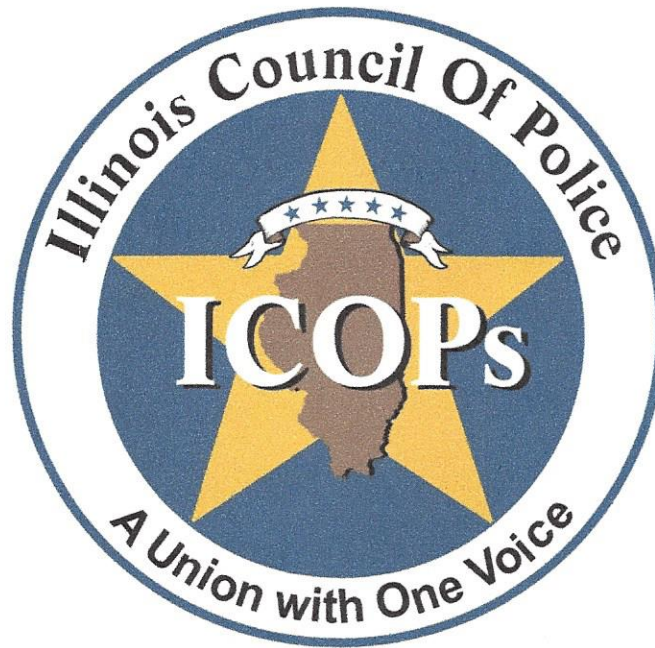


# **AGREEMENT**



**Between**

**Illinois Council of Police**

**and**

**Village of Brookfield, Illinois**

**Brookfield Police Officers  
and Sergeants**

**January 1, 2020 through December 31, 2023**

RESOLUTION 2020-12R

**A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN  
THE VILLAGE OF BROOKFIELD AND  
THE ILLINOIS COUNCIL OF POLICE (ICOPS)  
(PATROL OFFICERS AND SERGEANTS)**

PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD OF TRUSTEES  
THIS 23<sup>rd</sup> DAY OF MARCH, 2020

RESOLUTION 2020-12R

**A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE VILLAGE OF BROOKFIELD AND  
THE ILLINOIS COUNCIL OF POLICE (ICOPS)  
(PATROL OFFICERS AND SERGEANTS)**

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Brookfield, Cook County, Illinois, as follows:

**Section 1:** That certain collective bargaining agreement between the Village of Brookfield and the Illinois Council of Police (ICOPs) (Patrol Officers and Sergeants), a copy of which is attached hereto as Exhibit "A," is hereby approved.

**Section 2:** The Village President and the Village Clerk are hereby authorized and directed to execute and attest, respectively, said collective bargaining agreement, subject to the prior execution of said collective bargaining agreement by representatives of the Illinois Council of Police (ICOPs) (Patrol Officers and Sergeants).

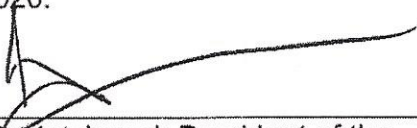
**ADOPTED** this 23<sup>rd</sup> day of March, 2020, pursuant to a roll call vote as follows:

Ayes: Trustees Gilhooley, Garvey, Conroy, Cote,  
Kaluzny, and LeClere  
Nays: None  
Absent: None

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ABSTENTION:** \_\_\_\_\_

**APPROVED** by me this 23<sup>rd</sup> day of March, 2020.

  
\_\_\_\_\_  
Kit P. Ketchmark President of the  
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,  
this 23<sup>rd</sup> day of March, 2020.

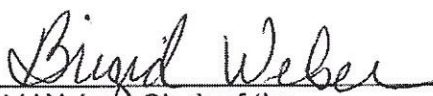
  
\_\_\_\_\_  
Brigid Weber, Clerk of the  
Village of Brookfield, Cook County, Illinois

EXHIBIT "A"



**AGREEMENT**

between

**VILLAGE OF BROOKFIELD, ILLINOIS**

And

**ILLINOIS COUNCIL OF POLICE (ICOPS)**

January 1, 2020  
through  
December 31, 2023

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## **ARTICLE I: PREAMBLE**

This Agreement is entered into by and between the Village of Brookfield, an Illinois municipal corporation (herein referred to as the "Employer" or "Village"), and the Illinois Council of Police (ICOPs) (hereinafter referred to as the "Union").

