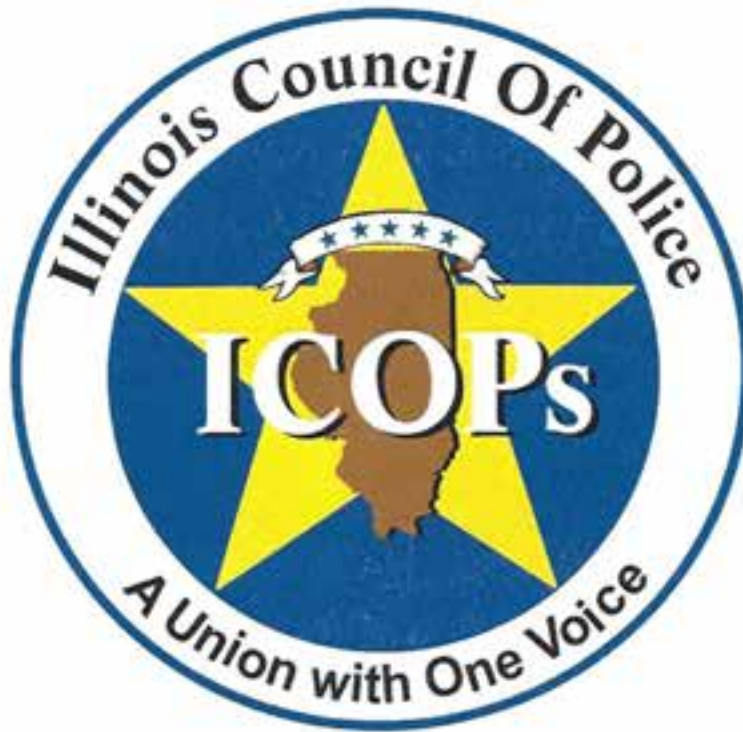


AGREEMENT



Between

Illinois Council of Police

And

Village of Lyons

Covering

Village of Lyons Police Department

Sergeants and Patrol Officers

January 1, 2019 through December 31, 2023

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Between

ILLINOIS COUNCIL OF POLICE

and

VILLAGE OF LYONS, ILLINOIS

Covering Lyons Police Department Sergeants and Patrol Officers
January 1, 2019 through December 31, 2023

ARTICLE I PREAMBLE

This agreement ("Agreement") is entered into by and between the Village of Lyons, an Illinois Municipal Corporation (herein referred to as the "Employer" or "Village") and the Illinois Council of Police (herein referred to as the "Council").

The purpose of this Agreement and the intent of the parties hereto is to establish and promote mutual harmonious understandings and relationships between the Employer and the Council, to promote departmental efficiency and effectiveness, to establish wages, hours, standards and other terms and conditions of employment of Employees covered by this Agreement, and to provide for the equitable and peaceful adjustment and resolution of differences which may arise from time to time over the negotiation, interpretation and application of this Agreement.

In consideration of the mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representatives, do mutually covenant and agree as follows:

ARTICLE II RECOGNITION AND PROBATIONARY PERIOD

Section 2.1 Recognition

The Village hereby recognizes the Council as the sole and exclusive bargaining agent for the purpose of collective bargaining on any and all matters relating to wages, hours, and working conditions of all full-time police officers below the rank of lieutenant employed by the Police Department of the Village of Lyons, Illinois (hereinafter referred to as "Member," "Employee," or "Officer"), as of the date of recognition, and those that elect to join the Council thereafter.

Positions excluded from the above-described bargaining unit shall include lieutenants, Chief, all other supervisory, confidential and managerial employees and all other employees of the Employer and any others excluded by the Illinois Public Labor Relations Act, 5 ILCS 315/1.

Full-time Employees shall be divided into two classifications; first, Employees employed by the Employer as of October 1, 2015 and second, Employees hired after October 1, 2015.

Section 2.2 Probationary Period

The probationary period for all newly hired Employees shall be eighteen (18) months from the initial hire date, unless otherwise prohibited by the Illinois Compiled Statutes, in which case the statutory provision shall apply. During the probationary period, an Employee shall be entitled to all rights and benefits provided for in this Agreement, except that an Employee may be subject to discharge without cause.

ARTICLE III MANAGEMENT RIGHTS

Except as specifically limited by the express written provisions of this Agreement, the Employer retains all traditional rights to manage and direct the affairs of the Employer in all of its various aspects and to manage 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 Employer; to supervise and direct the working forces to establish the qualifications for employment; to assign overtime; 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, to suspend, and discharge Employees for just cause; to change or eliminate existing methods, equipment or facilities or 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 Employer and the Police Department in the event of civil emergency, riots, civil disorders, tornado conditions, floods, and other disasters as may be declared by the Village President, the Village Manager, the Chief of Police or their authorized designees; and to generally carry out the mission of the Employer.

No exercise of inherent managerial authority shall be subject to the grievance procedure unless such exercise adversely affects or contradicts the express terms of this Agreement. In other cases, the Employer shall be obligated to bargain collectively regarding the impact on wages, hours or terms and conditions of employment resulting from such exercises of managerial authority. Within twenty (20) calendar days following written notice of such exercise of managerial discretion, the Council or its representative(s) has the burden to tender, in writing, its request to bargain collectively regarding the impacts of the management decision. Failure to make such a request shall act as a waiver of the right to bargain regarding such exercise of managerial discretion.

ARTICLE IV EQUAL EMPLOYMENT AND NON-DISCRIMINATION

Section 4.1 Equal Employment Opportunity

The Employer will continue to provide equal employment opportunities for all Employees and to develop and apply equal employment practices.

Section 4.2 Non-Discrimination

The Employer will not discriminate against any Employee. Employment related decisions will be based on qualifications and predicted performance in a given position without regard to race, color, sex, religion, or national origin of the Employee. The Employer shall not discriminate against any Employee as a result of membership or non-membership in the Council.

Section 4.3 Use Of Masculine Pronoun

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only. It is further understood that the masculine pronoun includes the feminine pronoun as well.

Section 4.4 Non-Grievable Provision

The parties hereby agree that, should the Council and/or members of the Council deem it necessary to take legal action to enforce the rights enunciated in Sections 4.1 and 4.2 of this Article by means of Federal or State court or administrative proceedings, such action shall be in lieu of the grievance procedure contained in this Agreement.

Section 4.5 Conflict with Law

In the event that any legislature or court of competent jurisdiction shall rule that Section 4.4 is invalid and/or unlawful, Sections 4.1, 4.2, and 4.4 shall be stricken and this Agreement shall be read as if said Sections had never been a part thereof. Upon written notice from either party pursuant to Article XXXV below, the parties shall meet to negotiate regarding possible appropriate substitute provisions.

Section 4.6 ADA Compliance

Nothing in this Agreement shall be construed to prevent the Employer from taking any action or establishing any policy which is either consistent with or required by the Americans With Disabilities Act of 1990 (ADA). If the Employer's actions in compliance with the ADA conflict with any provision of this Agreement, such actions in furtherance of ADA compliance shall supersede this Agreement.

ARTICLE V DUES DEDUCTION

Section 5.1 Dues Deduction

Within five (5) business days after receipt of a lawfully written and signed authorization form from an Employee, the Employer shall deduct the amount of Council dues and initiation fee, if any, set forth in such form and any authorized increase therein and shall remit such deductions monthly to the Illinois Council of Police at the address designated by the Council in accordance with the laws of the State of Illinois. The Council shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date.

Section 5.2 Dues

With respect to any Employee on whose behalf the Employer receives lawfully written authorization (on the form attached as **Appendix A**), the Employer shall deduct from the wages of the Employee the dues and/or financial obligation uniformly required and shall forward the full amount to the Council by the tenth (10th) day of the month following the month in which the deductions are made. Deductions shall be made each pay period and remitted directly to the Union.

Authorization for such deductions shall be irrevocable unless revoked by written notice from the Employee to both the Employer and the Council during the thirty (30) day period prior to the expiration of this Agreement. The Employer will not similarly deduct dues for any other labor organization for Employees covered by this Agreement.

Section 5.3 Indemnifications

The Council shall indemnify the Employer and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the Employer for the purpose of complying with the provisions of this Article.

