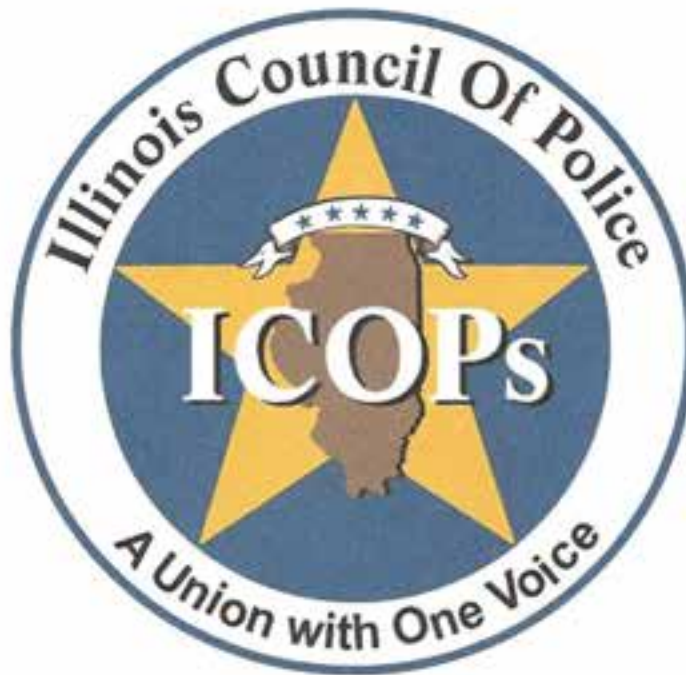


AGREEMENT

Between



ILLINOIS COUNCIL OF POLICE

And

VILLAGE OF PHOENIX

Covering

**Phoenix Part-Time Sworn Patrol Officers,
Corporals and Sergeants**

May 1, 2019 through April 30, 2023

AGREEMENT

between

Illinois Council of Police

And

Village Of Phoenix, Illinois

Covering

**Phoenix Part-Time Sworn Police Officers,
Corporals, and Sergeants**

May 1, 2019 through April 30, 2023

INTRODUCTION

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

PREAMBLE

The Union, having been certified by the Illinois Labor Relations Board as the Collective Bargaining Agent for all part-time employees of the Village of Phoenix in its Police Department in the following ranks or classifications: Patrol Officer; Corporal; Sergeants, having voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting certain relations between them, and the intention of the parties to this Agreement being to provide for the appropriate wage structure, hours of employment, terms and conditions of employment, and orderly and expeditious Appeal/Grievance Procedure, all as set forth herein, the parties therefore agree to the following:

ARTICLE I – RECOGNITION

- 1.1** The Village recognizes the Union as the sole and exclusive Bargaining Agent for all part-time employees of the Village of Phoenix in its Police Department in the following ranks or classifications: Patrol Officer; Corporal; Sergeants.
- 1.2** Membership – As used herein, the term "Sworn Part-Time Police Officers" or "Officer(s)" shall refer to all those persons included in the Collective Bargaining Unit as described in the Preamble above.

ARTICLE II – VILLAGE MANAGEMENT RIGHTS

Except as limited by the express provisions of this Agreement, the Village retains all traditional rights and authority to operate and direct the affairs of the Village, including the Police Department, in all its various aspects. Specifically, but without limiting the generality of the foregoing, it is distinctly understood and agreed that this Agreement does not affect and shall not be deemed or construed to impair the Village's right, in its sole discretion and judgment, to do the following:

- To determine, control, regulate and direct matters of inherent managerial policy;

- To determine the functions of the Village and its mission, including the nature, extent and standards of service offered to the public;

- To determine, plan, direct and control the Village's overall budget;

- To determine the organizational structure, selection of new Employees and establish examination techniques and eligibility requirements;

- To direct, transfer or reassign its working force or any individual therein;

- To plan, direct, schedule, control and determine the operations or services to be conducted by Employees of the Village and to change them from time to time;

- To meet and confer with Employees either individually or collectively;

- To hire, promote, demote, suspend, recall, discipline or discharge non-probationary Employees for just cause and to discipline or discharge probationary employees without cause;