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Labor Council representing the employees in the bargaining unit, and to make clear the basic terms upon which each relationship depends. It is the intent of both the Employer and the Union to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to employees' wages, hours and working conditions.

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

## **ARTICLE II: RECOGNITION**

### Section 2.1. Bargaining Unit.

The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on any and all matters relating to wages, hours, and all other terms and conditions of employment of all officers in the bargaining unit. The bargaining unit shall include: All sworn full-time peace officers in the rank of Sergeant and below, including probationary employees. Positions EXCLUDED from the above described bargaining unit shall include: Lieutenants, Deputy Chiefs and 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, 1984; P.A. 83-1012; 5 ILCS 315/1.

### Section 2.2. Probationary Period.

The Probationary Period for all new bargaining unit police officers shall be twelve (12) months from the officer's date of hire. The Village shall have the right, in its sole discretion, to extend probation up to a maximum of eighteen (18) months total, in cases where twelve (12) months has not provided a sufficient basis to determine the candidate's fitness for continued employment, provided that the Village shall notify the Union of such extension of probation and the reasons therefor.

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

### Section 3.1. Equal Employment Opportunity.

The Employer will continue to provide equal employment opportunity for all officers and develop and apply equal employment practices.

Section 3.2. Non-Discrimination.

The Employer shall not unlawfully discriminate against officers, and employment related decisions will be based on qualifications and predicted performance in a given position without regard to race, color, sex, age (40-70), religion, or national origin of the officer; nor shall the Employer discriminate against officers as a result of activities on behalf of the Union or membership therein, or the exercise of constitutional rights. The Employer agrees to comply with all applicable laws. Officers shall not be transferred, assigned, or reassigned or have any of their duties changed for reasons prohibited by this section.

The Union agrees not to discriminate against any officers for any of the aforementioned reasons; and further agrees to abide by all applicable laws and constitutional rights.

Complaints under this article shall not be subject to the grievance arbitration article of the contract but shall be processed through appropriate state or federal agencies.

Section 3.3. Use of Masculine Pronoun.

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

**ARTICLE IV: DUES DEDUCTION AND FAIR SHARE**

Section 4.1. Dues Deduction.

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

Section 4.2. Indemnification.

The Council shall indemnify and save the Village 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 Village for the purpose of complying with any provisions of this Agreement. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved employee.

**ARTICLE V: MANAGEMENT RIGHTS**

The parties acknowledge that the Village has the right to manage and direct the work force, except as modified by the terms of this Agreement. The Village also has, but is not limited to, the following rights:

1. To determine and change the organization, methods, means, manner and operations of the police department.
2. To determine and change the number and location of facilities, purpose, composition



and function of each of its constituent departments and subdivisions.

3. To set standards for services to be offered to the public.
4. To determine the overall budget.
5. To create an organizational structure.
6. To select new employees, and determine examination techniques for new employees.
7. To suspend, demote, discharge and take other disciplinary action including relief from duty of any officer for just cause.
8. To establish, implement and maintain an effective internal control program.
9. To transfer and direct the officers of the Police Department, including the right to assign work with overtime.
10. To promote employees.
11. To make, alter and equitably enforce reasonable rules and regulations.

The Village acknowledges the Union's right to impact and effects bargain over mid-term changes affecting wages, hours, terms and conditions of employment.

## **ARTICLE VI: NO STRIKE/NO LOCKOUT**

### **Section 6.1. No Strike/No Lockout Commitment.**

Neither the Union nor any officer will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer during the term of this Agreement. Neither the Union nor any officer shall refuse to cross any picket line, by whomever established. The Village will not lock out bargaining unit employees during the term of this Agreement.

### **Section 6.2. Resumption of Operation.**

In the event of action prohibited by Section 1 above, the Union immediately shall disavow such action and request that bargaining unit members return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including the officials and agents (locally selected union officials), shall not be liable for any damages, direct or indirect, upon complying with the requirements of this section; this shall not shield an employee from disciplinary action for deliberate acts of damage to property or operations.

Section 6.3. Union Liability.

Upon the failure of the Union to comply with the provision of Section 2 above, any agent or official of the Union who is an officer covered by this Agreement may be subject to the provisions of Section 4 below.