ARTICLE VI RESOLUTION OF IMPASSE

Section 6.1 Impasses

If, in any case of a dispute between the Employer and the Council, the collective bargaining process reaches an impasse with the result that the Employer and Council are unable to affect a settlement, then either party to the dispute, after written notice to the other party containing specifications of the issue or issues in dispute, may request the appointment of an arbitrator.

Section 6.2 Selection Of Arbitrator

The arbitrator shall be selected from a list supplied by the Federal Mediation and Conciliation Service or its successor in function as requested by the parties. Such list shall contain the names of seven (7) members of said service. A representative of each party shall alternately strike a name from the list within five (5) days following the receipt of the list. The final name remaining on the list shall be the arbitrator. The party to strike first shall be determined by a coin toss. Each party retains the right to reject the first entire list as tendered. If such right of rejection is exercised by either party, the other party shall have the same right of rejection with respect to the second list tendered. Under such circumstances, the third list shall be final unless mutually agreed otherwise by the parties.

The individual whose name remains on the list shall serve as arbitrator and shall commence arbitration proceedings pursuant to the time limit requirements contained in the Illinois Public Labor Relations Act.

Section 6.3 Basis For Arbitrator's Findings

Where there is no agreement between the parties, or where there is an agreement, but the parties have begun negotiations or discussions on a new Agreement or amendment of the existing Agreement, and wage rates or other conditions of employment under the proposed new or amended Agreement are in dispute, the arbitrator shall base his findings, opinions and order upon the factors set forth in Section 14(h) of the Illinois Public Labor Relations Act, 5 ILCS 315/14(h).

Section 6.4 Expenses Of Arbitration

The compensation of the arbitrator, as well as stenographic and other expenses incurred in connection with the arbitration proceedings, shall be paid as provided by state statute.

ARTICLE VII BILL OF RIGHTS

Section 7.1 Conduct Of Disciplinary Investigation

Whenever an Employee is under investigation or subjected to interrogation by the Employer, for any reason, which could lead to disciplinary action, demotion or dismissal, the investigation or interrogation shall be conducted in accordance with the Uniform Peace Officers Disciplinary Act, 50 ILCS 725/.

Section 7.2 Non-Disclosure

No Employee shall be required or requested to disclose any item of his property, income, assets, source of income, debts, or personal or domestic expenditures (including those of any member of his family or household) unless such information is necessary in investigating a possible conflict of interest with respect to the performance of his official duties, or unless such disclosure is required by law.

Section 7.3 Non-Adoption Of Ordinance

The Employer shall not adopt any ordinance and the Police Department shall not adopt any regulation, which prohibits the right of an Employee to bring suit arising out of his duties as an Officer.

Section 7.4 Photo Dissemination

Photo(s) of an Employee under investigation shall not be made available by the Employer to the media prior to a conviction for a criminal offense, or prior to a decision being rendered, except as required by law.

Section 7.5 Compulsion Of Testimony

The Employer shall not compel an Employee under investigation to speak or testify before or to be questioned by any non-governmental agency, except as may be required under the cooperation provisions of the Village's indemnification and workers' compensation insurance policies.

Section 7.6 Uniform Peace Officers Disciplinary Act

For the purposes of this Article, all definitions and provisions of the Uniform Peace

Officers Disciplinary Act, 50 ILCS 725/, shall apply, except to the extent contrary to the express terms of this Article.

Section 7.7 Right to Representation

Without limiting the applicability of the other provisions of this Article, if an Employee is required to submit to an investigatory interview with a supervisor and the Employee reasonably believes that responses may result in disciplinary action, the Employee may request the presence of a reasonably available union representative to assist the Employee during such interview.

Section 7.8 Disciplinary Procedure

The Employer and the Council agree that disciplinary actions of five (5) days or less are appealable through the grievance procedure. When the Employer is contemplating a suspension of more than five (5) days or termination, the Employer shall notify the Council so as to provide the Council the opportunity to elect, irrevocably and in writing, to proceed through the Board of Police Commissioners or the grievance/arbitration procedure. The Council shall make the election in writing within ten (10) days of being notified of the contemplated discipline. Upon the Union's election to appeal discipline of more than five (5) days or termination through the grievance procedure, the Chief of Police has sole authority to issue and implement such suspension or termination subject to review by the grievance procedure, and the Council and the Employee shall be deemed to have waived any right to proceed before the Board of Fire and Police Commissioners.

Oral and written reprimands are not subject to the grievance procedure, however, reprimands shall be expunged from the Employee's records and not considered towards future discipline if the matter giving rise to the reprimand is not repeated by the Employee within a one (1) year period.

ARTICLE VIII

DRUG AND ALCOHOL TESTING PERMITTED

Section 8.1 Statement

It is the policy of the Employer that the public has the reasonable right to expect persons employed by the Employer to be free from the effects of drugs and alcohol. The Employer has the right to expect Employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such a manner as not to violate any established rights of the Employees.

Section 8.2 Prohibitions

Employees shall be prohibited from:

- (a) Consuming or possessing alcohol or illegal drugs (unless in accordance with duty requirements) at any time during the work day or anywhere on any Employer

premises or job sites, including all Village buildings, properties, vehicles and the Employee's personal vehicle while engaged in Village business;

- (b) Illegally selling, purchasing or delivering any illegal drug during the work day or on the Employer's premises on or off duty;
- (c) Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Section 8.3 Drug and Alcohol Testing Permitted

If the Employer has reasonable cause to believe that an Employee is under the influence of alcohol or illegal drugs during the course of the work day, the Employer shall have the right to require the Employee to submit to alcohol or drug testing as set forth in this Agreement. At least one (non-bargaining unit) supervisor who is not a member of the Council must certify his reasonable suspicions concerning the affected Employee prior to any order to submit to the testing authorized herein. The Employer may also institute a random testing program for Employees covered by this Agreement, provided that such testing of Employees will not occur more than twice per calendar year. Random testing selection shall be performed utilizing a random method agreed to between the Employer and the Council. The foregoing shall not limit the right of the Employer to conduct tests as it may deem appropriate for persons seeking employment prior to their date of hire.

Section 8.4 Order to Test

At the time an Employee is ordered to submit to testing as authorized by this Agreement, the Employer shall provide the Employee with a written notice of the order, setting forth all of the objective facts and reasonable inferences drawn from such facts which provide the basis of the order to test. The Employee shall be permitted to consult with a representative of the Council at the time the order is given. No questioning of the Employee shall be conducted without first affording the Employee the right to Council representation and/or legal counsel. Refusal to submit to such testing may subject the Employee to discipline, but the Employees taking the test shall not be construed as a waiver of any objections or rights that he may have.

Section 8.4(a) Random Testing Method

The Employer shall provide a list of eligible names and badge numbers (for NIDA testing). Social Security numbers will not be used or disseminated. NIDA testing is the only method to be used for all testing procedures.

Employees shall be selected randomly by the testing facility as long as no Employee is selected or tested more than twice in any given calendar year. A "calendar year" shall be defined as January 1 - December 31. Once the Employees are selected, a report will be generated and sent to the Chief of Police or his designee. If an Employee has been tested more than twice in one calendar year, he will inform the Employer and the Employee's name will be pulled off the list for the remainder of that calendar year.

The Chief of Police or his designee will then notify the Employees to report to the test facility for their respective tests. If the Employee is working the night shift, the Sergeant of that shift will be notified, just prior to the shift starting, to send the Employee as soon as he reports for duty. No Employee will be required to take a random drug/alcohol test if they are not currently working. After the test results are known, the Chief of Police or his designee will be given a copy of the results and a copy of the results shall also be given to the Employee.

In order to keep this a true random test, the test facility shall generate the list of all eligible Employees monthly and the Employer will review the list. If an individual has been tested more than twice in one calendar year, he will inform the Employer and the Employee's name will be pulled off of the list for the remainder of that calendar year.

The Village will in no way influence or take part in the random selection process other than to remove people from the random list who have already been selected twice in the current calendar year. Results of the testing will be kept strictly confidential in each Employee's personnel file.

