

# AGREEMENT



Between

**Illinois Council of Police**

and

**Village of Evergreen Park, Illinois**

**Covering Evergreen Park Sergeants**

**May 1, 2017 through April 30, 2021**

---

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

VILLAGE OF EVERGREEN PARK

AND

ILLINOIS COUNCIL OF POLICE

REPRESENTING VILLAGE OF EVERGREEN PARK SERGEANTS

May 1, 2017 THROUGH April 30, 2021

AGREEMENT .....	3
ARTICLE I - RECOGNITION .....	3
ARTICLE II - UNION SECURITY AND DEDUCTION OF DUES .....	3
ARTICLE III - NON-DISCRIMINATION .....	3
ARTICLE IV - MANAGEMENT RIGHTS .....	4
ARTICLE V - SETTLEMENT OF GRIEVANCE .....	4
ARTICLE VI - STRIKES AND LOCKOUTS.....	7
ARTICLE VII - COMPENSATION.....	8
ARTICLE VIII - OVERTIME.....	9
ARTICLE IX - VACATIONS, HOLIDAY AND INSURANCE.....	10
ARTICLE X - CLOTHING ALLOWANCE.....	13
ARTICLE XI - ACCRUAL OF SICK DAYS AND APPLIED TO RETIREMENT.....	14
ARTICLE XII - DISABILITY.....	14
ARTICLE XIII - EDUCATION.....	15
ARTICLE XIV - JOB CONDITIONS.....	16
ARTICLE XV - RESIDENCY .....	19
ARTICLE XVI - LEAVE OF ABSENCE.....	19
ARTICLE XVII - SEPARABILITY, DURATION AND TERMINATION .....	19
SCHEDULE A .....	21
SCHEDULE B - Village of Evergreen Park Health Insurance Changes.....	Error! Bookmark not defined.
SCHEDULE C - Village of Evergreen Park Monthly Employee ..	Error! Bookmark not defined.

## **AGREEMENT**

This Agreement dated this 19th day of December, 2011, by and between the Village of Evergreen Park, Cook County, Illinois (the "Village") and the Illinois Council of Police ("ICOPs" or "Union").

### **ARTICLE I - RECOGNITION**

Section 1.1. Collective Bargaining Agent. For the term of this Agreement, the Village recognizes the Union as the bargaining agent with respect to wages, hours and other conditions of employment of all policemen with the rank of sergeant employed by the Police Department of the Village (hereinafter referred to as "employees").

### **ARTICLE II - UNION SECURITY AND DEDUCTION OF DUES**

Section 2.1. Union Dues. All employees covered by this Agreement who are members of the Union shall be required to pay Union dues. Employees are not required to join the Union as a condition of employment, but employees shall, after completing six months of their initial employment, pay a service fee to the Union for the purpose of administering the provisions of this Agreement.

Section 2.2. Dues Authorization. Upon receipt of a voluntarily signed written dues authorization card from an employee covered by this Agreement, the Village shall, during the term of this Agreement, deduct Union dues of such employees from their pay and remit such deductions to the Union.

Section 2.3. Indemnification. The Union shall indemnify the Village and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by any reason of, any action taken by the Village for the purpose of complying with the provisions of this article.

### **ARTICLE III - NON-DISCRIMINATION**

Section 3.1. Discrimination Prohibited. Neither the Village nor the Union shall discriminate against any employee because of race, color, religion, sex, ancestry or natural origin.

Section 3.2. Americans with Disabilities Act. The Village and the Union agree to abide by the provisions of the Americans with Disabilities Act.

#### ARTICLE IV - MANAGEMENT RIGHTS

Section 4.1. Management Rights. The parties recognize and acknowledge the responsibility of the Village to operate and direct the affairs of the Village and its Police Department in all its various respects. Accordingly, except as limited by an express provision of this Agreement, all rights, functions, and prerogatives of management formerly exercised or exercisable by the Village remain vested exclusively in the Village, without limiting the generality of the foregoing, the right to direct the working force, to plan, direct, control, and determine the operations of services to be conducted in or at the Police Department or by employees of the Village, to set standards of service offered to the public, to assign and transfer employees, to determine the hours, schedules and assignments of work including overtime, to establish and impartially enforce reasonable rules and regulations, and to change methods, equipment, or facilities is vested exclusively in the Village and shall not be subject to the grievance procedure hereinafter set forth. The right to hire and promote employees shall remain the right and prerogative of the Board of Police and Fire Commissioners. The Village shall have the right to demote, discipline, suspend, or discharge employees for just cause. During an employee's probationary period, an employee may be disciplined, suspended or terminated at the sole discretion of the Village and no such action shall be appealable under any provisions herein.

Section 4.2. Waiver. The exercise or non-exercise of any of the foregoing rights shall not be deemed a waiver of any such rights or the discretion to exercise them in some other way in the future. The express provisions of this Agreement shall constitute the only limitations on the rights of management and no other agreement, promise, custom, practice, or usage, whether written or oral, or whether entered into or commenced before or after the execution of this Agreement, shall be binding on the Village.

Section 4.3. Citizen Complaints. The Village agrees to implement and publish a written procedure pertaining to citizens' complaints (non-criminal) alleging use of excessive force that will require a citizen complainant to sign a written statement of the allegation prior to implementation of a non-criminal investigation.

Section 4.4. Emergency Overtime Assignment. Management will assign emergency overtime by contacting all full-time police officers through city watch and shall assign such overtime to the police officer with the most seniority who responds within 15 minutes. If no full-time police officers desire to work overtime, and the Village does not assign a part-time police officer as permitted under Article XIV, the Village can mandate that the least senior full-time police officer on the prior shift must work the overtime not to exceed 4 hours.