Section 6.4. Discipline of Strikers.

Any officer who violates the provisions of Section 1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any officer who participates in action prohibited by Section 1 above shall not be considered as a violation of this Agreement and shall not be subject to the provision of the grievance procedure, except that the issue of whether an officer in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

**ARTICLE VII: IMPASSE RESOLUTION**

The resolution of any bargaining impasse shall be as required by the Illinois Public Labor Relations Act, as amended (5 ILCS 315/14).

**ARTICLE VIII: BILL OF RIGHTS**

Section 8.1. Conduct of Disciplinary Interrogation.

In accordance with the Uniform Peace Officers' Disciplinary Act (50 ILCS 725/1 *et seq.*), whenever a law enforcement officer is under investigation or subjected to interrogation by the Police Department, for any reason, which could lead to disciplinary action consisting of suspension in excess of three (3) days, demotion, or dismissal, the investigation or interrogation shall be conducted under the following conditions:

- (a) The interrogation shall be conducted at a reasonable hour, preferably at a time when the officer is on duty;
- (b) The interrogation shall take place at the office of command of the investigating officer;
- (c) The law enforcement officer under interrogation shall be informed of the name, rank, and command of the officer in charge of the investigation, the interrogating officer(s), and all persons present during the interrogation. All questions directed to the officer under interrogation shall be asked by and through no more than one interrogator at a time;
- (d) Except for "informal inquiries," which are used for and limited to the purpose of mediating a citizen complaint of an officer, no interrogation shall be conducted unless and until the law enforcement officer being interrogated is informed in writing of the nature of the complaint prior to any interrogation, and the names of all complainants;



- (e) Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary;
- (f) Any law enforcement officer under interrogation shall not be threatened with transfer, dismissal, or disciplinary action during the course of said interrogation; provided that nothing herein shall prevent an officer from being disciplined for insubordination if such officer is ordered to answer questions related to the investigation, and such officer refuses to answer such questions.
- (g) A complete record, electronically tape recorded, shall be kept of the interrogation of the law enforcement officer, including the notation of all recess periods. A copy of the recording or its complete written transcription shall be available to the officer or his counsel upon request;
- (h) If any officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he shall be completely informed of all his rights prior to the commencement of the interrogation;
- (i) At the request of the officer under interrogation, he shall have the right to be represented by a Union representative or counsel of his choice, who shall be present at all times during the interrogation. The interrogation shall be suspended for a reasonable time until representation can be obtained;
- (j) No statute shall abridge, nor shall any law enforcement agency adopt any regulation which prohibits the right of law enforcement officer to bring suit arising out of his duties as a law enforcement officer;
- (k) No law enforcement agency shall insert any adverse material into any file of the officer unless the officer has an opportunity to receive a copy of said material, to review and attach a rebuttal, unless the officer waives these rights in writing;
- (l) No public statement shall be made prior to a decision being rendered by the Board of Fire and Police Commissioners, and no public statement shall be made if the officer is found innocent (not guilty), unless the officer requests such public statement;
- (m) No law enforcement officer shall be compelled to speak or testify before, or be questioned by, any non-governmental agency;
- (n) All administrative (*i.e.* non-criminal) investigations shall be completed within forty-five (45) days from the date the Department/Village first became aware of the incident to be investigated; and shall include a final determination of the allegations and the disciplinary action, if any, to be imposed. The Chief or his designee may extend the investigation, as necessary, not to exceed forty-five (45) additional days per extension (not to exceed three (3) extensions), and such extensions shall be

articulated in writing to the affected officer at or before the beginning of the extension.

Section 8.2. Personal Disclosure.

No officer shall be required or requested to disclose any item of his personal 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 8.3. Disciplinary Procedures.

If the investigation or interrogation of a law enforcement officer results in recommendation of a one day suspension, then, before taking such action, the law enforcement agency shall follow the procedures set forth in 65 ILCS 5/10-2.1-17.

Section 8.4. Criminal Charges.

If any officer covered by this Agreement is charged by indictment or complaint to have violated any provision of the Criminal Code of Illinois or any Statute of the United States, he shall be entitled to his wages and other economic benefits, until such time as formal charges are filed with the Board of Fire and Police Commissioners, and such Board renders a decision.