Section 8.5 Test Conducting

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

- (a) Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- (b) Ensure that the laboratory or facility selected conforms to all NIDA standards;
- (c) Establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result. No Employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
- (d) Collect a sufficient sample of the same body fluid or material from an Employee to allow for initial screening, a confirmatory test and a sufficient allowance for later testing if requested and paid for by the Employee;
- (e) Collect samples in such a manner as to insure a high degree of security for the sample and its freedom from adulteration;
- (f) Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;

- (g) Provide the Employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the Employee's own choosing at the Employee's own expense, provided the Employee notifies the Chief of Police within seventy-two (72) hours of receiving the results of the tests;
- (h) Require that the laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Employer that are inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of tests administered), the Employer will not use such information in any manner or forum adverse to the Employee's interests;

With regard to random alcohol testing, for the purpose of determining whether the Employee is under the influence of alcohol, test results showing an alcohol concentration of .06 or more based upon the grams of alcohol per 100 milliliters of blood shall be considered positive.

- (i) Provide each Employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results.
- (j) Insure that no Employee is the subject of any adverse employment action except temporary reassignment or relief from duty with pay during the dependency of any testing procedure. Any such temporary reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

Section 8.6 Right to Contest

The Council and/or the Employee, with or without the Council, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be filed at Step 3 of the grievance procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that Employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own discretion, with or without assistance of the Council.

Section 8.7 Voluntary Treatment

The Employer shall take no adverse employment action against an Employee who voluntarily seeks and successfully completes treatment, counseling or other support for an alcohol or drug related problem, other than the Employer may require reassignment of the Employee with pay if he is unfit for duty in his current assignment. The Employer shall make available a means by which the Employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the Employer, through whatever means,

shall not be used in any manner adverse to the Employee's interests, except reassignment as described above.

Section 8.8 Disciplinary Action

Employees who test positive during a random test may be subject to disciplinary action up to and including discharge. All Employees who voluntarily seek assistance with drug and/or alcohol related problems, prior to receiving an order for random testing shall not be subject to any disciplinary or other adverse employment action by the Employer solely because of such positive tests. However, nothing in this section shall bar discipline for other consequences that arise out of the presence of controlled substances or alcohol in the Employee's system. The provisions of Section 8.7 and 8.8 are conditioned upon the following:

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

Employees who do not agree to, or comply with the above conditions, or who test positive a second or subsequent time for the presence of illegal drugs or alcohol during the hours of work, shall be subject to discipline, which may include discharge.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an Employee on active status throughout the period of rehabilitation if it is determined that the Employee's current use of alcohol or drugs prevents the Employee from performing the duties of a Police Officer or whose active status would constitute a direct threat to the property or safety of others. Such Employees shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence, at the Employee's option, pending treatment. The foregoing shall not limit the Employer's right to discipline Employees for misconduct, provided such discipline shall not be increased or imposed due to alcohol or drug abuse without misconduct.

ARTICLE IX GRIEVANCE AND ARBITRATION

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. For the purposes of this Agreement, a grievance is any dispute or difference of opinion raised by an Employee or the Council against the Employer involving the meaning, interpretation or application of the provisions of this Agreement. Any time period provided for under the steps in the grievance procedure may be mutually extended or contracted.

STEP 1. Deputy Chief

If the parties are unable to resolve the grievance informally, the Employee, with or without a Council representative, may submit such grievance for resolution by means of the formal grievance procedure, provided such grievance is reduced to writing on a standard form attached as **Appendix B** and presented to the Deputy Chief within ten (10) business days of the occurrence or circumstance giving rise to the grievance or within ten (10) business days of when the Employee should have reasonably known of such occurrence or circumstance. As soon as possible after receipt of the grievance, the supervisor shall schedule a meeting with the Employee, with or without a Council representative, to discuss the grievance. Within ten (10) business days after said meeting, the Deputy Chief shall render a decision.

STEP 2. Chief of Police

If not adjusted in Step One, the grievance shall be presented by the Employee to the Chief of Police within ten (10) business days following the receipt of the Deputy Chief's answer in Step One. The Chief of Police shall attempt to adjust the grievance as soon as possible, and therefore will schedule a meeting with the Employee, his immediate supervisor and Council representative within ten (10) business days after receipt of the grievance. The Chief of Police shall then render a decision, based on the information supplied during the meeting, within ten (10) business days following the meeting.

STEP 3. Village Manager

If the grievance is not adjusted in Step Two, the grievance shall be submitted to the Village Manager within ten (10) business days of the receipt of the Chief of Police's response to the Step Two procedure. A meeting shall be held at a mutually agreeable time and place with the Village Manager to discuss the grievance and hopefully come to an equitable solution. If a grievance is settled as a result of such a meeting, the settlement shall be reduced to writing and signed by the parties. If no settlement is reached, the Village Manager shall give the Council the Employer's answer within fifteen (15) business days following the meeting.

STEP 4. Arbitration

If the grievance is not settled in Step Three, the matter shall be referred for arbitration by written request by the Council made within fifteen (15) business days of the Employer's answer in Step Three. Arbitration shall proceed in the following manner:

- a) The arbitrator shall be selected pursuant to the procedures set forth in Section 6.2 of this Agreement.
- b) The arbitrator shall promptly review the grievance and the information and decisions rendered at the various steps of the grievance procedure. The arbitrator shall confer with the parties to this grievance as necessary and may hold a hearing. The scope of the hearing shall be at the sole discretion of the arbitrator. The hearing shall only be open to all parties in interest.

- c) The arbitrator shall issue his decision not later than thirty (30) calendar days from the date of closing of any conference or hearing, if necessary, or if no conference or hearing is required, then from the date when the final grievance documents are submitted.
- d) The decision of the arbitrator shall be in writing and shall set forth the findings of fact, reasoning and conclusions of the issues submitted.
- e) The decision of the arbitrator shall be binding on the parties involved in the grievance.
- f) The cost of the arbitration shall be borne equally by the Council and the Employer.
- g) If the arbitrator calls for meetings or hearings and these meetings cannot be held during the normal working hours of the grieved Employee, then no additional compensation or overtime payments shall be made by the Employer to either the aggrieved Employee, witnesses or representatives of the Council.
- h) The arbitrator may interpret this Agreement but shall have no right to ignore, add to, take from, or modify any provisions hereof.
- i) All grievances involving suspensions of five (5) days or less shall be subject to expedited arbitration. The Council and the Employer agree to cooperate in the selection of an arbitrator who can conduct a hearing within thirty (30) days following the Council's request for arbitration.

ARTICLE X NO STRIKE

Section 10.1 No Strike Commitment

Neither the Council nor any Employee will call, institute, authorize, participate in, sanction, encourage, or ratify any strike, work stoppage, or other concerted refusal to perform duties by any Employees or Employee group, or the concerted interference with, in whole or in part, the full, faithful and proper performance of the duties of employment with the Employer. Neither the Council nor any Employee shall refuse to cross any picket line, by whomever it is established.

Section 10.2 Resumption Of Operations

In the event of actions prohibited by Section 10.1 above, the Council shall immediately disavow such action and request the Employee to return to work and shall use its best efforts to achieve a prompt resumption of normal operations. The Council, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 10.3 Council Liability

Upon the failure of the Council to comply with the provisions of Section 10.2, any agent or official of the Council who is an Employee covered by this Agreement may be subject to the provisions of Section 10.4.

Section 10.4 Discipline Of Strikers

Any Employee who violates the provisions of Section 10.1 shall be subject to immediate discharge. Any action taken by the Employer against any Employee who participates in actions prohibited by Section 10.1 shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, except that the issue of whether an Employee in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

ARTICLE XI LABOR MANAGEMENT CONFERENCES

Section 11.1 Meetings

The Council and the Employer mutually agree that, in the interests of efficient management and harmonious Employer - Employee relations, it is desirable that Council representatives and the Employer hold occasional labor-management meetings.

Such meetings may be requested at least seven (7) days in advance, by either party by placing in writing a request to the other for a Labor-Management conference, and expressly providing the agenda for such meeting. Such meetings and locations shall be limited to:

- (a) Discussion on the implementation and general administration of this Agreement.
- (b) A sharing of general information of interest to the parties.
- (c) Notifying the Council of changes in non-bargaining conditions of employment contemplated by the Employer, which may affect Employees.

Section 11.2 Understanding

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at Labor-Management conferences, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings, except by mutual agreement of the parties.

Section 11.3 Attendance

When absence from work is required to attend Labor Management conferences as defined

in Section 11.1, Employees shall, before leaving their assignment, give reasonable notice to and receive approval from their supervisor. If the meeting is held while the Employee is on duty, the Employee will remain in pay status for the remainder of his normal work period. Supervisors shall approve the absence except in emergency situations. Employees attending such conferences shall be limited to three (3).