#### ARTICLE V - SETTLEMENT OF GRIEVANCE

Section 5.1. Grievance Procedure. The term "Grievance" as hereinafter used means a claim by an employee or group of Employees that the Village has violated a specific provision of this Agreement. Grievances not involving discipline, suspensions or discharges shall be settled in accordance with the following procedures:

Step 1. An employee who has a grievance shall first discuss the matter with his Shift Supervisor. The Shift Supervisor is to answer within 5 calendar days of this discussion.

Step 2. If the grievance is not settled in Step 1, the grievant may within 5 calendar days of receipt of the Shift Supervisor's answer, confer with the Deputy Chief of Police with respect thereto. The Deputy Chief of Police shall answer the grievance within 5 calendar days of this conference.

Step 3. If the grievance is not settled in Step 2, the grievant may within 5 calendar days of receipt of the Deputy- Chief's answer, confer with the Chief of Police with respect thereto. The Chief of Police shall answer the grievance within 5 calendar days of this conference.

Step 4. If the grievance is not settled in Step 3, it shall be reduced in writing, signed by the aggrieved employee and submitted to the Mayor within 5 calendar days of receipt of the Chief of Police's answer. If no settlement is reached at this step, the Mayor, or his designee, shall give his answer in writing within 10 calendar days of the meeting.

Step 5. Binding Arbitration. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to Binding arbitration by giving written notice to the Mayor within 21 calendar days after receipt of the Mayor's answer in Step 4. It is mutually agreed that arbitration shall be final and binding rather than advisory. An arbitrator shall be designated from the panel of arbitrators agreed upon by the parties. Unless otherwise agreed, the arbitrators shall be rotated from the top of the list of arbitrators to the bottom with the most recently used arbitrator being at the bottom. If an arbitrator, whose turn it is to hear a case, shall not be available to hear a case within thirty calendar days, the next arbitrator, in line who is available shall be designated. If no arbitrator is available to hear the case within thirty days, the first available arbitrator shall be chosen. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. He shall consider, and decide only the specified issue submitted to him, and his decision shall be based solely upon his interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding subject only to court appeal by either party. The costs of the arbitrator shall be divided equally between the Village and the Union.



Section 5.2. Grievance Representation. At any step of the grievance procedure after Step 2, an aggrieved employee may be accompanied and represented by an authorized representative of the Union.

Section 5.3. Disciplinary Procedure. In the event that an employee is disciplined, suspended, or discharged, the employee only shall have the right to appeal such disciplinary action to the Mayor by filing a written notice of appeal with the Village Clerk within five calendar days after the written disciplinary action is served upon the employee.

- a) Mayoral Review. The suspension or discharge shall be reviewed by the Mayor who may reverse, uphold, or modify the disciplinary action. The mayoral review process shall not involve the taking of evidence or testimony but shall consist of a review of written documents provided by the Police Chief and the employee. The Mayor may request the Police Chief and the employee to attend a private review hearing. The Police Chief and the employee may have a representative present at such private review hearing for advice and consultation. The Mayor shall render a summary decision within seven days after the notice of appeal is filed, except if the deadline is mutually extended. In the event that the Mayor does not render a summary decision by the date required, the disciplinary action shall be considered upheld and the right to appeal therefrom shall accrue as of that date.
- b) Arbitration. Any appeal of the summary decision of the Mayor shall be taken by the Union only by filing a written notice of appeal with the Village Clerk within five calendar days after the summary decision is served upon the employee or if no summary decision is issued, within five days after the deadline for the mayoral review. Such appeal shall be heard pursuant to the arbitration process described in this section. All disciplinary cases arising from the same incident shall be heard before the same arbitrator in a single proceeding.
- c) Charges. As an alternative to suspending or terminating an employee, the Village may file charges with the Village Clerk requesting disciplinary action and a hearing before an arbitrator pursuant to the arbitration process described in this section.
- d) Arbitration Panel. The Village and the Union agree to establish an arbitration panel of arbitrators, who are the exclusive arbitrators to handle any appeals of or charges concerning disciplinary action. The arbitrators on the panel shall be rotated from the top of the list of arbitrators to the bottom with the most recently used arbitrator being at the bottom. Within three days after an appeal is filed for arbitration, the arbitrator whose turn it is to hear a case shall be contacted but if he/she is not available to hear a case within thirty calendar days, the next arbitrator, in line who is available shall be designated. If no arbitrator is available to hear the case within thirty days, the first available arbitrator shall be chosen. The fee and expenses of the arbitrator shall be split between the Village and the Union. Each party shall be responsible for compensating its own representatives and

witnesses. The party requesting a cancellation, rescheduling or other postponement of a set hearing date shall pay the arbitrator's cancellation fee.

