unless an emergency occurs that prevents the Officer from complying with the one (1) hour notice requirement. An Officer using three (3) or more consecutive sick leave days, or if the Chief of Police reasonably suspects that an officer is engaging in sick leave abuse, that officer may be required to present verification of illness from a medical doctor or medical facility and that time necessary to obtain the verification shall be considered sick time. Officers may donate up to three (3) sick days per year to another officer should that officer suffer from an accident or illness which causes him or her to exhaust their sick leave bank.

10.4 Bereavement Leave

Up to three (3) days leave with pay shall be granted in the event of the death of an immediate family member. This leave is for the purpose of attending the funeral, which includes such related events as the wake or visitation, Shiva, memorial services, and the like. Immediate family members, for purposes of this section, shall be interpreted to mean parent, spouse, child, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepmother, stepfather, stepbrother, stepsister, stepchildren, or legal guardian/ward.

10.5 Jury Duty Leave, Court Leave

Any Police Officer covered by this Agreement who is summoned as a witness in a criminal or civil Court proceeding or is summoned and reports for jury duty shall be granted leave to fulfill such duty. The Village shall compensate any Officer 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 Officer would have been scheduled to work. The Officer shall present proof of such service to the Chief of Police or his designee. Any fees or expense reimbursements that are paid to the Officer for such duty shall, in turn, be paid by the Officer to the Village.

10.6 Military Leave

The parties agree that they will be bound by the provisions of all state and federal military leave statutory requirements during the duration of this Agreement.

10.7 Family Medical Leave Act

The Village agrees that any Police Officer (male or female) shall be governed by the policy and procedures in accordance with the Federal Family Medical Leave Act.

ARTICLE XI – VACATION LEAVE

11.1 Earned Paid Vacation

The Village agrees that all Police Officers shall earn paid vacation time off according to the following schedule. All vacation accrual shall take place on the employee's anniversary date:

- | | |
|----------------------------------|---------------------------|
| * From start through fourth year | 10 paid days off per year |
| * Fifth through eighth year | 15 paid days off per year |
| * Ninth year | 20 paid days off per year |

Each paid vacation day shall be computed at the rate of eight (8) hours of the Officer's regular rate of pay for the year in which the vacation days are taken. Vacation days must be taken in the anniversary year in which they are earned. Officers are expected to schedule and take all of their vacation time each year. However, if vacation scheduling conflicts or other circumstances has prevented a given Officer from taking all the paid vacation days he or she was entitled to in a particular year that Officer shall be paid for any unused vacation days at the end of the calendar year. Officers who earn at least ten (10) days of vacation may sell back five (5) days to the Village at the Officer's then current rate of pay. The sell back shall occur by the 2nd paycheck of prior to their anniversary date. Officers shall provide at least twenty-four (24) hours' notice of their intent to use a vacation day not previously selected.

Vacation selections will be conducted to coordinate with the annual schedule and shift selection process. At such time as the annual vacation selection calendar is sent out, all Police Officers and Sergeants shall be limited to an initial request of not more than ten (10) days of vacation selection to be chosen on the initial selection round. These initial ten days must be selected in full work weeks and shall not be allowed to be selected as individual days. After all Police Officers and Sergeants have had the opportunity to select up to their ten days of vacation in the initial round the vacation calendar will be sent out again for any members to use any remaining vacation days. Only in this second round of vacation selection can remaining days be selected as individual or multiple days or weeks.

ARTICLE XII – HEALTH & WELFARE BENEFITS

12.1 Medical/Hospitalization/Dental Insurance

The Village shall provide the same health and dental insurance coverage at the same costs and premium contribution levels as provided to all other Village employees. The Village may during the life of this Agreement institute a Wellness Program in cooperation with the Village insurance provider.

12.2 Disability and Worker's Compensation

The Village shall provide officers injured in the line of duty with all benefits as authorized by the Illinois Workers Compensation Act, 820 ILCS 305, Public Employee Disability Act 5 ILCS 345/0.01 and the Public Safety Employee Benefits Act, 820 ILCS 320/1.

12.3 Elburn Police Pension Plan

All employees covered by this Agreement shall be covered by the terms of the Illinois Police Officers Downstate Pension Law, 40 ILCS 5/3-101. The terms of that Act shall control the pension benefits of the police officers covered by the terms of this Agreement.