- To layoff or relieve Employees due to lack of work or shortage of budgeted funds, or for other legitimate reasons;

- To change or eliminate existing methods, equipment or facilities or introduce new ones;

To make, alter, modify, eliminate, and enforce reasonable rules, regulations, including those known as the Village of Phoenix's Rules and Regulations for the Police Department, policies, procedures, special orders and operating reasonable directives governing matters including, performance, safety, quality, and other behavioral guidelines governing officers;

To train employees and select employees for training opportunities;

To determine the nature, extent, duration, character and method of operation;

To assign and determine the need for and/or schedule overtime assignments;

To determine the quality and quantity of work required to be performed by the employees to ensure maximum mobility, flexibility and efficiency of operations;

To determine the methods, means, organization and number of personnel which such operations and services shall be made or provided;

To establish performance standards, and evaluate employees.

To establish specialty positions and select personnel to fill them;

To determine work hours (shift hours), and to establish, change, add to or reduce the number of hours, shifts, tours of duty and schedules to be worked;

To determine the necessity of having a police force and/or to subcontract out said work after affects bargaining.

ARTICLE III – NO STRIKES, NO LOCKOUTS

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

ARTICLE IV – UNION-VILLAGE RELATIONS

4.1 Bulletin Board

A Union Bulletin Board of reasonable size shall be available for use in an area agreeable to the parties. Such Bulletin Board shall be available for the posting of notices and materials relating to Union activities. Such materials shall be

identified with the name of the Union and shall be signed or otherwise authenticated by an appropriate officer or representative thereof. Such materials shall not be derogatory of any person associated with the Village and shall not include items which are primarily endorsements of candidates for political office (other than for offices of the Union).

4.2 Public Information

The Village shall make available to the Union, upon written reasonable request, existing public information, including relevant financial data and statistics which are pertinent to the conduct of negotiations, the processing of grievances, or the enforcement of the terms of this Agreement. Such materials shall be provided within ten (10) business days, wherever possible, after the delivery of a written request to the Village from the Union. If it is unable to provide any such materials within ten (10) business days after delivery of a written request, the Village shall advise the Union of its need for additional time and the Union agrees that, within reason, additional time will be granted. The Village shall not be obligated hereunder to research or compile any data or statistics or to provide the same information more than once. No information or documents requested under this section will be made available by the Village if exempt by the Freedom of Information Act or any other federal or State of Illinois laws.

4.3 No Discrimination

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

4.4 New Employees

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

Officers becoming full-time Sworn Police Officers.

4.5 Dues Check off and Fair Share

Until such time as Legislation is enacted in the State of Illinois regarding the rights of any employee to cease or prevent any Fair Share fees from having to be paid by them, for any employee who elects not to become a member of the Union, the Village shall deduct Union Dues from the salary of each employee covered by this Agreement in amounts as determined by the Union, and shall promptly transmit such funds to the Union, provided the amounts to be deducted shall be uniform for each Union member and provided the deduction is authorized in writing by each member of this collective bargaining unit. Union Dues shall be so deducted from the salaries of employees and transmitted to the Union on a monthly basis.

The Union shall provide the Village with written notice to regularly deduct a Fair Share fee from the salary of such employee and to transmit this Fair Share fee to the Union. The Union will provide the Village with such notice within thirty (30) calendar days after it learns a particular employee has elected not to maintain full membership in the Union. Such Fair Share fee will be established by the Union under the terms and conditions of legislation governing the Fair Share alternative and the established fee shall not exceed the amount of regular Union Dues paid by members of the Union.

Pursuant to 5 ILCS 315/6(g), the Union recognizes the rights of the non-union employees based upon bona fide religious tenant or teaching of a church or religious body of which such employees are members. These employees, upon proper application to the Union, may be required to pay an amount equal to their fair share to a nonreligious charitable organization mutually agreed upon by the Employee and the Union. While these issues are worked out between the Union and the Employee, the Employee's fair share contributions shall be held in escrow by the Union.