Travel expenses associated with any Labor Management conference shall be the responsibility of the Employee.

ARTICLE XII LAY-OFF AND PART-TIME OFFICERS

Section 12.1 Lay-Off

Prior to laying off any permanent Employees, all probationary, temporary, or part-time peace officers (as defined herein) functioning within the Police Department shall be laid off or terminated as the case may be. The Employer will endeavor to notify the Council thirty (30) days prior to the lay-off of an Employee.

In the event of a lay-off of Employees, the Employer agrees not to hire civilian personnel to perform the duties that only a peace officer can perform. A peace officer shall be defined to mean any person who, by virtue of his office, is vested by law with a duty to maintain public order and make arrests for offenses.

In the event of a lay-off, Employees shall be laid off in the reverse order of their seniority. Re-hiring shall be in accordance 65 ILCS 5/10-2.1-18.

Section 12.2 Part-Time Officers

The Employer may hire as many part-time officers as it considers appropriate in its sole discretion.

All part-time officers shall be certified by the Illinois Standards and Training Board before being hired as a probationary part-time officer. Once hired, all part-time officers must successfully complete a twelve (12) month probationary period supervised by a full-time Employee. However, the Chief may determine a reduced probationary period for part-time officers who are currently employed as a certified officer by another police department.

Specialty Positions shall be determined by the Chief of Police.

Employees trained to do truck enforcement will do so while working their assigned shift. If truck enforcement becomes a designated Specialty Position, the truck enforcement position will be offered first to all Employees and if no Employee accepts the position, the position may be offered to part-time officers.

Any Employee assigned to the detective position will receive the same compensation as an officer assigned and serves as an Officer in Charge ("OIC") as detailed in Section 23.1.

Part-time officers may not work more than one thousand five hundred sixty (1560) hours per year and must be subject to reasonable in service training.

Section 12.3 Detectives

The Employer may assign one or more Employees along with part-time officers to assist the assigned Employees as detectives.

ARTICLE XIII EMPLOYEE SECURITY

Section 13.1 Just Cause Standard

No Employee shall be suspended, relieved from duty or disciplined in any manner without just cause, except probationary officers as provided in Section 2.2 of this Agreement.

Section 13.2 File Inspection

The parties agree to comply with the Illinois Personnel Records Review Act, 820 ILCS 40/0.01.

Section 13.3 Limitation On Use Of File Material

It is agreed that any material and/or matter not available for inspection, as provided in Section 13.2, shall not be used in any manner or any forum adverse to the Employee's interests.

Section 13.4 Use And Destruction Of File Material

Disciplinary investigation files and disciplinary suspensions will be destroyed by the Employer five (5) years after the date of the incident or the date upon which the violation is discovered, whichever is longer, unless the investigation relates to a matter which has been subject to either civil or criminal court litigation prior to the expiration of the five (5) year period. In such instances, the complaint case files normally will be destroyed five (5) years after the date of the final court adjudication, unless a pattern of sustained infractions exists or unless the investigation involved a felony, in which case said records will be permanently maintained.

Any information of an adverse employment nature which may be contained in any unfounded, exonerated or otherwise not sustained file shall not be used against the Employee in any future proceedings. Any record of summary punishment may be used for a period of time not to exceed two (2) years and shall thereafter not be used to support or as evidence of adverse employment action in the event that there has been no disciplinary action for the same or similar misconduct during those two (2) years.

ARTICLE XIV HOURS AND OVERTIME

Section 14.1 Hours of Work / Schedules

All hours worked in excess of the Employee's normal eight (8) or twelve (12) hour shift period shall be compensated as provided in Section 14.2. Starting times for Employees are subject to change, based on the needs of the Employer and following bargaining between the Employer and the Council, shall initially be as follows:

8 HOUR SHIFTS		12 HOUR SHIFTS		
Shift	Hours	Shift	Group	Hours
Day		Day	A&B	6:00 am to 6:00 pm
Afternoon		Night	C&D	6:00 pm to 6:00 am
Night	The eight (8) hour shift schedule will be determined by the Chief of Police			

These shifts shall be considered the normal workday and not subject to overtime compensation. The staffing levels shall be maintained in accordance with the following schedule provided that there are a sufficient number of Employees hired as of October 1, 2015 employed by the Employer.

HOURS	MINIMUM SCHEDULED
6:00 am to 6:00 pm	2 Employees
6:00 pm to 6:00 am	2 Employees

Each Employee shall be allowed a thirty (30) minute meal period per six (6) hour tour of duty. This meal period shall be considered out of service time during which the Employee will be subject only to priority calls. Employees will be allowed to take periodic coffee breaks as long as they are not out of service and properly perform their assignments.

The "shift length" shall be forty-two (42) days. Any two (2) week cycle can be used, but if not forty-two (42) days in length, adjustments must be made to make up hours due in less than twelve (12) hour payback. Shift changes occur on Wednesdays.

All Employees shall be assigned to an annual work schedule of not less than 2080 hours.

Section 14.2 Workday

All Employees, except Sergeants, Detectives and Employees hired before October 1, 2015, shall be assigned to twelve (12) hour work shifts. All Sergeants and Employees hired after October 1, 2015 shall be assigned eight (8) hour or twelve (12) hour shifts at the discretion of the Chief of Police. All Detectives shall be assigned to shifts at the discretion of the Chief of Police. The Chief of Police may assign Employees and part-time officers in order to balance the shifts in the sole discretion of the Chief of Police.

Section 14.2A Change of Schedule For Training Purposes:

Employee work schedules will not be adjusted when assigned to training, however, if the assigned training creates overtime, the affected Employee will receive compensatory time in lieu of overtime provided that once an affected Employee has accumulated 240 hours of compensatory time the affected Employee shall receive overtime.

Section 14.3 Overtime Payment

All approved overtime in excess of the hours required of any Employee by reason of the Employee's regular duty, whether of an emergency nature or of a non-emergency nature, shall receive one and one-half (1-1/2) times his actual hourly rate of pay for work performed. No Employees shall be compelled to work more than one-half (50%) of the hours of available overtime in connection with his regular twelve (12) hour shift. No Employee shall be permitted to work more than twenty (20) hours straight if scheduled to work the next day or twenty-four (24) hours straight if scheduled off the next day.

Section 14.4 Time Off Requests

All time off requests shall continue to be governed by this Agreement with the following exceptions:

- (a) All requests, selections, approvals and scheduling of "time off shall be determined within each individual shift group and the Employer shall not transfer Employees to accommodate time off requests. However, Employees shall be allowed to voluntarily transfer or switch shifts and / or shift groups so long as staffing is not altered and the command staff shall be notified in advance, if possible, and approve the change. Responses to these requests shall not be unreasonably delayed or withheld. Any approval or denial shall not be arbitrary or capricious. Further, denials shall be in writing, if requested by the affected Employee, stating the valid departmental need that existed and caused the denial. Vacations shall be selected by November 1st of each year for the following year. The Chief of Police shall post the vacation days in the automated scheduling program by the following December 1st. Employees will be allowed to hold five (5) vacation days not to be picked in the October vacation selection but selected intermittently during the calendar year. Absent exigent circumstances as reasonably determined by the Employer, the Employer shall not change an Employee's shift in a calendar year following an

Employee's selection of the Employee's vacation days.

- (b) Vacation days shall take priority over all other time off, except regular days off. A vacation week shall be considered as being any seven (7) consecutive days off including scheduled days off, subject to limitations on the use of compensatory time as set forth in Sections 14.5 and 14.4.
- (c) Personal days and shift "Kelly" days may be utilized in conjunction with vacation days in accordance with Article 27.2.
- (d) Once a shift "Kelly" day or a personal day has been approved and scheduled, there shall be no cancellation, unless mutually agreed by the Employer and Employee or a state of emergency is declared by the Chief of Police.

Section 14.5 Compensatory Time

An Employee may accrue back time to a maximum of 240 hours of compensatory time. Compensatory time shall be granted as long as minimum department manpower needs as determined by the Chief of Police are met. Compensatory time may be paid in lieu of overtime payment if the Employee in his discretion so elects. Compensatory time will be calculated at the same rate as overtime pay. Overtime shall be computed on the basis of completed fifteen (15) minute segments. Choice of time or money shall be at the Employee's discretion at the time the overtime is earned. The scheduling of compensatory time in conjunction with vacation leave shall be granted at the discretion of the Chief of Police and as long as minimum department manpower needs are met. Once granted, compensatory time may not be revoked unless by mutual agreement or except as specified in Section 14.4(d).