- e) Expedited Arbitration Rules. Cases subject to the expedited procedure will be heard in chronological order, according to the date the appeal was filed. The arbitrator selected shall schedule a hearing date within 30 days after the filing of the notice of appeal. The arbitrator shall receive all grievance documents, Village documents, and employee documents at least 7 days prior to the hearing, at the discretion of the arbitrator. The hearing shall be informal and the arbitrator shall assist the parties in insuring that there is a complete record. The arbitrator may require witnesses to testify under oath. There will be no stenographic record of the proceedings with the arbitrator making the official record. The rules of evidence normally followed in arbitration proceedings shall apply. The arbitrator shall be the sole judge of the relevance and materiality of the evidence offered. Only if requested by the arbitrator, the parties may file post-hearing briefs. The parties may argue orally on the record and may present relevant authorities to the arbitrator at the hearing. The arbitrator will be permitted to issue subpoenas in accordance with applicable law. Subpoenas shall not be used for purposes of delay or harassment. Hearings shall be scheduled at the Village Hall. The arbitrator shall issue a written decision no later than 30 days after the completion of the hearing.
- f) Arbitration Decision. The arbitrator shall have no right to amend, modify, nullify, disregard, add to, or subtract from the provisions of this Agreement, but shall have the authority to include in his decision, order, direction or award any type of relief or remedy that in his/her opinion the circumstances warrant. The arbitrator shall only consider and make a decision with respect to the specific issues presented. However, all disciplinary cases arising from the same incident shall be heard before the same arbitrator in a single proceeding. The decision of the arbitrator shall be final and binding on all parties, but an appeal of an arbitrator's decision may be taken through the court system as provided by law.
- g) Exclusive Process. The procedures provided in this section are the exclusive procedures which apply to the appeal of any disciplinary action. Appeal to the Board of Police and Police Commissioners shall not be available under any circumstances under 65 ILCS 5110 - 2.1-17.

## ARTICLE VI - STRIKES AND LOCKOUTS

Section 6.1. Strikes Prohibited. The Union, its officers and agents, and the Employees covered by this Agreement agree not to instigate, promote, sponsor, aid, engage in or condone any strike, slowdown, sympathy strike of any kind, or any action of similar nature or seeking to affect the same result. Any or all Employees who violate any



provision of this Section may be discharged or otherwise disciplined by the Village.

Section 6.2. Lockouts Prohibited. The Village agrees that there shall be no lockout of employees covered by this Agreement.

#### ARTICLE VII - COMPENSATION

Section 7.1. Wage Rates. The minimum regular straight-time annual salary rates to be paid during the term of this Agreement are set forth on Schedule A attached hereto (reflecting a 3% across the board increase for 5/1/2017-4/30/2021, for all employees). The above wage rates shall apply only to employees who are in the employ of the Village upon the date that this Agreement is ratified or who have retired since 5/1/17 and are receiving a pension from the Evergreen Park Police Pension Fund.

Section 7.2. Firearm Training Officers Pay. The Village will compensate Firearm Training Officers with 4 hours of compensatory time for each 3 months of duty acting as a Firearm Training Officer.

Section 7.3. Detective On Call Pay. When a detective on call is requested to work, he shall be entitled to a minimum 2 hours pay.

Section 7.4. State Certified Arson Investigator Pay. When the State Certified Arson Investigator is requested to work a non-scheduled time, he shall be entitled to a minimum 2 hours pay.

Section 7.5. Field Training Officer Pay. The Village will compensate Field Training Officers with 4 hours compensatory time for each full week of duty acting as a Field Training Officer.

Section 7.6. On Call Detective Pay. The Village will compensate the one detective on call for weekend duty at the rate of 4 hours XTO.

Section 7.7. FLSA. For purposes of hours worked, XTO time shall be considered as hours worked. Employees shall not abuse this practice by exchanging or otherwise coordinating XTO time with another employee for the purpose of working overtime.

Section 7.8. SWAT. Each SWAT officer shall be credited with 4 hours of compensatory time for each full 3-month period of duty acting as a SWAT officer as compensation for extra travel for training sessions, provided that all training sessions are attended.

Section 7.9. Canine Officer. The canine officer will be paid at the same rate of pay as a detective to compensate for the additional responsibilities of such assignment. An

employee assigned as a canine officer must accept the assignment for the useful life of the dog. The scheduling of the canine officer shall be established by the Village after consultation with the canine officer.

#### ARTICLE VIII - OVERTIME

Section 8.1. Overtime Compensation. All hours worked in excess of 40 within a single workweek shall be paid at time and one-half the regular rate. In the event that an employee is assigned to mandatory overtime, and that employee has previously scheduled an XTO during that same week, the employee shall be paid at time and one-half the regular rate for all mandatory overtime that week, even if not exceeding 40 hours of work. "Worked hours" include only hours actually worked, off scheduled duty court time, holiday time off and vacation time off. "Workweek" is a regularly reoccurring 7-day (168 hour) period commencing at 2359 hours (midnight) each Saturday. The regular straight time workweek shall consist of 5 shifts of 8 hours and 15 minutes each which shall include a 30-minute meal break. Employees shall report for roll call 15 minutes prior to the start of their shift, which time shall be considered as part of the 40-hour workweek. If lunch break is interrupted by emergency work duties, the time spent at work shall be regarded as work time and the lunch period shall either be rescheduled to a subsequent time or foregone as mutually agreed between the employee and his supervisor. Each employee shall receive 8 hours pay for each shift even though actually working only 7 hours 45 minutes excluding meal break.

Section 8.2. Compensatory Time. Compensatory time shall be granted to full-time sworn Police Sergeants 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. Sergeants 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 24 hours in advance of their intentions to claim such time off. Sergeants following the procedures in this section will not have their compensatory time requests denied solely on the basis that granting the request would create overtime. Compensatory time may be accumulated up to a maximum of 480 in each calendar year. The Chief or his designee will keep accurate records of how much compensatory time is in each Sergeant's account. Account balance information will be made available to individual Sergeants 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 Sergeants on a regular basis.