12.4 Death Benefits

The Village agrees to maintain a twenty-five thousand dollar (\$25,000.00) life insurance policy for all Police Officers. The Village shall maintain a program through which employees covered by the terms of this Agreement shall be allowed to purchase additional amounts of life insurance at their own cost.

12.5 Ongoing Professional Training

The Elburn Police Department will develop, and maintain, as part of the Department's Standard Operating Guidelines, programs specifically geared toward the continuing professional development of its members. These programs are meant to provide all Department members with training based on modern, up-to-date "best practices" theories and methods that are being employed in 21st century policing.

These programs will address the needs of patrol officers, supervisors, command staff, civilian staff, and specialty assignments. The programs will be developed with significant input from all department members, which will include review by the ICOPs Officers of the Board.

Once the programs are in place, they will be reviewed on an annual basis to ensure that they stay current with the needs of the Department. Weapons training will be fairly narrow in its focus, whereas, the Career Development Program and the Training Management Program will be much broader regarding the topics that they address.

ARTICLE XIII – BASE SALARY ADJUSTMENT

FIELD TRAINING OFFICER - \$1.00 per hour for each hour worked as a Field Training Officer as designated by the Chief of Police.

OFFICER IN CHARGE – Officers appointed as Officer in Charge shall receive 1 hour of pay at their regular straight time hourly rate for each shift worked as an OIC. Should the Officer work less than a full shift as an OIC, the hour of pay will be prorated. Selection of the Officer in Charge shall be based on seniority in the patrol staff. This provision shall not apply to Sergeants.

A certified patrol officer, hired after December 1, 2018, with relevant full time law enforcement experience, may start at a higher “Years of Service” level, depending upon the experience:

2-4 years full time sworn experience start at one year rate.

5-10 years full time sworn experience start at two year rate.

11+ years full time sworn experience start at the three year rate.

This provision does not grant retroactivity to police officers salary prior to May 1, 2019.

Patrol	Current		5/1/2019	5/1/2020	5/1/2021	5/1/2022
Years of Service				2.00%	2.00%	2.00%
Start	\$55,402.20	2.25%	\$ 56,648.75	\$ 57,781.72	\$ 58,937.36	\$ 60,116.11
1 Year	\$58,172.31	2.25%	\$ 59,481.19	\$ 60,670.81	\$ 61,884.23	\$ 63,121.91
2 Years	\$59,917.48	2.25%	\$ 61,265.62	\$ 62,490.94	\$ 63,740.75	\$ 65,015.57
3 Years	\$61,715.00	2.25%	\$ 63,103.59	\$ 64,365.66	\$ 65,652.98	\$ 66,966.04
4 Years	\$63,566.45	2.25%	\$ 64,996.70	\$ 66,296.63	\$ 67,622.57	\$ 68,975.02
5 Years	\$65,473.45	2.25%	\$ 66,946.60	\$ 68,285.53	\$ 69,651.24	\$ 71,044.27
6 Years	\$67,437.65	2.25%	\$ 68,955.00	\$ 70,334.10	\$ 71,740.78	\$ 73,175.60
7 Years	\$70,337.47	2.50%	\$ 72,095.91	\$ 73,537.82	\$ 75,008.58	\$ 76,508.75

Longevity

One percent (1%) shall be added to the base pay to all Patrol Officers who have complete 12 years of service with the Elburn Police Department

Sergeants – Salary Schedule

Sergeant	Current		5/1/2019	5/1/2020	5/1/2021	5/1/2022
Years of Service						
Start	\$ 71,561.17	2.00%	\$ 72,992.39	\$ 74,087.28	\$ 75,198.59	\$ 76,702.56
1 Year	\$ 73,708.01	2.00%	\$ 75,182.17	\$ 76,309.90	\$ 77,454.55	\$ 78,616.37
2 Years	\$ 75,919.25	2.00%	\$ 77,437.64	\$ 78,599.20	\$ 79,778.19	\$ 80,974.86
3 Years	\$ 78,196.82	2.00%	\$ 79,760.76	\$ 80,957.17	\$ 82,171.53	\$ 83,404.10
4 Years	\$ 80,542.73	2.00%	\$ 82,153.58	\$ 83,385.89	\$ 84,636.68	\$ 85,906.23
5 Years	\$ 82,959.01	2.00%	\$ 84,618.19	\$ 85,887.46	\$ 87,175.77	\$ 88,483.41
6 Years	\$ 85,447.79	2.00%	\$ 87,156.75	\$ 88,464.10	\$ 89,791.06	\$ 91,137.92
7 Years	\$ 88,011.22	2.00%	\$ 89,771.44	\$ 91,118.02	\$ 92,484.79	\$ 93,872.06