Section 8.5. Photo Dissemination.

No photo of an officer under investigation shall be made available to the news media prior to a conviction for a criminal offense and/or prior to a decision being rendered by the Board of Fire and Police Commissioners.

Section 8.6. Testing.

With the exception of testing done in connection with promotion or an officer-involved shooting, no officer shall be ordered to submit to any blood test, breathalyzer test, urine test, or any other test to determine the presence of either alcohol or drugs in the blood for any reason, except upon reasonable cause to believe that the officer is under the influence of alcohol or controlled substances, including cannabis. The Employer shall set forth, in writing prior to any such order or required testing, such reasonable cause and the basis thereof, including objective facts and reasonable inferences drawn from those facts in light of experience. In any such reasonable suspicion testing, the Employer shall use only clinically licensed laboratories, certified under the Illinois Clinical Laboratory Act, and in accordance with accepted NIDA standards. As to cannabis, a GC/MS confirmatory test result showing 15 Ng/mL of THC shall be considered a positive test result, and shall subject such officer to disciplinary action, including termination of employment.

Testing in connection with an officer-involved shooting is required by Section 305.7(a) of the Brookfield Police Department Policy Manual.



## 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 the Agreement, a grievance is any dispute or difference of opinion raised by the Union or an employee against the Employer, involving the meaning, interpretation or application of the provisions of this Agreement. The parties mutually agree, pursuant to 65 ILCS 5/10-2.1-17, to an alternative form of due process, whereby the Chief of Police shall have the authority to issue suspensions without pay, not to exceed thirty (30) days, and the Village Manager shall have the authority to discharge a bargaining unit member. Discipline involving a suspension greater than one (1) day may be appealed through this Article. Any time period provided for under the steps in the grievance procedure may be mutually extended or contracted.

Step One      An employee, with or without the Union representative, may take up a grievance with the Deputy Chief or his designee immediately concerned, within five (5) calendar days of its occurrence, or within five (5) calendar days of the date the occurrence should have been known through the exercise of reasonable diligence by the employee, by reducing the grievance to writing using the form attached as Appendix "C". The Deputy Chief or his designee shall attempt to adjust the grievance as soon as possible, and may schedule a meeting with the employee, the Union representative and such other person(s) as may be necessary and appropriate, within five (5) calendar days after receipt of the grievance. The Deputy Chief or his designee shall render a written decision, based on the supplied information, within five (5) calendar days of the date of receipt of the grievance or the date that the grievance meeting was held, whichever is greater. If the Deputy Chief or his designee fails to issue a written decision within the prescribed time limits, the grievance shall be considered denied and may be moved to Step Two.

Step Two      If not adjusted at Step One, the grievance shall be submitted to the Chief of Police within five (5) calendar days of the receipt of the response at Step One or within five (5) calendar days of the date the response was due. The Chief of Police shall attempt to adjust the grievance as soon as possible, and may schedule a meeting with the employee, the Union representative and such other person(s) as may be necessary and appropriate, within five (5) calendar days of the receipt of the grievance. The Chief shall render a written decision, based on the supplied information, within five (5) calendar days of the date of receipt of the grievance or the date that the grievance meeting was held, whichever is greater. If the Chief fails to issue a written decision within the prescribed time limits, the grievance shall be considered denied and may be moved to Step Three.

Step Three If the grievance is not adjusted in Step Two, the grievance shall be submitted to the Village Manager within five (5) calendar days of the receipt of the response at Step Two or within five (5) days of the date the response was due. A meeting shall be scheduled at a mutually agreed upon time with the Village Manager (or his representative) to discuss the grievance, and hopefully come to an equitable solution. If a grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the parties. If no settlement is reached, the Village Manager, or his representative, shall respond to the employee and/or the Union within five (5) calendar days following the meeting. The Village Manager shall be required to render a written decision within the time limits provided herein; however, should the Village Manager fail to render a written decision within the time limits provided, the grievance shall be considered denied and the Union may move the grievance to Step Four binding arbitration.