Section 14.6 Minimum Overtime/ Call-Back

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

Section 14.7 Court Time

Employees covered by this Agreement who are required to attend court outside their regularly scheduled work hours shall be compensated at the overtime rate as defined in Section 14.3 with a minimum of three (3) hours. Attempts shall be made by the Employer to schedule only fifty percent (50%) of a shift group to any single court date. Employees must be aware of the situation concerning staffing levels before requesting single days off or partial day compensatory time.

Section 14.8 Posting Of Work Schedule

The new work schedule shall be posted not less than twenty-one (21) days prior to its commencement. The Employer shall provide a base schedule to all Employees which will reflect the regularly scheduled on-duty and off-duty hours for each Employee as well as any and all vacations and training time. Thereafter, the Chief of Police or his designee will assume all responsibilities for granting and scheduling all remaining time off requests.

Section 14.9 Use Of Seniority In Overtime

Each Employee shall be paid at one and one-half (1 ½) times their straight time hourly rate of pay for all hours worked in excess the Employee's regular duty assignment. Overtime pay shall be received in fifteen (15) minute segments. For any Employee to be eligible for overtime pay, the additional time worked must be authorized in advance by the Police Chief or his designee.

The Chief of Police or his designee shall have the right to require overtime work and Employees may not refuse overtime assignments. In non-emergency situations the Chief of Police or his designee shall take reasonable steps to obtain volunteers for overtime assignment before assigning required overtime work. However, volunteers will not necessarily be selected for work in progress. Also, specific Employees may be selected for special assignments based upon specific skills, ability and experience they may possess. The Chief of Police or his designee will endeavor to equalize overtime opportunities among Employees who share the same general duties and work schedule each calendar year. If an Employee demonstrates that he has not been offered his fair share of overtime opportunities, he will notify the Chief of Police in writing for review and to balance overtime if necessary. Unless circumstances require otherwise, the Chief of Police or his designee shall take reasonable steps to fill overtime slots normally worked by Employees with other Employees.

In the event of scheduled overtime, Employees shall be offered the opportunity to work said overtime by order of seniority. In the event of scheduled overtime, Employees must use the automated scheduling system to bid for the open shift. Scheduling of overtime based on seniority will be determined by a seniority rotation process. The Employee with the most seniority will be offered the overtime first. If the Employee refuses or accepts the overtime the Employee will be placed at the bottom of the list. If declined the second highest senior Employee will be offered the overtime. In the event the 2nd most senior Employee accepts or declines the overtime that Employee will then be placed on the bottom of the overtime list. If accepted, the next opportunity for overtime will be first offered to the 3rd most senior Employee to be rotated until the list is exhausted and starts again with the most senior Employee. This will ensure all personnel have an equal opportunity to work overtime. This process does not pertain to special events such as the Lyons Car Show, July 4th, or other festivals that may occur within the Village. Overtime selection for these events will be based on seniority.

Once all Employees have declined scheduled overtime, part-time officers may be scheduled or ordered to fill the overtime. Employees shall not work more than six (6) consecutive days. Employees may not be ordered to perform overtime on scheduled vacation days or weeks. Employees shall not be ordered to fill more than half of the overtime hours consecutively to the Employee's regular workday. However, these overtime requirements may be amended, upon

notice to the Council if the Governor declares a state wide or regional emergency or if the Village President declares a Village emergency.

If the Employee does not know about the overtime at least 48 hours in advance, the Employer must conduct a call-out via the seniority list, before offering the said overtime to part-time officers. Employees may not work more than 360 hours of overtime in a calendar year. (January 1 to December 31.) Employees shall be paid double time for overtime they are ordered to work in excess of 360 hours. This limitation shall not include overtime such as court calls, special details or a follow up on an investigation. Employees shall be paid 1 ½ times for all such overtime. In the event all Employees have worked the maximum allowable overtime in a calendar year, the remaining overtime for that calendar year shall be assigned to part-time officers unless and Employee is ordered by the Chief of Police or his designee to work overtime. Any Employee can voluntarily work overtime after the 360 hours of overtime threshold has been satisfied, but the Employee will be paid at the Employee's regular overtime rate (1 ½). No Employee may work more than six (6) consecutive days.

Section 14.10 Shift "Kelly" Days

Employees are entitled to one (1) shift "Kelly" day of twelve (12) hours per shift length, due the nature of this twelve (12) hour schedule. Employees, by seniority, may select this additional day off during each shift length. Shift "Kelly" days cannot be accrued or carried over from shift length to shift length unless the Employee was unable to use the day due to vacation, training or an emergency. If an Employee does not select a "Kelly" day during the shift length it was earned or should a "Kelly" day be carried over, the command staff shall assign the "Kelly" day.

ARTICLE XV INDEMNIFICATION

Section 15.1 Employer Responsibility

Subject to the conditions set forth in Section 15.4, the Employer shall be responsible for, hold Employees harmless from and pay for damages or monies which may be adjudged, assessed or otherwise levied against any Employee covered by this Agreement pursuant to the 65 ILCS 5/1-4-6.

Section 15.2 Legal Representation

Employees shall have legal representation provided by the Employer in connection with any civil cause of action brought against an Employee resulting from or arising out of the performance of the Employee's duties.

Section 15.3 Cooperation

Employees shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Article.

Section 15.4 Applicability

The Employer will provide the protection set forth in Section 15.1 and Section 15.2 above, so long as the Employee was acting within the scope of his employment and where the Employee cooperates, as defined in Section 15.3, with the Employer in the defense of the action or claims.

ARTICLE XVI REPRESENTATIVES

For the purposes of administering and enforcing the provisions of this Agreement, the Employer agrees as follows:

Section 16.1 Grievance Processing

Reasonable time, if on duty, shall be permitted Employees who are Council representatives for the purpose of aiding or assisting or otherwise representing Employees in the handling and processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of pay.

Section 16.2 Council Negotiating Team

Members designated as being on the Council negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. If a designated Council negotiating team member is in regular day-off status on the day of negotiations, he will not be compensated for attending the session.

Section 16.3 Attendance At Meetings of The Council

The Employer agrees that the President, Vice President, Secretary and Treasurer of the Council shall be permitted reasonable time off with pay, if scheduled to work, and unpaid, if not scheduled to work, to attend general, executive and special meetings of the Council, provided:

- (a) No more than two (2) bargaining unit members shall be permitted time off with pay at one time;
- (b) No more than six (6) meetings per year shall qualify for this provision;
- (c) No meetings shall exceed more than two (2) hours in duration, except by mutual agreement of the Employee and the Council;
- (d) At least forty-eight (48) hours advance notice of such meetings shall be given by the Employee to the Chief of Police; and
- (e) All such meetings shall be subject to emergency interruption if deemed necessary by the Employer.

ARTICLE XVII

SENIORITY

Section 17.2 Seniority List

The Employer shall annually prepare a list setting forth the present seniority dates for all Employees covered by this Agreement and said list shall be posted for ten (10) calendar days beginning on February 1 of each year. Any objections to the list shall be filed with the Chief of Police within the posting period. The failure of any Employee to file such an objection shall constitute an agreement by the Employee that such list is accurate. Any objection so filed may be resolved through the grievance procedure, if filed in a timely manner pursuant to the time lines of the grievance procedure.

Section 17.3 Exception

Employees will not continue to accrue seniority credit for time spent on authorized unpaid leaves of absence in excess of thirty (30) days, unless otherwise agreed in writing by the Employer and the Employee.

ARTICLE XVIII

SAFETY ISSUES

Section 18.1 Safety Committee

The Chief of Police may appoint a designee(s) to represent him in meetings with the Council to discuss safety issues.

The Chief of Police or his designee shall meet a minimum of once a month with the Council Safety Committee, unless both parties agree that no meeting is necessary, to discuss safety issues.

Any report or recommendation which may be prepared by the Council or the Chief of Police as a direct result of these meetings will be in writing and copies submitted to the Chief of Police and the President of the Council.

Section 18.2 Disabling Defects

No Employee shall be required to use any equipment that has been designated by both the Council and the Employer as being defective because of a disabling condition unless the disabling condition has been corrected.