Longevity

One percent (1%) shall be added to the base pay to all Sergeants who have completed 12 years of service with the Elburn Police Department.

ARTICLE XIV – MISCELLANEOUS WORKING CONDITIONS

14.1 Drug Screening

All applicants for employment as Village of Elburn Police Officers shall be required to take and pass a standardized drug screening process before being hired by the Village. Testing of such applicants shall be done according to State of Illinois and/or Federal guidelines and statutes, and shall be performed specifically according to the terms and conditions of the Illinois Controlled Substances Act, 720 ILCS 570/101. Non-probationary police officers may be required to submit to random drug testing following auto accidents, weapons discharges, reasonable suspicion that a specific officer is under the influence of alcohol or drugs, as part of a random testing process and such other circumstances as are codified in Illinois State statute. Random drug and alcohol screening shall be effectuated by either a random selection of names from either a computer program designed to accomplish that task or through random selection of all names by the Chief of Police of officers in the bargaining unit from a container which causes no prior knowledge of the names to be selected.

Any bargaining unit member who tests positive shall be subject to a one time only, Employee Assistance Program, through the Village. Officers who voluntarily submit themselves for rehabilitation or drug or alcohol addiction treatment without a positive test result shall not be terminated, conditioned upon their successful completion of all treatment or therapy for said alcohol or drug use or addiction as recommended by their physician or treatment provider or the recommendation of the Village's physician or treatment provider. Officers who undergo treatment for drug or alcohol use or addiction shall be subject to

unlimited random drug and/or alcohol screening, apart from random testing for all officers, for one (1) year after conclusion of treatment. A second positive drug or alcohol test during the employment of a bargaining unit member shall subject that member to termination.

ARTICLE XV – SEVERABILITY

In the event that any Article, paragraph, section or sub-section of this Agreement shall be held 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 section, sub-section or portion of this Agreement, such decision or enactment shall apply only to the specific 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 the request of either party, commence good faith bargaining over possible replacement language for the invalidated 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 parties waive the right to negotiate on any issue whether known or unknown and that the understandings and Agreements reached by the parties after the exercise of that right and opportunity are 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 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 discuss such changes before implementation. Any changes made without such notice shall be considered temporary pending the completion of such discussions. If the Union becomes aware of such a change and has not received the necessary notification, the Union will notify the Village as soon as possible and request discussion of such changes if discussion is desired. The failure of the Union to request such discussions shall in no way act as a waiver of any Union rights, stated or implied.

ARTICLE XVII – DURATION

This Agreement shall be effective on the date of its execution by both parties or as otherwise specifically indicated in the Agreement and shall remain in full force and effect through 11:59 p.m. on the 30th day of April, 2023 or until a new Agreement is completed.

It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and effect during the period of 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, the Employer and the Union do mutually agree to seek mediation from the Illinois Department of Labor.

Agreed to, signed and entered into this 6th day of May 2019

Illinois Council of Police

Richard L. Brown
V. Grayson

Village of Elburn

[Signature]



APPENDIX "A"

Illinois Compiled Statutes
Local Government
Uniform Peace Officers' Disciplinary Act
50 ILCS 725/

(*50 ILCS 725/1*) (from Ch. 85, par. 2551)

Sec. 1. This Act shall be known and may be cited as the Uniform Peace Officers' Disciplinary Act".
(Source: P.A. 83-981.)