Throughout the year, compensatory time shall be cashed in by taking time off. Starting in May 1, 2017 and each year thereafter, at the end of the year, individual Sergeants may choose to cash in up to 80 hours of their accumulated compensatory time in the form of a year-end payment to be made in conjunction with their final paycheck of

the year. Sergeants electing to cash in any accumulated compensatory time up to eighty (80) hours, shall make notification to the Chief or his designee by the first of December in the year of the cash in. Uncashed compensatory time shall be rolled over from one year to the next and, upon a given Sergeant's unpaid leave of absence, termination, retirement, permanent disability or death, such accumulated compensatory time shall be paid to the Sergeant or his or her survivors at the appropriate overtime rate of pay. Upon retirement, individual Sergeants 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.

Sergeants assigned to the midnight shift will be allowed the opportunity to use XTO (comp time) in lieu of posting HTO's (holiday time) for time off requested on the weekend (Saturday and Sunday). XTO requests must be made not less than 72 hours prior to the requested date. The XTO request will be granted provided the posted overtime has been filled and scheduled. In addition, the sergeant requesting such XTO may not submit such request on consecutive weekends unless another officer elects not to use this privilege. XTO time may not be used on a Department recognized holiday. Requests will be granted on first come first serve basis. Notwithstanding, the use of comp time for the midnight shift will be a one year trial period to accumulate data to determine if the trial for comp time use on the midnight shift will extend past the one year period. The one year trial period will start upon implementation of the agreement for one calendar year.

Section 8.3. Court Assignment Overtime. For all time spent in court, not during regular scheduled duty time, in prosecution of Village police matters, an employee shall be credited with a minimum of 3.5 hours court time which shall include portal-to-portal time. In the event that the time spent in court exceeds the 3.5 hours minimum, then the employee shall be credited with that total amount as court time: The Village shall provide transportation for court appearances outside of Cook County. The Village shall reimburse parking expenses required for court appearances. For officers attending court on their off day, the Village agrees that the policy requiring officers to come back to the station immediately after court to fill out a time slip will be changed to a policy which will allow officer to call in or to fill out the time slip on the next duty day.

#### **ARTICLE IX - VACATIONS, HOLIDAY AND INSURANCE**

Section 9.1. Holidays. Employees shall be entitled to 9 holidays with pay, to be observed on such days as will not interfere with the obligations of the police department, taking into consideration to the extent practical, the desires of the Employees. An employee's holiday pay shall be his regular base rate of pay for one working day. In order to qualify for holiday pay, an employee must work his last regularly scheduled shift before the holiday, and his first regularly scheduled shift after the holiday, provided, however, that excused absence which prevents an employee from working on either such day shall not disqualify him from holiday pay.

The holidays with the pay are:  
New Years Day; President Day; Easter; Law Day (May 1<sup>st</sup>); Memorial Day;  
Independence Day; Labor Day; Thanksgiving; and Christmas.

Section 9.2. Vacations. Employees shall be entitled to a paid vacation in accordance with the following schedule:

<b>Continuous Service</b>	<b>Length of Vacation</b>
After One Year	10 days
After Five Years	15 days
After Ten Years	20 days
After Fifteen Years	21 days
After Twenty Years	25 days

Each day of vacation pay shall be the employee's regular base rate of pay for one working day. Vacations shall not be accumulated from year to year and shall be scheduled by seniority and in accordance with employee preference to the extent consistent with the operating requirements of the Police Department, all as determined by the Chief of Police who shall have the right to reschedule an employee's vacation where it would otherwise interfere with such operating requirements. Vacations to be taken in blocks of 5 days or more. For employees hired after January 1, 2002, the maximum vacation shall be 20 days which shall be attained after 10 years.

Section 9.3. Medical, Dental and Life Insurance Benefits. During the term of this Agreement, the Village shall provide health insurance, including prescription drug coverage, in substantially the same form as exists on January 1, 2018, subject to the changes shown in schedule B attached hereto. Premium payment for the medical and dental insurance coverage shall be as provided on Schedule C attached hereto.

The Village has no plans to change any coverages under the HMO policy but the Village and the Union recognize that changes in law may require the insurance carrier to change insurance coverages. If any such mandated change is implemented, then the Village has the right to make changes in the HMO policy coverage so that the cost of the mandated change would be negated. For example if a mandated change in HMO coverage caused the premium to increase by 2%, then the Village could implement changes in HMO coverage to reduce the premium by 2%.

The Village reserves the right to change the Village group health insurance plan coverage, benefits, or carriers provided that there is no significant change in coverage or benefits. In the event that the Union objects that there has been a significant change in coverage or benefits, such claim shall be subject to the grievance/arbitration procedure.



By payment of the premium cost, the Village shall be relieved of any further liabilities with respect to the benefits provided, and no matter respecting such benefits arising thereunder shall be subject to the grievance procedure.

In addition to providing health insurance coverage, the Village shall continue to provide substantially the same benefits as existed on January 1, 2011 for dental coverage and life insurance (including accidental death and dismemberment) with the premium cost to be paid as shown on Schedule C.

#### Section 9.4. Retiree Group Medical Benefit

The Village shall pay to the insurance carrier 100% of single group medical insurance premium for 36 months, or 100% of the employee + spouse group medical insurance for 18 months, or \$300 per month for 36 months (at the option of the employee) after retirement of any employee having 20 years or more of service. Alternatively, the Village shall pay to the insurance carrier 60% of the single group medical insurance premium for 72 months or 60% of family or the employee + spouse for 48 months. Pursuant to state and federal law, the employee may opt to remain in the group by paying the applicable premium.

Within 15 days of retirement after 20 years or more of service, the employee may decide to credit accumulated sick pay received under Article XI towards future group medical insurance. The amount of accrued sick pay shall be multiplied by 85% to determine the insurance premium credit. The insurance premium credit shall be divided by the current monthly premium rate in order to determine the total number of months of group medical insurance coverage to be provided in lieu of payment for accumulated sick days. The group medical insurance coverage must be taken in conjunction with coverage provided above and the months just after the 3-year period provided above. Once the decision is made, it is final under all circumstances.