When an assigned department vehicle is found to have a disabling defect or is in violation of the law, the Employee will notify his supervisor, complete required reports, and follow the supervisor's direction relative to requesting repair, replacement, or the continued operation of said vehicle.

ARTICLE XIX

BULLETIN BOARDS

The Employer shall provide the Council with designated space on available bulletin boards, or provide bulletin boards on a reasonable basis, where none are available, upon which the Council may post its notices, provided such posting shall be non-inflammatory and nonpolitical in nature.

ARTICLE XX

DISABILITY BENEFITS

Any Employee absent from work on account of injury or illness sustained in the line of duty for any period not exceeding twelve (12) months shall receive full pay and benefits for the period of absence, provided such injury or illness is certified by a physician agreeable to the Employer. Such certification shall not be unreasonably withheld.

Any Employee who dies as a result of the performance of duties shall receive one (1) year of salary payable to the beneficiary, being the surviving spouse or children of the Employee.

ARTICLE XXI

LEAVES OF ABSENCE

Section 21.1 Bereavement Leave/Death In The Family

The Employer agrees to provide to Employees leave without loss of pay as a result of a death in the family, not to exceed three (3) consecutive working days taken within fourteen (14) days of the death of the family member.

Section 21.2 Definition Of "Family"

A member of the immediate family shall be defined to be an Employee's mother, father, wife, husband, daughter or son (including step or adopted), sister or brother (including half or step), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent or grandchild.

Section 21.3 Short Term Military Leave

Any Employee covered by this Agreement who is a member of the reserve force of the Armed Forces of the United States or the State of Illinois and who is ordered by the appropriate authorities to attend training programs or perform assigned duties shall be granted a leave of absence, without pay, for the period of such activity and shall suffer no loss of seniority rights. Employees who are called up for two (2) weeks active duty training may take a leave of absence without pay or take the option of using their earned vacation time.

Section 21.4 Educational Leave

Employees covered by this Agreement may be granted, upon written request, a leave of absence without pay, not to exceed a period of one (1) year, after authorization from the Employer.

Section 21.5 Injury Leave

An Employee who sustains injuries arising out of and in the course of his employment shall be covered by the provisions of the Workers' Compensation Act 820 ILCS 305/1, et seq. and the Public Employee Disability Act, 5 ILCS 345/1. No Employee will lose any benefits while injured on duty and will continue to accumulate all benefits provided by this Agreement. Employees on injury leave may be returned to light duty if able to perform the work and placed at the discretion of the Department.

Section 21.6 Jury Duty

Any Employee called for jury duty on a scheduled workday shall be compensated for the hours missed at his regular rate of pay. Employees shall endorse any jury paycheck to the Employer.

Section 21.7 Family and Medical Leave

The Employer and the Employees shall be subject to the Family and Medical Leave Act of 1993.

ARTICLE XXII WAGE RATES

Section 22.1 Wages Patrol

FOR EMPLOYEES HIRED ON OR BEFORE OCTOBER 1, 2015

1/1/2018	1/1/2019	1/1/2020	1/1/2021	1/1/2022	1/1/2023
\$93,750.58	\$95,625.59	\$97,538.10	\$99,976.55	\$102,475.96	\$105,037.86

Wage Sergeants

A starting Sergeant shall be paid \$5.00 per hour added to their base rate of pay in addition to their current salary and shall receive annual increases as follows:

1/1/2019	2%
1/1/2020	2%
1/1/2021	2.5%
1/1/2022	2.5%
1/1/2023	2.5%

Lateral Transfers

Employees who are lateral transfers and are certified as full time police officers by the Illinois Law Enforcement Training and Standards Board shall be paid salaries determined by the Village provided that these salaries shall not exceed the salaries paid of officers hired prior to October 1, 2015. The salaries paid to Employees hired as lateral transfers shall be increased

annually as follows:

1/1/2019	2%
1/1/2020	2%
1/1/2021	2.5%
1/1/2022	2.5%
1/1/2023	2.5%

Employees hired after October 1, 2015

All Employees hired after October 1, 2015, other than lateral transfers, shall receive the following annual salary:

Starting Salary	\$56,000.00
Year 1 Completed	\$58,800.00
Year 2 Completed	\$61,740.00
Year 3 Completed	\$64,210.00
Year 4 Completed	\$66,778.00

The Village shall have the option of raising the wages for Employees hired after October 1, 2015 at the Village's discretion upon notice to the Union but without the necessity of bargaining with the Union about the raises provided that the wages paid to Employees hired after October 1, 2015 shall not exceed the wages paid to Employees hired prior to October 1st, 2015.

Section 22.1A Sergeant Eligibility

No Employee will be eligible for promotion for a Sergeant position unless they have completed two (2) years of service as an Employee with the Employer. No Employee will be eligible for promotion for a Sergeant position unless they have completed two (2) full years of service as a full-time Police Officer with the Lyons Police Department and possess a total of five (5) years of full-time police experience from any other certified police agency as identified by the Illinois Law Enforcement Training and Standards Board.

All Employees shall be allowed to take the Sergeants exam but will not be promoted until they meet the above specified criteria.

Section 22.2 Field Training Pay

For each full shift that a Field Training Officer (FTO) is engaged in training a trainee, the (FTO) shall receive one (1) hour of pay at the overtime rate, in addition to any overtime earned.

Section 22.3 Longevity Pay

An Employee who reaches ten (10) years of service from the date of hire shall receive an additional \$800 per year on top of his salary. An Employee who reaches fifteen (15) years of service from the date of hire shall receive an additional \$1,700 per year on top of his salary.

Effective January 1, 2014, an Employee who reaches twenty (20) years of service from the date of hire shall receive an additional four percent (4%) year on top of his salary.

Section 22.4 Early Retirement

The Employer may, without notice to or participation by the Council, negotiate with individual Employees for their retirement from the Employer and may offer retirement incentives to those Employees which incentives may not be uniform for all Employees.

ARTICLE XXIII WORKING OUT OF CLASSIFICATION

Section 23.1 Officer in Charge

Any employee who serves as Officer in Charge ("OIC") shall be paid three dollars (\$3.00) per hour for each hour serving as OIC, in addition to the regular rate of pay. OIC's shall be assigned at the discretion of the Chief of Police.

Section 23.2 Vacation Effect

When an Employee is required to assume the duties and responsibilities of a rank higher than that which he normally holds for any accumulated total of at least six (6) months in any calendar year, the Employee shall be paid the rate for the higher rank including longevity for his vacation period with any necessary adjustments to be made at the end of the calendar year.

ARTICLE XXIV SICK LEAVE

Section 24.1 Accrual

All Employees covered by this Agreement shall be entitled to prorated sick leave which will be earned at the rate of twelve (12) hours for each full month of service each year. The maximum amount of accrued but unused sick leave that may be accumulated is ninety-six hours per year to a total of one thousand (1,000) hours.

Reasonable proof of illness and recovery may be required by the Employer before an Employee may return to work or receive sick leave benefits. Sick leave may be utilized for maternity leave, a physical or mental illness. If an Employee does not use any sick leave in a calendar year, he shall be entitled to one (1) personal day.

Section 24.2 Utilization

- (a) Sick leave shall only be used for the purpose for which it was intended, that being to provide an Employee protection against a loss of pay due to illness. Sick time shall be charged hour per hour for any sick time used. Except as provided in Section 24.1, accrued, unused, sick leave will be forfeited; provided, however, Employees who shall have one thousand (1,000) hours of accumulated sick leave, and have completed twenty (20) years of service shall upon retirement be paid at

full pay for all unused sick days up to a maximum of one thousand (1,000) hours as provided in Section 24.3 below.

- (b) Use of Compensatory Time for Extended Illness. Employees may use their hours of compensatory time annually only in the event of an extended injury or illness upon presentation of a doctor's note and the approval of the Chief of Police.