(*50 ILCS 725/2*) (from Ch. 85, par. 2552)

Sec. 2. For the purposes of this Act, unless clearly required otherwise, the terms defined in this Section have the meaning ascribed herein:

- 5 "Officer" means any peace officer, as defined by Section 2-13 of the Criminal Code of 1961, as now or hereafter amended, who is employed by any unit of local government or a State college or university, including supervisory and command personnel, and any pay-grade investigator for the Secretary of State as defined in Section 14-110 of the Illinois Pension Code, not including Secretary of State sergeants, lieutenants, commanders or investigator trainees. The term does not include crossing guards, parking enforcement personnel, traffic wardens or employees of any State's Attorney's office.
- 6 "Informal inquiry" means a meeting by supervisory or command personnel with an officer upon whom an allegation of misconduct has come to the attention of such supervisory or command personnel, the purpose of which meeting is to mediate a citizen complaint or discuss the facts to determine whether a formal investigation should be commenced.
- 7 "Formal investigation" means the process of investigation ordered by a commanding officer during which the questioning of an officer is intended to gather evidence of misconduct which may be the basis for filing charges seeking his or her removal, discharge or suspension in excess of 3 days.
- 8 "Interrogation" means the questioning of an officer pursuant to the formal investigation procedures of the respective State agency or local governmental unit in connection with an alleged violation of such agency's or unit's rules which may be the basis for filing charges seeking his or her suspension, removal, or discharge. The term does not include questioning (1) as part of an informal inquiry or (2) relating to minor infractions of agency rules which may be noted on the officer's record but which may not in themselves result in removal, discharge or suspension in excess of 3 days.
- 9 "Administrative proceeding" means any non-judicial hearing which is authorized to recommend, approve or order the suspension, removal, or discharge of an officer.

(Source: P.A. 90-577, eff. 1-1-99.)

(50 ILCS 725/3) (from Ch. 85, par. 2553)

Sec. 3. Whenever an officer is subjected to an interrogation within the meaning of this Act, the interrogation shall be conducted pursuant to Sections 3.1 through 3.11 of this Act.

(Source: P.A. 83-981.)

(50 ILCS 725/3.1) (from Ch. 85, par. 2554)

Sec. 3.1. The interrogation shall take place at the facility to which the investigating officer is assigned, or at the precinct or police facility which has jurisdiction over the place where the incident under investigation allegedly occurred, as designated by the investigating officer.

(Source: P.A. 83-981.)

(50 ILCS 725/3.2) (from Ch. 85, par. 2555)

Sec. 3.2. No officer shall be subjected to interrogation without first being informed in writing of the nature of the investigation. If an administrative proceeding is instituted, the officer shall be informed beforehand of the names of all complaints. The information shall be sufficient as to reasonably apprise the officer of the nature of the investigation.

(Source: P.A. 83-981.)

(50 ILCS 725/3.3) (from Ch. 85, par. 2556)

Sec. 3.3. All interrogations shall be conducted at a reasonable time of day. Whenever the nature of the alleged incident and operational requirements permit, interrogations shall be conducted during the time when the officer is on duty.

(Source: P.A. 83-981.)

(50 ILCS 725/3.4) (from Ch. 85, par. 2557)

Sec. 3.4. The officer under investigation shall be informed of the name, rank, and unit or command of the officer in charge of the investigation, the interrogators, and all persons present during any interrogation except at a public administrative proceeding.

(Source: P.A. 94-344, eff. 1-1-06)

(50 ILCS 725/3.5) (from Ch. 85, par. 2558)

Sec. 3.5. Interrogation sessions shall be of reasonable duration and shall permit the officer interrogated reasonable periods for rest and personal necessities.

(Source: P.A. 83-981.)

(50 ILCS 725/3.6) (from Ch. 85, par. 2559)

Sec. 3.6. The officer being interrogated shall not be subjected to professional or personal abuse, including offensive language.

(Source: P.A. 83-981.)

(50 ILCS 725/3.7) (from Ch. 85, par. 2560)

Sec. 3.7. A complete record of any interrogation shall be made, and a complete transcript or copy shall be made available to the officer under investigation without charge and without undue delay. Such record may be electronically recorded.

(Source: P.A. 83-981.)

(50 ILCS 725/3.8) (from Ch. 85, par. 2561)

Sec. 3.8. Admissions; counsel; verified complaint.