Section 9.5. Personal Time. Each employee shall be credited with 32 hours of compensatory time for each full fiscal year in November of that fiscal year to be used under general orders and policies established by the Chief of Police.

Section 9.6. Medical Insurance Waiver. The Village will agree to pay the sum of \$300.00 per month to any member currently having family medical coverage under this contract who declines all coverage, and will pay the sum of \$150.00 per month to any member currently having individual coverage who declines all coverage, provided that the employee and the spouse have declined all medical coverage from the Village. These payments will be in addition to all other benefits, and will be counted as a bonus so as not to effect any other compensation.

Section 9.7. Medical Insurance, On-Duty Injury. In the event that an employee is

unable to work because of an on-duty injury, then the Village shall continue to pay the medical insurance premium until the employee is capable of returning to work, no longer receives a disability pension from the Police Pension Fund, or retires.

Section 9.8. Medical Insurance, On-Duty Death. In the event that a scheduled on-duty employee is killed in the performance of his duties, then the Village shall continue to pay the medical insurance premium for that employee's spouse until the spouse remarries, and for the employee's dependents as long as they are eligible for such coverage and the spouse has not remarried. A determination by the Police Pension Fund (subject to court appeal) shall be binding in the determination of "in the performance of his duties".

Section 9.9. Insurance Committee. The Village shall establish an Insurance Committee which shall be an advisory committee for the purpose of achieving good medical, dental, and eye coverage at a reasonable cost to the Village and to the employee. The Insurance Committee shall consist of at least one member from the Union and may include members from other collective bargaining units within the Village, a representative of non-Union employees, and representatives of management. It is acknowledged that various changes in benefits and coverage for the PPO health insurance plan are scheduled to go into effect at various times during the life of the collective bargaining agreement. The Insurance Committee may propose alternate changes which would have the same financial effect upon the employees and the Village.

Section 9.10. Bereavement Leave. Up to three (3) days leave with pay shall be granted in the event of a death of a spouse, child, Civil Union Partner, stepchild, mother, father, stepmother, stepfather, brother, or sister. One (1) day of leave with pay shall be granted in the event of a death of a mother-in-law, father-in-law, grandparent, step-grandparents, step-brother, step-sister, aunt, uncle, niece, nephew, sister-in-law, and brother-in-law. A civil Union Partner is defined as a legal relationship between two (2) of either the same or opposite sex, established pursuant to the Illinois Religious Freedom Protection and Civil Union Act.

#### **ARTICLE X - CLOTHING ALLOWANCE**

Section 10.1. Provision of Uniforms. The Village shall maintain all uniforms and replace with new clothing all uniforms on surrender of the worn component.

##### **Section 10.2. Uniform Allowance**

All detectives Sergeants, tactical Sergeants, the crime prevention Sergeant, and plainclothes Sergeants shall receive from the Village, in the form of direct compensation for clothing and maintenance, the sum of \$1,350 for each fiscal year, such sum to be paid in one lump sum during the last month of each fiscal year. All other Sergeants shall receive from the Village, in the form of direct compensation for clothing and maintenance, the



sum of \$350 for fiscal year beginning May 1, 2017, such sum to be paid in one lump sum during the last month of each fiscal year. Any employee who is not employed for the full fiscal year because of being hired during that fiscal year or retiring during that fiscal year shall be paid a pro rata uniform allowance for that fiscal year.

Section 10.3. Leather Items. All leather items required by the Village to be worn by employees shall be specifically excluded from the clothing and maintenance; and the Village shall replace all such leather items without cost to employees.

Section 10.4. Initial Uniform, Leather and Clothing. The Village shall provide the initial clothing, leather items and other necessary uniforms and equipment items to employees when such employees are first hired by the Village.

#### **ARTICLE XI - ACCRUAL OF SICK DAYS AND APPLIED TO RETIREMENT**

Section 11.1. Accrual of Sick Leave. Employees shall accrue sick leave at the rate of 1 day per month.

Section 11.2. Sick Leave Buyout. At any time during the term of this Agreement, any employee hired after January 1, 2019 having in excess of 60 accrued sick days, the Village can choose to pay to employee \$160 for each day or days requested in excess of 60 days. The employee will receive sick leave buyout as additional compensation but can elect to fund their deferred compensation 457 plan to defer tax consequences.

Section 11.3. Sick Leave Retirement Buyout. . Upon retirement after 20 years of service, for all accrued sick days (up to and including 120) the Village agrees to pay at the employees' rate of pay at retirement. Employees with 20 or more years of service hired on or after January 1, 2019, shall receive up to 60 accrued sick days at the employee's rate of pay at retirement.

Section 11.4. Sick Leave Retirement Benefit. Upon retirement after 20 years of service, the Village agrees to allow unused sick leave upon retirement to be counted as credit for service or work for pension purposes provided that such is allowed by the Police Pension Fund, and not prohibited by State of Illinois Statutes.

#### **ARTICLE XII - DISABILITY**

Section 12.1. Public Employee Disability Act. The Village and Union hereby acknowledge the requirement for payment of continuing compensation for an injured police officer set forth in the Public Employee Disability Act, 5 ILCS 345/0.01, et seq.

Section 12.2. Credentials on Disability. The Village will permit an employee on disability to carry police identification and firearms, provided that the injury causing the disability does not prevent the safe use of firearms.