When the Village makes such deductions for Union Dues or Fair Share fees and remits these funds to the Union, the Union shall indemnify, hold harmless and defend the Village of Phoenix, its Police Department, its elected officials, agents and

employees in any action, complaint or suit or other proceeding which may be brought under this Article 4.5.

4.6 Union Representatives and Visitation

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

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

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

be asked to incur any additional cost as a result of such visits.

The Village agrees that the Part-time Sworn Police Officer serving as Union Representative shall be able to participate in contract negotiations so long as the Village's Police Department operations and activities are not adversely affected.

ARTICLE V – DISCIPLINARY INVESTIGATION PROCEDURES

5.1 Police Officers' Bill Of Rights

The Village agrees to abide by the Uniform Peace Officers' Disciplinary Act, (50 ILCS 725/1), commonly known as the Police Officers' Bill of Rights. In the event a Sworn Police Officer covered by this Agreement has reason to believe that the Village has violated the Uniform Peace Officers' Disciplinary Act, he or she will have the opportunity of filing a complaint with the Village of Phoenix Police Committee or an action in a court of law. The Uniform Peace Officers' Disciplinary Act is hereby incorporated by reference and attached to this Agreement as Appendix A.

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

5.2 No Anonymous Complaints

No anonymous complaints on its own merit, whether made by private citizens, Phoenix Police Department personnel, or representatives of other Village, County, State or Federal agencies, shall, without further investigation, result in disciplinary charges against part-time sworn police officers covered by this Agreement.

5.3 No Compelled Testimony

The Village agrees that no part-time police officer under investigation shall be compelled to speak, give information to, be questioned by, or testify before any non-

governmental agency relating to any matter or issue under investigation unless required to do so by law or subpoena.

5.4 Investigation Time Limits

All Village and/or Police Department investigations of Phoenix part-time police officers who are accused of misconduct or violations of Village ordinances or Police Department rules and regulations shall be limited to six (6) months from the date(s) such investigation(s) are initiated to the date(s) that charges are formally filed or such investigations are terminated without charges being filed. At the end of six (6) months, any investigatory findings shall be disclosed to the part-time sworn police officer under investigation. However, the six (6) month time limit may be extended on a month-to-month basis to complete any investigation up to a grand total of one (1) year.

ARTICLE VI – GRIEVANCE PROCEDURE

6.1 Purpose and Filing Deadlines

It is the purpose of this Grievance Procedure to resolve as promptly and as expeditiously as possible any allegations by the Union and/or its members herein of any misinterpretation or misapplication of the terms of this Agreement. Any Grievance filed under the terms of this Article must be initiated not later than ten (10) working days after the occurrence of the event that prompts or gives rise to the Grievance, or, if the Grievance describes an ongoing situation, it must be filed not later than ten (10) working days after the underlying situation becomes known, or reasonably should have become known, to either the Union or the member or members who file the Grievance, whichever occurs first.

6.2 Definitions

- (1) GRIEVANCE shall mean an allegation by the Union or by an affected member of the collective bargaining unit defined herein that there has been a violation, misinterpretation or misapplication of any provision of the Agreement by the Village. It specifically does not apply to the discipline of

any non-probationary officer. Officers who have yet to complete the Police Academy or that are Probationary Employees may be terminated at-will with or without cause and shall have no appeal or review rights for that determination. Discipline will be governed by the Rules and Regulations of the Village of Phoenix Village Police Committee. Bargaining unit members may only appeal discipline which has resulted in a suspension in excess of five (5) days, termination or demotion. All disciplines, including suspensions, of five (5) days or less, are final and non-appealable.

- (2) Any employee covered by this Agreement may be represented by a Union official, staff representative, on-site representative or attorney at any meeting, hearing, or appeal relating to a Grievance which has been formally presented.
- (3) All grievances shall be received, researched and approved by ICOPS before they are filed with the Village. No officer may file a grievance on his/her own.
- (4) Any notices or correspondence purportedly from ICOPS must have prior approval from ICOPS before posting or any other form of communication.
- (5) The failure of the Grievant to act on any Grievance within the prescribed time limits articulated within this Article will act as a bar to any further appeal under this Grievance Procedure. If the Village's designated representative shall neglect to proceed to render a decision within the time limits, the Grievance may be advanced to the next step of the Grievance Procedure. Any time limits, may, be extended by mutual agreement of the parties.
- (6) The term "Working Days," as it applies to the Grievance Procedure described in this Article, shall mean any day any part-time sworn police officer is working.