Section 24.3 Sick Leave Buy Back

Upon retirement Employees shall have the following pay-out options for sick time accrued, up to a maximum of one thousand (1,000) hours:

- (a) The dollar amount of sick time accrued (calculated by the wage of the Employee on the last day of employment) shall be paid to the Employee in cash.
- (b) The dollar amount of sick time accrued (calculated by the wage of the Employee on the last day of employment) shall be placed in a health care trust account to pay health care premiums until depleted. If the Employee dies prior to depletion of the account, the balance of the account shall be paid to the Employee's designated beneficiary.
- (c) The dollar amount of sick time accrued (calculated by the wage of the Employee on the last day of employment) shall be used to bridge the last day of work to the date of the Employee's retirement.
- (d) As an alternative, any Employee who resigns prior to retirement and has accumulated twenty (20) years of service with the Village can elect to convert all or part of his sick time accrued, up to a maximum of one thousand (1,000) hours, to any tax deferred account of the Employee's choice, prior to the date of retirement. Once an Employee converts any amount of accrued sick time pursuant to this Section, the number of hours available for Sick Leave Buy Back will be reduced by the converted amount. Any accrued unused sick time that is not converted under this option to a tax deferred account, can be converted at the Employee's choice to any of the listed options above. In the event an Employee does not qualify for retirement under this Agreement, he may be obligated to refund the converted dollar amount back to the Employer.
- (e) At the end of a calendar year, an Employee with more than six hundred (600) hours of accumulated sick leave are eligible to redeem up to fifty percent (50%) of the Employee's accumulated at fifty percent (50%) of the Employee's hourly salary at the time of redemption.

ARTICLE XXV

HOLIDAYS AND PERSONAL DAYS

Section 25.1 Floating Holidays

On each January 1st, non-probationary Employees shall be credited with ninety-two (92) hours of floating holiday time. Floating holidays may be taken individually or used as, and/or taken in conjunction with, vacation days pursuant to Article XXVII below. Employees desiring to schedule a floating holiday shall submit a request not less than two (2) weeks prior to the requested date. Approval of such requests shall not be unreasonably withheld, provided there is adequate staffing to enable the Employer to accommodate the request. Any floating holidays not used by the Employee by December 31st shall be either paid in cash or converted to the Employee's compensatory time bank at straight time, at the Employee's election.

Section 25.2 Personal Days

In addition to the possible personal day provided in Section 24.1, each Employee who has completed one (1) year of service shall be entitled to three (3) personal leave days with pay per calendar year (non-cumulative). Probationary Employees shall be entitled to one (1) personal leave day after six (6) months of service to be used during the balance of the calendar year after an Employee completes six (6) months of service.

ARTICLE XXVI

CLOTHING ALLOWANCE

Section 26.1 Uniforms

The Employer shall provide uniforms and equipment through a quartermaster system. Employees shall provide reasonable maintenance and cleaning of such items. The following new uniform items and new equipment shall be provided for each Employee, upon hire:

- a. 3 long sleeve shirts
- b. 3 pairs of pants
- c. 1 jacket
- d. 1-5 star hat and rain cap
- e. 3 short sleeve shirts
- f. 2 name plates
- g. 1 black clip-on tie
- h. 1 rain coat
- i. 1 vest cover
- j. Gun equipment
 - Uncle Mike's or Black nylon or leather duty belt
 - 1 patrol holster
 - Double snap clip pouch or quick loader magazine
- k. 4. Handcuff case
- l. PR24 or nightstick holder or ASP (dependent upon certification)
- m. 4 double snap keepers (if needed)
- n. Flashlight holder

- o. Radio holder
- p. Inner pants belt
- q. Protective vest
- r. Outer vest carrier

Section 26.2

Uniforms and equipment shall remain the property of the Employer.

Section 26.3

Uniforms and equipment shall be replaced by the Employer, as necessary, due to normal wear and tear, or damaged beyond the Employee's control. Protective vests shall also be replaced five (5) years from the manufacture date. The Employee shall be responsible for tracking this time period and requesting replacement of the vests.

Section 26.4

Required replacement, due to other than normal wear and tear, or damaged beyond the Employee's control, shall be replaced at the Employee's expense.

- (a) Uniforms and equipment shall be determined and prescribed by the Employer.

Section 26.5

Each Employee shall receive \$200.00 per year for a uniform & equipment maintenance allowance. This allotment shall be paid no later than March 30th of each year.

Section 26.6

Each Employee assigned as a full-time investigator shall receive a clothing allowance of \$400 per year to be paid no later than March 30th of each year. Such Employees shall not be paid the sums specified in Section 26.5. This allowance is to be used to purchase appropriate clothing to be used for on duty work assignments and for added maintenance. This allowance is not in addition to any other clothing allowance from the Employer. To qualify for the allowance, an investigator must be in a full-time status prior to March 30th in any given year.

ARTICLE XXVII VACATIONS

Section 27.1 Service Time

All Employees hired as of October 1, 2015 shall be entitled to vacation time with pay under the schedule below. For purposes of this Section, a week of vacation shall be forty (40) hours.

YEARS OF SERVICE	NUMBER OF WEEKS
Complete 1 Year	2
Complete 5 Years	3
Complete 10 Years	4
Complete 15 Years	5

All Employees hired after October 1, 2015 shall be entitled to vacation time with pay under the schedule below. For purposes of this Section, a week of vacation shall be forty (40) hours.

YEARS OF SERVICE	NUMBER OF HOURS
Complete 1 Year	60
Complete 5 Years	120
Complete 10 Years	160

It is agreed that the intent of this Article is to provide vacations to eligible Employees who have been consistently employed. Consistent employment shall be construed to mean the receipt of earnings or compensation including workers' compensation in at least seventy-five (75%) percent of the pay periods within the year immediately preceding the Employee's anniversary date.

Section 27.2 Vacation Week

For purposes of scheduling, a vacation week is defined as any ten (10) consecutive days off, including regular days off, subject to the limitations in Section 14.3. Employees will be allowed to use a "Kelly Day" and up to two (2) vacation days to complete a week of vacation. Thereafter, Employees may add personal days and another Kelly day to extend vacation. Compensatory time days may, also, be added to extend vacation; however, approval will not be given until schedule posting. Prior approval of the Chief of Police is required if the combined use of vacation days, personal days and Kelly days exceed more than ten (10) consecutive days.

Section 27.3 Vacation Scheduling

Employees shall select the periods of their annual vacation on the basis of seniority, except as provided below. Vacation schedules may be adjusted to accommodate seasonal operations, significant revision in organization, work assignments or the number of personnel in particular ranks. Vacation requests shall be made annually no later than November 1 for use in the following calendar year. If an Employee does not have all of his vacation leave scheduled and approved by December 1, he may request the vacation for said calendar year on the basis of seniority provided that, in so doing, he may not bump any vacation leave scheduled prior to December 1. Thereafter, for vacation requests submitted during the period February 1 - March 31, such requests shall be scheduled on a first-come, first-served basis. Sergeants will pick

vacations prior to Patrol Officers. Sergeants and Patrol Officers will make vacation selections according to seniority. During the months of June, July and August and between the dates of December 20 through December 31* the use of vacation time will not be in excess of sixty (60) hours of vacation in conjunction with their days off equaling a total of twelve (12) days off. Vacation selections will be made according to shift assignments and seniority. Once the most senior Employee makes his first selection the next senior Employee will have the opportunity to make their selection and continue this rotation until all vacation selections are made.

Employees may select as many vacation days outside of these dates with the approval of the Chief of Police.

Any unused, unscheduled vacation must be selected by May 31 of the year in which it is to be taken. Any vacation time which has not been submitted by May 31 by any Employee shall be assigned at the discretion of the Chief of Police; and if time is not available for scheduling such vacation, then it shall be paid to the Employee in cash at the end of the calendar year.

Section 27.4 Terminating Employees

No Employee shall be eligible to receive any benefits under this Article if he quits or resigns from the employment of the Employer without giving two (2) weeks notice in writing of this intention to resign.

ARTICLE XXVIII INSURANCE

Section 28.1 Hospitalization

The Employer shall provide hospitalization, prescription, optical and dental programs, covering all Employees and their dependents in either the H.M.O. Plan or in a high deductible PPO Plan with coverage levels at or substantially similar to the benefit levels provided to all bargaining groups as of July 1, 2002. All changes in insurance coverage shall be presented to the Village Employee Insurance Committee prior to implementation. The parties agree to allow review of municipal pool insurance programs and, if desired by both parties, such plan may be made available to the bargaining unit as a whole.

Employees electing the high deductible PPO Plan shall be given \$1,250.00 for single coverage and \$2,500.00 for all other coverages. The money shall be put into an HSA account for the Employee but held by the Village. Each January 1, the HSA account for Employees shall be credited with an additional \$1,250.00/\$2,500.00 respectively. The money shall be used by the Employee for health care expenses through the year. In the event the Village should cancel or change the plan, or an Employee resigns or retires, the money in the Employee's HSA shall remain the property of the Employee.