Section 12.3. Light Duty Assignment. In the event that the Village permits an employee to work a light duty assignment, the employee shall be assigned to the same day off key, but the hours of work may be different than the employee's normal shift hours if there is insufficient work for the employee during those normal shift hours. Hours for light duty assignment will not be changed for a punitive reason and the Village will try to accommodate assigning the employee to his normal shift hours.

Section 12.4. Family Medical Leave Act. Accrued sick leave must be used by an employee before taking unpaid family medical leave. Employees may designate different types of compensated leave (i.e. XTO, HTO) to be used in order to continue compensation during FMLA leave provided that the employee makes such designation in writing and uses a minimum of a full week for any category of compensation, to the extent that such benefits are available to the employee.

### ARTICLE XIII - EDUCATION

Section 13.1. Education Incentive. Each employee who was a member of the collective bargaining unit on May 1, 2001 and who has received or who receives a college degree, from an approved accredited college, in a field of law enforcement or police work (as approved by the Chief of Police) shall receive the following annual academic achievement pay to be paid in March of each fiscal year:

Associate	\$200.00
Bachelor	500.00
Master	750.00
Doctor	1,000.00

Section 13.2. Tuition Reimbursement. In order to encourage the educational and academic background of the Employees, the Village shall reimburse any employee having completed his probationary period for tuition paid to attend college courses related to his employment or job duties, or in the case of a degree program, where the degree is related. Each college and course must receive prior approval of the Chief of Police. The amount of the hourly rate of reimbursement for tuition may not exceed the lesser of the tuition rate actually charged or the then current hourly rate of tuition charged at the University of Illinois Chicago Circle Campus. Tuition shall be reimbursed to the employee upon satisfactory completion of the course in accordance with the following schedule:

Grade of A+, A or A-	100%
Grade of B+, B or B-	100%

The Village will reimburse the cost for required books (not to exceed \$100 per class) in the event the employee receives a grade of A+, A or A-. Reimbursement will not be provided for more than 12 hours of college credit per calendar year. The maximum lifetime tuition and book reimbursement for an employee is \$10,000. In the event that an employee voluntarily terminates employment with the Village, the employee shall reimburse to the Village 100% of all educational reimbursement paid within the prior 3 months, 75% of all educational reimbursement paid within the prior 6 months, and 50% of all educational reimbursement paid within the prior 12 months.

Section 13.3. Training. In-service training shall be provided at the discretion of management. The Village will assume all costs relative thereto.

#### ARTICLE XIV - JOB CONDITIONS

Section 14.1. Job Descriptions. The Chief of Police shall continue to post job descriptions of all police personnel covered by this Agreement. Job descriptions shall be in general terms.

Section 14.2. Probationary Period. The probationary period for new police officers shall be 18 months from the date of hire.

Section 14.3. Promotional Examinations. The rules and the weight to be given portions of promotional exams conducted by the Board of Fire and Police Commissioners shall be posted prior to the commencement of the examination.

Provided that it is acceptable to the independent assessment center, the numerical scoring of each candidate shall be available to that candidate only and not to any other candidates or the Union if requested within 3 months of the testing date. Any promotional examination candidate may request an explanation of their scoring provided that such explanation does not undermine the integrity of the present and future examination process. The scoring shall not be maintained in the employees file.

Section 14.4. Employee Interviews. The provisions of the Uniform Peace Officers' Disciplinary Act (50 ILCS 725/1 et seq.) are incorporated herein by reference and all informal inquiries, formal investigations and interrogations shall be conducted in accordance with the provisions thereof. In the event that misconduct results in a suspension, discharge, or demotion of an employee; any alleged violation of such Act shall be resolved and determined during the disciplinary hearing (if any). Any other alleged violation of the Act is subject to the grievance procedure. Nothing herein creates any substantive rights or property interest, as the Act is procedural only.

If an employee is asked to give a statement, called into the office, or asked to discuss an incident by the Deputy Chief or higher-ranking police officer, and if such statement, encounter, or discussion may result in a suspension, the employee may exercise the right to have a CCPA representative present. The exercise of such right shall not cause the unreasonable delay of any investigatory interview.

Section 14.5. Oral Reprimand. One year after an incident resulting in an oral reprimand, the Village shall remove written notification of the oral reprimand from the employee's personnel file.

Section 14.6. Seniority Shift Assignment. The Village and the Union recognize that the Village has administratively instituted a seniority shift assignment policy, which policy is subject to change by the Chief of Police when required to protect the public health, safety and welfare of the Village in order to provide the best police protection available. Such policy shall apply to all full-time police officers with at least 3 years seniority. The current provisions of such policy will be continued except in an emergency and except after the Chief of Police meets and confers with the Union. At the present time the Village has no intent to modify or change such policy, however changes in conditions may require a modification of the policy under the above guidelines. The Village agrees to form a committee to work with the Union to explore the feasibility and implementation of different shifts on a pilot program basis. Because shift scheduling is a management right, any such pilot program may be unilaterally changed by the Village.

Without establishing any precedent or requirement for future negotiations as to minimum manning, the Village agrees to keep the full-time authorized manpower of the police department at 62 persons for the life of the COPS Grant which terminates on July 8, 2013. Thereafter the Village agrees that the authorized manpower of the police department will not decrease below 59 full-time persons until April 30, 2014. The actual number of police officers working is subject to normal absences due to injury, retirement, worker's compensation, illness, training, and appointment to fill vacancies. The provisions of this paragraph shall terminate on April 30, 2014.