6.3 Procedure

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

STEP 1. If the informal process with the immediate supervisor shall fail to resolve the problem, the Grievance may be formally presented in writing to the Chief of Police or his or her designee, who will arrange for a meeting to be held within fifteen (15) working days to review the Grievance. The formal written Grievance shall clearly identify all Grievants, summarize all relevant facts, identify all provisions of the Agreement allegedly violated, and describe the remedy requested. The filing of the formal written Grievance at this Step 1 must be within ten (10) working days of the date of the occurrence giving rise to the Grievance or from the date when the Grievant was aware, or reasonably should have been aware, of the occurrence giving rise to the Grievance. The Village representative shall provide a written answer to the Grievant (with a copy to the Union, if the Union is not the Grievant) within fifteen (15) working days after the meeting. The written answer shall include the reasons for any decision. If the Grievance is not answered or otherwise responded to or resolved at this step, the matter shall be advanced to Step 2.

STEP 2. If the Grievance is not resolved at the preceding Step 1 level the Union and/or the Grievant may refer the grievance to the Village Police Committee Chairperson or his or her designee by filing the same in writing within ten (10) working days of receipt of the answer from the previous level or, in the event no written answer is timely filed, within ten (10) days after the last day on which such answer was due. The Village Police Committee representative will arrange for a meeting to be held within fifteen (15) working days of such referral to review the Grievance. Each party shall have the right to include in its presentation of facts such witnesses as deemed necessary and appropriate to develop facts pertinent to the Grievance. A written answer, including reason(s), shall be provided by the Police Committee representative to the Grievant (with a copy to the Union, if the Union is not the Grievant) within fifteen (15) working days after the meeting provided for in this Step 2. If the Grievance is not answered or otherwise responded to or resolved at this step, the matter shall be advanced to Step 3.

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

ARTICLE VII – DISCIPLINE AND DISMISSAL

7.1 Employee Security

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

7.2 Village Police Committee

The Village of Phoenix Village Police Committee shall hear all appeals of any discipline of all non-probationary sworn part time police officers of the Village of Phoenix.

7.3 Access To Personnel Files

The Village will abide by the Illinois Records Review Act.
820 ILCS 40/1 et seq.

7.4 Dismissal

All recommendations for dismissal (except for reduction in force) of a non-probationary part-time sworn police officer shall be initiated by either the Village Chief of Police, the Police Committee or the Board of Trustees.

ARTICLE VIII – SENIORITY

8.1 Definition of Seniority

Police Department seniority shall date from the employee's earliest date of continuous employment as a Phoenix part-time sworn police officer after said officer has graduated from the police academy. Police Department seniority shall be used to determine the status of individual police officers in matters of vacation and within the Police Department, reduction(s) in force, opportunities to work overtime which has been, and as, approved by the Chief of Police or his or her designee and such other matters that may arise from time to time and which may require a fair and equitable means of choosing one employee over another. However, in all cases, the seniority rights of part-time sworn police officers who have successfully completed their probationary periods shall take precedence over any seniority rights deemed to be held by part-time sworn officers during their probationary periods, temporary or auxiliary police officers, retired police officers who have returned to work on a part-time, temporary or consulting basis, and any other employees who are not Phoenix part-time sworn police officers. Seniority can be set aside for assignments where special training or qualifications are required.

8.2 Hiring Date Conflicts

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

8.3 Seniority List

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

8.4 Probationary Period Seniority

All newly-hired part-time sworn police officers shall be considered probationary and at-will employees, until such officer successfully completes a probationary period of eighteen (18) months starting from the date of hire as a part-time sworn police officer. Seniority among probationary police officers shall not apply until after the officer has completed his or her 18-month probationary period, in which case such officer shall then be deemed to have accrued one (1) year of seniority with the Village Police Department. All appropriate benefits, including ranking on the Police Department Seniority List, shall accrue to all covered employees who have completed 18 months of service to the Police Department.