Section 28.2 Premium Payments

The Employer shall pay 85% of the premium cost of Employee and/or family health insurance coverage offered by the Employer for the P.P.O. Plan and 90% of the premium cost of Employee and

/or family health insurance for the H.M.O. Plan. Each Employee shall pay via his payroll deduction 15% of the specific premium rates for the P.P.O. Plan and 10% of the specific premium rates for the H.M.O. Plan, depending upon the plan and coverage selected by the Employee.

Section 28.3 Insurance Committee

A joint committee comprised of at least one (1) member of the Council, the Employer and any other employee groups shall be maintained and shall be empowered to research available dental, optical, medical and other insurance plans, to compare costs and to recommend to the Employer possible implementation of such plan(s). The Employer shall have the final authority to decide whether such plan(s) shall be implemented.

Section 28.4 Retiree Health Insurance

For Employees who retire prior to December 31, 2010, the Employer will pay \$1,500.00 per year to defray cost of health insurance. For Employees who retire after December 31, 2010, the Employer will pay \$2,500.00 per year to defray cost of health insurance. For Employees who retire after December 31, 2015, the Employer will pay \$2,750.00 per year to defray cost of health insurance. For Employees who retire after January 1, 2019, the Employer will pay \$2,800.00 per year to defray the cost of health insurance. The Employer shall continue to make these payments until the Employee attains the age of 65 or any later age of Medicare eligibility determined by a change of federal law following the execution of this Agreement. In order to qualify for retiree health insurance, the Employee must be receiving a pension from the Lyons Police Pension Board.

Section 28.5 Life Insurance

The Employer shall supply each Employee covered by this Agreement with \$50,000.00 of term life insurance.

Section 28.6 Flexible Benefit Plan

The Employer shall continue to offer a Section 125 flexible benefit plan with participating Employees paying any monthly administrative fees.

Section 28.7 Definition of "Retirement"

An Employee will be eligible for retirement benefits under this Agreement when he has attained a minimum of twenty (20) years of service with the Village and has resigned from his employment with the Village at a minimum of fifty (50) years of age.

ARTICLE XXIX EDUCATIONAL INCENTIVES

Section 29.1 Tuition Reimbursement

Any Employee covered by this Agreement who enrolls in an accredited course of studies

in a police related field or subject shall have the tuition for such subjects or courses reimbursed in the following manner:

- (a) Any Employee seeking tuition reimbursement shall submit a written notice for the following calendar year by September 30th, whenever practicable, with all supporting documents to the Chief of Police and Village Manager and prior to registration.
- (b) Approved courses will be reimbursed at a rate of 100% provided the Employee receives a minimum grade of "C" or its numerical equivalent. For courses graded on a Pass/Fail basis, a passing grade will be entitled to 100% reimbursement, while a failing grade will not be entitled to any reimbursement. All reimbursements will be made following the successful completion of the course.
- (c) The maximum reimbursement per Employee shall be \$3,000.00 per fiscal year.
- (d) For each one thousand (\$1,000.00) dollars reimbursement made to an Employee, an obligation to remain employed for a period of six (6) months shall be required. The calculation of time shall be made from the date the subject course(s) is successfully completed. If an Employee shall voluntarily terminate employment with the Employer prior to completing the required six (6) months, the Employee shall pay back the reimbursement to the Employer. The pay back may be deducted from the Employee's final paycheck and/or any vacation pay due or as may be mutually agreed by the Employer and the Employee.
- (e) Tuition reimbursement is limited to the following number of degree for each Employee: 2 Associates Degrees: 1 Bachelor's Degree: 1 Master's Degree: 1 PhD. Degree.

Section 29.2 Educational Pay

Any Employee who attains a degree in a police related field while employed by the Employer shall be awarded a lump sum payment no later than the second pay day in May each year as follows:

Associate's degree	\$200 per year
Bachelor's degree	\$400 per year
Master's degree	\$600 per year
Doctorate degree	\$800 per year

The Employee shall be paid for the highest degree achieved. No pyramiding shall be permitted.

ARTICLE XXX

GENERAL PROVISIONS

Section 30.1 Council Representatives Meeting With Employees During Work Hours

Representatives of the Council shall be permitted into the Police Department during working hours to talk with Employees and/or representatives of the Employer concerning matters covered by this Agreement. If the Employees are on duty, permission to call the Employees in off the street must be with the permission of the Chief of Police, or his designee and the discussion must not exceed fifteen (15) minutes.

Section 30.2 Council Examination Of Records

The Council or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any Employee whose pay is in dispute or any other records of an Employee pertaining to a specific grievance, at reasonable times and with the Employee's consent.

Section 30.3 Inoculations

The Employer agrees to pay all expenses for inoculation or immunization shots for members of any Employee's family when such becomes necessary as a result of the Employee's exposure to contagious diseases when said Employee has been exposed to the disease in the line of duty.

Section 30.4 Funeral Expenses

The Employer agrees to defray all funeral and burial expenses of any Employee killed in the line of duty, in an amount not to exceed Five Thousand (\$5,000.00) Dollars.

Section 30.5 Replacement Of Glasses

The Employer agrees to repair or replace, as necessary, an Employee's eye glasses, contact lenses, and prescription sunglasses if such are damaged or broken, if during the course of the Employee's duties the Employee is required to exert physical force or is attacked by another person. The incident must be documented with the Employee's supervisor.

ARTICLE XXXI

DURATION

Section 31.1 Term Of Agreement

This Agreement shall be effective from January 1, 2019 and shall remain in full force and effect until December 31, 2023. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party no earlier than ninety (90) days preceding expiration and no later than sixty (60) days preceding expiration of this Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 31.2 Continuing Effect

Notwithstanding any provision of this Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse procedure are continuing for a new Agreement or part thereof between the parties.

ARTICLE XXXII ENTIRE AGREEMENT

Section 32.1 Entire Agreement

The foregoing constitutes the parties' entire Agreement as to those matters expressly set forth in this Agreement. As to such matters expressly set forth herein, the parties waive the right to bargain during the term of this Agreement. As to any matters not so expressly set forth herein, the Council retains the right to bargain during the term of the Agreement, as provided in Section Seven (7) of the Illinois Public Labor Relations Act, subject to the rights and duties of management as provided in Section Four (4) of the Illinois Public Labor Relations Act. Should any such mid-term bargaining result in an impasse; the parties agree to resolve such impasse in accordance with Section Fourteen (14) of the Illinois Public Labor Relations Act.

Section 32.2 Promotions

Should the Board of Fire and Police Commissioners of the Village of Lyons change, amend or otherwise alter the rules and regulations governing promotions, the Employer shall meet and collectively bargain this issue pursuant to Article VI, prior to implementation.

Section 32.3 Standards

If the Employer desires, wishes or otherwise attempts to implement productivity, physical fitness or mental fitness standards, the Employer shall meet and collectively bargain the issue, pursuant to Article VI, prior to implementation.

ARTICLE XXXIII MILITARY LEAVE

The Employer agrees Employees may utilize vacation, personal, and holiday time. Sick time may be used only after all previous time has been scheduled utilizing such leave as part of their military or National Guard obligation. All other time required to fulfill and Employee's military or National Guard obligation shall be allowed in accordance with state or federal law.

ARTICLE XXXIV ACADEMY REIMBURSEMENT

Any Employee who voluntarily leaves the employment of the Employer after less than two (2) years service time, to take another law enforcement position shall reimburse the Employer for any unreimbursed basic training tuition.

ARTICLE XXXV

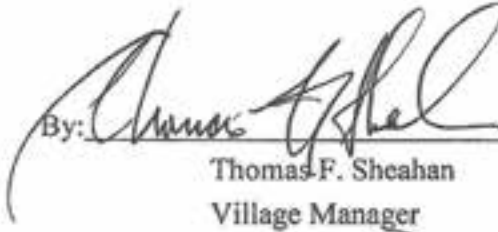
SAVINGS CLAUSE


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

[Signature Page to Follow]

In witness whereof, the parties hereto have affixed their signatures this 18 day of June 2019.

Village of Lyons,

By: 
Thomas F. Sheahan
Village Manager

19 JUNE 2019 - 

Illinois Council of Police,

By: 

By: 