Section 14.7. Trading Shifts. The Village will permit employees to trade shifts during the same work week with other employees of the same rank and assignment (i.e. patrol officer for patrol officer, sergeant for sergeant, detective for detective). A request for a shift trade must be made in writing to both shift supervisors not less than 3 days prior to the shift trade, except in cases of emergency. The shift trade will be approved provided there is no manpower emergency created and that neither of the employees will work more than 16 hours in any 24 hour period. In the event that any employee involved in a shift trade does not show up for work for any reason, it is the responsibility of the 2 employees involved in the shift trade to arrange for a substitute so that the Village is not paying an employee at a premium overtime rate to fill in for the employee who fails to show up for work.

Section 14.8. Schedule Posting and Cancellation of XTO. The Village agrees to post the work schedule no later than the Friday prior to the monthly work period. Once an XTO day is posted on the schedule, the Village will not change or cancel that XTO day.

Section 14.9. Specialty Assignments. The Village will permit any employee to decline a specialty assignment (except for canine officer) after working for 5 years in that specialty assignment.

Section 14.10. Jury Duty. Employees who are scheduled to work a day, and who are required to serve jury duty on that day shall be compensated at their regular rate of pay for an 8-hour day for each day actually required for jury duty. Employees must turn their jury check back to the Village. If an employee is assigned to jury duty and is released before noon, the employee shall report for work no later than one hour after being released. If an employee is released before noon, the employee shall call the shift supervisor to advise of such release. Employees shall notify the shift supervisor as soon as they receive a jury summons, and provide a copy thereto. If the employee is an alternate juror, the employee shall notify the shift supervisor as soon as it is determined whether the employee is being called for jury duty. If jury duty is served on a day that the employee is scheduled to work a shift other than the day shift, the employee will be excused from work for an amount of time equal to the time spent on jury duty (i.e. if an employee is released after 4 hours of jury duty, the employee must work 4 hours on shift to be fully compensated).

Section 14.11. Personnel Files. If the Union files a written authorization from an employee within its collective bargaining unit, the Village agrees to provide to the Union a copy of all written reprimands, suspensions, or discharges pertaining to that employee.

Section 14.12. Layoffs and Recall. The Village in its discretion shall determine whether layoffs or reduction in force are necessary. If it is determined that layoffs or reduction in force are necessary, employees covered by this Agreement will be laid off in reverse order of seniority in rank. For example if there is a layoff in the rank of sergeant, the employee with the least seniority in the rank of sergeant (not on the police department) would be laid off. This employee would then be able to bump any less senior employee (as determined by time of employment on the police department) in a lower rank such as patrol officer. The Village may request volunteers for layoff. The Village may provide an incentive for layoff and early retirement.

Employees who are laid off shall be placed on a recall list. Employees would be recalled before the Village hires any new sergeants. Employees shall be recalled in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled. Employees who are recalled shall be given not less than 10 calendar days notice of recall which shall be sent to the employee and to the Union. An employee



shall be given 7 calendar days from the mailing date of the recall notice to respond to the Village with respect to whether or not the employee shall accept the recall. If an employee fails to timely respond, his name shall be permanently removed from the recall list. It shall be the responsibility of the employee to provide in writing a current address to the Chief of Police.

Section 14.13. GPS Locating Systems and In-Car Video Recording Systems. The Chief of Police shall establish policies for the operation of in-car video recording and GPS location devices. The primary purpose of such devices is to aid the Village and officers in the performance of their duties. Such devices may be used for an internal investigation to verify events, facts and circumstances that have otherwise come to the attention of the Department; but such devices shall not be the sole evidence to support any discipline of an officer on the first offense without a prior written warning as to similar conduct.

#### **ARTICLE XV - RESIDENCY**

Section 15.1. Residency Requirement. Employees are required to reside and be domiciled within a 35 mile radius from the intersection of 95th Street and Kedzie Avenue.

#### **ARTICLE XVI - LEAVE OF ABSENCE**

Section 16.1. Voluntary Leave of Absence. Subject to the needs of the department and approval of the Board of Fire and Police Commissioners, an employee shall be granted a leave of absence for a period of up to one year. It is agreed between the parties hereto that leave of absence shall be granted to no more than 2 employees in any one year. It is further understood and agreed that reappointment will be made only when an opening on the department exists. Prior to application for reappointment vacancies on the department shall be filled from the posted eligibility lists. After application for reappointment the employee shall be reinstated upon the first opening of the first vacancy on the department.

#### **ARTICLE XVII - SEPARABILITY, DURATION AND TERMINATION**

Section 17.1. Provisions of Agreement. This Agreement constitutes the entire Agreement between the parties, and concludes collective bargaining on any subject whether included in this Agreement or not, for the term of this Agreement. If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the term of this Agreement. Further, the above and foregoing Agreement shall be put into effect only in the manner and extent allowed and provided for by federal law and regulations and all other applicable laws.



Section 17.2. Complete Agreement and Waiver. 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 collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity were set forth in this Agreement. Therefore, the Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject matter, or with respect to the impact or effects upon Employees of the Village's exercise of its rights under this Agreement, except as to the impact and effect of matters not contemplated or not foreseen by both the Village and the Union resulting from changes in law not within the control of either of them.

Section 17.3. Effective Date. This Agreement shall become effective upon execution by both parties, and shall remain and continue in full force and effect until and including April 30, 2021. This Agreement shall continue from year to year thereafter, unless the Union or the Village shall notify the other in writing not less than 60 days prior to the expiration of the term thereof, of its intention to modify or terminate this Agreement. The provisions of Section 7.1, Wage Rates; Section 9.3, Medical, Dental and Life Insurance Benefits; and Section 10.2, Uniform Allowance, shall be effective retroactive to May 1, 2017.