8.5 Accrual and Non-Accrual Of Seniority

Seniority shall accrue on a continuous basis following the 18-month probationary period and shall be a determining factor in all such matters in which part-time sworn police officers shall be deemed to have the right to choose. Seniority shall not accrue during any periods in which a part-time sworn police officer is on an unpaid authorized leave of absence or on an unpaid disciplinary suspension in excess of thirty (30) days.

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

8.6 Seniority and Reduction In Force

If a reduction in force does become necessary, it shall be implemented following the principle of reverse seniority, meaning the last non-probationary part-time sworn police officer hired shall be the first to be laid off or terminated.

Further, any part-time sworn police officers removed from the force as a result of this procedure shall be subject to recall for a period of one (1) year before any new employees are hired by the Village to replace them.

8.7 Seniority and Transfers

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

8.8 Shift Scheduling and Days Off

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

8.9 Seniority and Rescheduling (Trading) Of Shifts

The Village agrees that regularly scheduled shifts and regularly scheduled days off may periodically and temporarily be voluntarily traded between individual part-time sworn officers without regard to seniority. In such instances, both part-time sworn officers involved in a given shift trade must make a request to the Chief of Police or his designee in written form in advance of the starting time of the shift being traded. The request for the trade must be approved by the Chief of Police or his designee. Further, such voluntary shift rescheduling between part-time sworn police officers must be reciprocal so that the Village will not become obligated to compensate either Officer at an overtime rate, unless the original shift being traded was to have been an overtime shift and approved by the Chief of Police.

ARTICLE IX --EMPLOYMENT PRACTICES & PROCEDURES

9.1 Court Time Compensation

The Village agrees that all part-time sworn police officers will be compensated for Court appearances at the minimum rate of two (2) hours at that police officer's regular rate or overtime rate of pay (if applicable), while in an off duty status.

9.2 Call-In Compensation

The Village agrees that any part-time sworn police officer who is called in at least one (1) hour prior to the start of a regularly scheduled shift, or who is called in on what would otherwise be a regularly scheduled day off, shall be compensated for a minimum of two (2) hours, to be paid at the officer's normal rate or overtime rate of pay (if applicable).

9.3 Residency Requirement

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

9.4 Overtime Compensation

The Village, having elected to utilize the benefit of the 171 hour rule granted by the Fair Labor Standards Act, agrees to pay all hours worked by any police officer in excess of forty- two and ½ hours (42.5) in a work week at the overtime compensation rate of time and one half (1-1/2) the Employee's regular hourly rate of pay. For purposes of calculating overtime, all compensated hours shall be considered hours worked except for sick hours utilized. Overtime shall be paid in each pay period.

9.5 Replacement/Repair of Personal Property

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

9.6 Rules, Regulations, Policies And Procedures

The Village has made available on-line, to all employees a copy of all Village and Police Department Rules, Regulations, Policies and Procedures that pertain to police work and the specific duties of part-time sworn police officers. All part-time sworn police officers will sign a cover sheet indicating that he or she has read the posted materials. In the event that any existing Rule, Regulation, Policy or Procedure directly conflicts with the Articles or Sections of this Agreement, this Agreement shall take precedence over the existing Village Rules, Regulations, Policies and Procedures unless to do so would be in conflict with any Village ordinances and/or state or federal laws.

9.7 Hours of Work: Normal Hours

Part-Time police officers shall normally be offered, and expected to work, a minimum of sixty-four (64) hours per month. Such officers shall not be assigned to work more than thirty (30) hours per week except upon special written order of the Chief or his

designee. Nothing in this section 9.7 shall be construed as guarantee of work hours per day or per week.