(a) No officer shall be interrogated without first being advised in writing that admissions made in the course of the interrogation may be used as evidence of misconduct or as the basis for charges seeking suspension, removal, or discharge; and without first being advised in writing that he or she has the right to counsel of his or her choosing who may be present to advise him or her at any stage of any interrogation.

(b) Anyone filing a complaint against a sworn peace officer must have the complaint supported by a sworn affidavit.

(Source: P.A. 93-592, eff. 1-1-04.)

(50 ILCS 725/3.9) (from Ch. 85, par. 2562)

Sec. 3.9. The officer under investigation shall have the right to be represented by counsel of his or her choosing and may request counsel at any time before or during interrogation. When such request for counsel is made, no interrogation shall proceed until reasonable time and opportunity are provided the officer to obtain counsel.

If a collective bargaining agreement requires the presence of a representative of the collective bargaining unit during investigations, such representative shall be present during the interrogation, unless this requirement is waived by the officer being interrogated.

(Source P.A. 83-981.)

(50 ILCS 725/3.10) (from Ch. 85, par. 2563)

Sec. 3.10. Admissions or confessions obtained during the course of any interrogation not conducted in accordance with this Act may not be utilized in any subsequent disciplinary proceeding against the officer.

(Source: P.A. 83-981.)

(50 ILCS 725/3.11) (from Ch. 85, par. 2564)

Sec. 3.11. In the course of any interrogation no officer shall be required to submit to a polygraph test, or any other test questioning by means of any chemical substance, except with the officer's express written consent. Refusal to submit to such tests shall not result in any disciplinary action nor shall such refusal be made part of his or her record.

(Source: P.A. 83-981.)

(50 ILCS 725/4) (from Ch. 85, par. 2565)

Sec. 4. The rights of officers in disciplinary procedures set forth under this Act shall not diminish the rights and privileges of officers that are guaranteed to all citizens by the Constitution and laws of the United States and of the State of Illinois.

(Source: P.A. 83-981.)

(50 ILCS 725/5) (from Ch. 85, par. 2566)

Sec. 5. This Act does not apply to any officer charged with violating any provisions of the Criminal Code of 1961, or any other federal, State, or local criminal law.

(Source: P.A. 83-981.)

(50 ILCS 725/6) (from Ch. 85, par. 2567)

Sec. 6. The provisions of this Act apply only to the extent there is no collective bargaining agreement currently in effect dealing with the subject matter of this Act.

(Source: P.A. 83-981.)

(50 ILCS 725/7) (from Ch. 85, par. 2568)

Sec. 7. No officer shall be discharged, disciplined, demoted, denied promotion or seniority, transferred, reassigned or otherwise discriminated against in regard to his or her employment, or be threatened with any treatment as retaliation for or by reason of his or her exercise of the rights granted by this Act.

(Source: P.A. 83-981.)

APPENDIX "B"

Clothing Allowance

Approved Vendors & Items Covered

May 2019

Approved Vendors

- 1) Ray O'Henon
- 4) C.O.P.S., Inc.
- 5) LAPoliceGear.com

Approved Items

- 1) All uniform shirts \$52.00
- 2) All uniform trousers \$76.00
- 3) All leather gear (boots, belts, gloves, holsters, radio holders, shoes, etc.)\$600.00
- 4) All jackets \$300.00
- 5) Turtleneck shirts and Dickies \$33.00
- 6) All head gear (dress hats, baseball caps, winter hats & caps) \$60.00
- 7) All name tags & approved badges \$100.00
- 8) All embroidery for uniforms \$100.00
- 9) Foul weather gear - ANSI-II compliant (raincoats, hat covers, etc.) \$175.00
- 10) One set of winter underwear per year.
- 11) All sweaters (including "wind stopper") \$120.00
- 12) Batons (including riot batons) \$120.00
- 13) Riot helmets \$110.00
- 14) Duty flashlights \$150.00
- 15) Pepper spray \$50.00
- 16) Handcuffs & handcuff cases \$110.00
- 17) Each Officer will receive one box of practice ammunition to be used by the Officer on the Officer's own time. Each Officer can receive an additional box (two total per year) with receipt of use of the ammunition from a gun range.

****The above list of items is not exhaustive, and may be added to with the approval of the Chief of Police.**

Firearms, ammunition, and edged weapons are not approved, at this time, for purchase through the clothing allowance.