IN WITNESS WHEREOF, this Agreement is executed for and on behalf of the Village of Evergreen Park by its Mayor and Village Clerk and for and on behalf of the Union by its officers thereunto duly authorized by the Union.

VILLAGE OF EVERGREEN PARK

James J. Lofton

Catherine T. Paris

ILLINOIS COUNCIL OF POLICE

Norm Frese  
Norm Frese, President

Steve Stiers  
Steve Stiers, Chapter Representative

**SCHEDULE A**

**SERGEANTS**

**All Wages  
Retroactive to  
May 1, 2017**

		5/1/17-	5/1/18-	5/1/19-	5/1/20-
Years of Service	Present	4/30/2018	4/30/2019	4/30/2020	4/30/2021
		3.00%	3.00%	3.00%	3.00%
First	96,916.14	99,823.63	102,818.33	105,902.89	109,079.97
Second	97,506.22	100,431.40	103,444.34	106,547.67	109,744.10
Third	101,369.00	104,410.08	107,542.38	110,768.65	114,091.71
Fourth				113,213.38	116,609.78
Fifth				115,760.68	119,233.50

**Village of Evergreen Park**  
**Blue Cross Blue Shield of Illinois Plan Design Alternatives**  
**PPO Plan**  
**Proposed Plan Design Changes**

Proposed Plan Design Changes	Effective
<b>Retail Prescription Drug Copay (Must Order 2 times Retail)</b>	
From: \$30 generic/\$50 brand name-formulary/\$65 brand name non-formulary	
To: No change	
<b>Coinsurance Percentage</b>	
From: 80% network, 70% non-network	
To: 80% network, 60% non-network	Effective 1/1/18
To: 80% network, 60% non-network	Effective 1/1/19
To: 80% network, 60% non-network	Effective 1/1/20
<b>Calendar Year Deductible</b>	
From: Deductible cross applies	
To: Deductible does not cross apply	Effective 1/1/18
To: Deductible does not cross apply	Effective 1/1/19
To: Deductible does not cross apply	Effective 1/1/21
From: \$550(s)/\$1,650(f) network and \$700(s)/\$2,100(f) non-network	
To: No change	
<b>Calendar Out-of-Pocket Maximum (excluding the deductible)</b>	
From: Out of Pocket Maximum cross applies	
To: Out of Pocket Maximum does not cross apply	Effective 1/1/18
To: Out of Pocket Maximum does not cross apply	Effective 1/1/19
To: Out of Pocket Maximum does not cross apply	Effective 1/1/20
From: \$600(s)/\$1,200(f) network and \$1,050(s)/\$2,100(f) non-network	
To: \$600(s)/\$1,800(f) network and \$1,000(s)/\$3,000(f) non-network	Effective 1/1/18
To: \$650(s)/\$1,050(f) network and \$1,000(s)/\$3,000(f) non-network	Effective 1/1/19
To: \$700(s)/\$2,100(f) network and \$1,500(s)/\$3,500(f) non-network	Effective 1/1/20
<b>Network Physician's Office Visit and Specialist (Note: Medical co-pays go toward out of pocket maximum)</b>	
From: \$35 primary care physician and specialist office visit copay	
To: No change	
<b>Emergency Room Benefit</b>	
From: 80% after a \$150 copay and deductible	
To: No change	
<b>Inpatient Hospital Copay Per Admission</b>	
From: 80% after the deductible network and 70% after the deductible non-network	
To: 80% after the deductible network and 60% after the deductible non-network	Effective 1/1/18
To: 80% after the deductible network and 60% after the deductible non-network	Effective 1/1/19
To: 80% after the deductible network and 60% after the deductible non-network	Effective 1/1/20
<b>Outpatient Hospital Surgery Copay Per Admission</b>	
From: 80% after the deductible network and 70% after the deductible non-network	
To: 80% after the deductible network and 60% after the deductible non-network	Effective 1/1/18
To: 80% after the deductible network and 60% after the deductible non-network	Effective 1/1/19
To: 80% after the deductible network and 60% after the deductible non-network	Effective 1/1/20
<b>Prescription Drug Out of Pocket Maximum</b>	
From: \$1,000(s)/\$3,000(f)	
To: \$2,000(s)/\$6,000(f)	Effective 1/1/18
To: \$2,000(s)/\$6,000(f)	Effective 1/1/19
To: \$3,000(s)/\$9,000(f)	Effective 1/1/20

Prepared By: Insurance Services Division of Matthew Young (at  
 Evergreen Park)

POLICE  
PROPOSED CONTRIBUTION SCHEDULE

SCHEDULE C

PPO	Current	Effective	Effective	Effective	Effective
	2017	1/1/2018	1/1/2019	1/1/2020	1/1/2021
Single Medical	\$ 71.00	\$ 76.00	\$ 81.00	\$ 86.00	\$ 91.00
Single +1 Medical	\$ 142.00	\$ 152.00	\$ 162.00	\$ 172.00	\$ 182.00
Family Medical	\$ 147.00	\$ 157.00	\$ 167.00	\$ 177.00	\$ 187.00

HMO	2017	Effective	Effective	Effective	Effective
		1/1/2018	1/1/2019	1/1/2020	1/1/2021
Single Medical	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
Single +1 Medical	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00
Family Medical	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00

DENTAL	2017	Effective	Effective	Effective	Effective
		1/1/2018	1/1/2019	1/1/2020	1/1/2021
Single	\$ 8.00	\$ 9.00	\$ 10.00	\$ 11.00	\$ 12.00
Single +1	\$ 12.00	\$ 13.00	\$ 14.00	\$ 15.00	\$ 16.00
Family	\$ 14.00	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00