ARTICLE X – LEAVES

10.1 Holidays

Any bargaining unit police officer who actually works on any of the below six (6) holidays will be paid at their applicable overtime rate of pay for the actual hours worked that day;

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

10.2 Jury Duty Leave

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

10.3 Military Leave

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

ARTICLE XI – HEALTH & WELFARE BENEFITS

11.1 Worker's Compensation

Any officer who is injured in the line of duty of the Phoenix Police Department shall report such injury to his or her superior officer and shall seek appropriate treatment at the nearest hospital or medical facility, assuming such hospital or medical facility is equipped to handle the needs of the injured officer. Whenever possible, an officer must report his/her injury to the Chief of Police or his designee prior to seeking medical treatment. If the Officer is unable to perform his or her normal police duties, the Officer must secure a statement from an attending physician describing the Officer's disability in order to continue receiving benefits from the Village as provided by statute. In order to continue receiving the allowed salary benefits provided by statute, the Officer must continue to provide the Chief of Police or his designee with proper documentation from the attending physician at regular and reasonable intervals.

ARTICLE XII – BASE SALARY LEVELS & STIPENDS

12.1 Base Salary Levels for the periods of time set forth as Exhibit "B" of this Agreement.

12.2 Truck Enforcement Officer

Any Officer, Corporal or Sergeant assigned to the truck enforcement detail shall have \$.50 per hour added to their base pay rate for the hours that they are actually working on this detail. The Village maintains the sole discretion in determining the number of officers assigned to Truck Enforcement Detail and which officers are selected for that detail notwithstanding seniority.

ARTICLE XIII – MISCELLANEOUS WORKING CONDITIONS

13.1 Equipment Safety

The Village shall strive to insure, within reasonable budgetary

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

13.2 Drug Screening and Testing

Where the Village has reasonable suspicion to believe that any part-time sworn police officer has (a) ingested alcohol either before beginning work or while at work such that his/her ability, in the opinion of the Village, to perform the necessary functions of his/her job is affected; or (b) has abused prescription medications or drugs; or (c) has used illegal drugs or substances, the Village shall have the right to require that part-time sworn police officer to submit to alcohol or drug testing as set forth in this Agreement. This section shall only apply in situations in which the Village is reasonably suspicious that any part-time officer is under the control of alcohol and/or drugs. It is not intended to replace or circumvent the Village's existing random drug test policy/procedures.

13.3 Order to Submit to Testing

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

13.4 Test to be Conducted

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

- (a) Use only a clinical laboratory or hospital facility which is certified by the State of Illinois to perform drug and/or alcohol testing or use a licensed breathalyzer operator who is not a member of the bargaining unit.

- (b) Establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result.
- (c) If a blood, urine or hair test, to collect a sufficient sample of the same bodily fluid or material from an officer to allow for initial screening for a confirmatory test and a sufficient amount to be set aside and reserved for later testing if requested by the Officer and at the Officer's own expense.
- (d) Collect samples in such a manner so as to preserve the individual officer's right to privacy while insuring a high degree of security for the sample and its freedom from adulteration. Officers covered by this Agreement shall not be witnessed by anyone while submitting a sample except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable suspicion that the Officer may attempt to compromise the accuracy of the testing procedure.
- (e) Confirm any blood, urine, or other sample that tests positive in initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.
- (f) Provide the officer tested with an opportunity to have the additional blood, urine, or other sample tested by a clinical laboratory or hospital facility of the officer's choosing, at the officer's own expense; provided the officer notifies the Village within seventy-two (72) hours of receiving the results of the test.
- (g) Require that the laboratory or hospital facility report to the Village that a blood, urine, or other sample is positive only if both the initial screening and confirmation test are positive. The parties agree that should any information concerning such testing or the results thereof be obtained by the Village inconsistent with the understandings expressed herein (e.g., billings for testing that reveal the nature or number of tests administered), the Village will not use such information in any manner or form adverse to the officer's interests.

- (h) Require that with regard to alcohol testing, for the purpose of determining whether the officer has ingested alcohol, test results showing any alcohol concentration based upon the grams of alcohol per 100 millimeters of blood be considered positive. Any blood and/or alcohol testing must be done by an outside agency.
- (i) Provide each officer tested with a copy of all information and reports received by the Village in connection with the testing and the results.
- (j) Insure that no officer is the subject of any adverse employment action except in an emergency temporary reassignment or relief of duty during the pendency of any testing procedure.

13.5 Voluntary Request for Assistance

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

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

Part-time sworn police officers who do not agree to or act in accordance with the foregoing, or for whom there exists independent evidence of improper activity,

shall be subject to discipline, up to and including discharge. This Article shall not be construed as an obligation on the part of the Village to retain a part-time sworn police officer on active status throughout the period of rehabilitation if it is appropriately determined by the attending medical authority(s) that the officer's current use of alcohol or drugs prevents such officer from performing the duties of a police officer or whose continuance on active status would constitute a direct threat to the property and safety of others. Such officer shall be afforded the opportunity, at his option, to use accumulated paid leave or take an unpaid leave of absence pending completion of treatment.

The Chief of Police may mandate periodic drug screening/testing of those part-time sworn police officers assigned to any specialized units of the Village's Police Department.

13.6 No Illegal Quotas

The Village will abide by 65 ILCS 5/11-1-12 regarding illegal quotas.

13-7 Officer Involved Shootings

(a) As used in this Section, "officer-involved shooting" means any instance when a law enforcement officer discharges his or her firearm, causing injury or death to a person or persons, during the performance of his or her official duties or in the line of duty.

(b) The drug and alcohol testing procedure to be followed for testing under this Section 13-7, shall comply with the procedure stated in Section 13-4.

(c) each law enforcement officer who is involved in an officer-involved shooting must submit to drug and alcohol testing. It is agreed that only the officer or officers who discharge his or her firearm will be tested.

(d) the drug and alcohol testing must be completed as soon as practicable after the officer-involved shooting but no later than the end of the involved officer's shift or tour of duty.

ARTICLE XIV – SEVERABILITY

In the event that any Article, paragraph, section, or sub-section of this Agreement shall be held to be invalid and unenforceable by the Illinois Labor Relations Board or any Court

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

ARTICLE XV – ENTIRE AGREEMENT

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

Before making any changes in working conditions not contained in this Agreement which are mandatory topics of bargaining, the Village agrees it shall notify the Union of its intention to make the proposed changes. Upon such notification and if requested by the Union, the Village shall meet with the Union and discuss such changes before such changes are implemented. Any changes made without such notice shall be considered temporary and pending the completion of such discussions. If the Union becomes aware of such a change and has not received the necessary notification as set forth herein, the Union will notify the Village as soon as possible and request discussion of such changes, if such discussion is desired by the Union. The failure of the Union to request such discussions shall in no way act as a waiver of any Union rights, stated or implied.

ARTICLE XVI - DURATION

This Agreement shall be effective on the date of its execution by both parties or as otherwise specifically indicated in this Agreement and shall remain in full force and effect through 11:59 p.m. on April 30, 2023. This Agreement shall remain in full force and effect during the period of negotiations until such time as it is replaced by any subsequent Agreement.

Agreed to, signed and entered into this 21ST day of AUGUST.

Illinois Council of Police


Norm Freese, President


Phoenix Chapter Representative

Village of Phoenix


Terry Wells, Mayor

8-21-19

PART-TIME OFFICERS

Part-Time Officers	1-May-19	1-May-20	1-May-21	1-May-22
Starting Thru 18 Month Probation	\$12.00	\$12.75	\$13.00	\$14.00
After 19 Month Probation	\$12.75	\$13.25	\$13.75	\$15.00
After 2 Years	\$13.25	\$13.75	\$14.25	\$15.50
After 5 Years	\$13.50	\$14.00	\$14.50	\$16.00

CORPORALS

Corporals	1-May-19	1-May-20	1-May-21	1-May-22
1st Year as Corporal	\$13.50	\$14.00	\$14.50	\$15.75
3rd Year as Corporal	\$13.75	\$14.25	\$14.75	\$16.00
5th Year as Corporal	\$14.00	\$14.50	\$15.00	\$16.50

SERGEANTS

Sergeants	1-May-19	1-May-20	1-May-21	1-May-22
1st Year as Sergeant	\$14.00	\$14.50	\$15.00	\$16.25
3rd Year as Sergeant	\$14.25	\$14.75	\$15.25	\$16.50
5th Year as Sergeant	\$14.50	\$15.00	\$15.50	\$17.00