Step Four If the grievance is not settled in Step Three, the matter may be referred for arbitration by written request by the Employer or the Union within ten (10) calendar days of the Employer's answer in Step Three. Arbitration shall proceed in the following manner:

- (1) The Employer and the Union shall mutually agree upon the neutral arbitrator. In the event the parties are unable to agree upon a neutral arbitrator, they shall obtain a list of seven (7) recognized arbitrators from the Federal Mediation and Conciliation Service, all of whom shall be members in good standing of the National Academy of Arbitrators (NAA), and all of whom shall have a business office located within the State of Illinois.

Upon receipt of such list the parties shall strike a name from the list until there is one (1) name remaining. The remaining individual shall be the recognized neutral arbitrator. A coin toss shall determine which party shall strike the first name, with the losing party of the coin toss striking first.

Either party shall reserve the right to reject one (1) entire panel of arbitrators and request submission of a new list from which to select.

- (2) 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 the grievance as necessary and may hold a hearing at the option of the neutral arbitrator.

The scope of the hearing shall be at the sole discretion of the neutral arbitrator. The hearing shall only be open to the parties in interest.



- (3) The arbitrator shall issue his decision not later than thirty (30) calendar days from the date of closing of any conference or hearing or the submission of post-hearing briefs, or if no such meetings are required, then thirty (30) calendar days from the date when final grievance documents are submitted to him.
- (4) The decision of the arbitrator shall be in writing and shall set forth the findings of fact, reasoning and conclusions of the issues submitted.
- (5) The decision of the arbitrator shall be binding to the parties concerned in the grievance.
- (6) The cost of the arbitrator shall be borne equally by the Employer and the Union or employee.
- (7) If the arbitrator calls meetings/hearings, and these meetings/hearings cannot be scheduled during the normal working hours of the grieved party, then no additional compensation or overtime payment shall be made by the Employer to either the grieved employee, witnesses or Union representative.
- (8) The arbitrator may interpret the Agreement, but shall have no right to ignore, add to, take from, or modify any of the provisions of this Agreement.

## **ARTICLE X: LABOR-MANAGEMENT CONFERENCES**

### **Section 10.1. Purpose of Meetings.**

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the Employer. 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 Union of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.

The Employer and the Union agree to cooperate with each other in matters of the administration of this Agreement, and to the degree that standards of law enforcement can be effectuated for the maximum protection of the citizens of the State of Illinois.

To effectuate the purposes and intent of the parties, both parties agree to meet as necessary.

Section 10.2. Meetings Not For Bargaining Purposes.

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.

Section 10.3. Scheduling and Pay For Meeting Time.

When absence from work is required to attend "labor-management conferences," Union members shall, before leaving their work station, give reasonable notice to and receive approval from their supervisor in order to remain in pay status. Supervisors shall approve the absence except in emergency situations. Union members attending such conferences shall be limited to three (3). Travel expenses associated with any "labor-management conferences" shall be the responsibility of the employee.

**ARTICLE XI: LAYOFF**

Layoffs shall be governed by 65 ILCS 5/10-2.1-18 except:

- (1) the Employer shall notify the Union not later than thirty (30) days prior to layoff of the names of affected employees;
- (2) probationary employees, temporary and part-time employees shall be laid off first;
- (3) no employee shall be hired to perform or be permitted to perform those duties normally performed by an officer while any officer is on layoff status; and.
- (4) recall rights of employees shall expire two (2) years from the date of the layoff, or sooner if the employee refuses a recall to work within the two (2) year period.

**ARTICLE XII: MAINTENANCE OF ECONOMIC BENEFITS  
AND RULES AND REGULATIONS**

All economic benefits not covered in this Agreement which are currently in effect shall continue and remain in effect until such time as the Village shall notify the Union of its intention to change them. If the Village fails to notify the Union of change, the Union may notify the Village of its desire to meet and discuss the change. Upon such notification, and if requested by the Union within ten (10) working days of receiving notice, the Village shall meet and discuss such change before it is finally implemented by the Village. Failure of the Union to request discussions within ten (10) working days of receiving notice shall act as a waiver of the right to such discussions by the



Union. These discussions may not delay the implementation of such changes so long as the Union has received at least fourteen (14) calendar days notice prior to their effective date; and, so long as there has been at least one (1) meeting to discuss the issue; provided, however, that such meeting is scheduled between the parties within fourteen (14) calendar days of the Union's receipt of said notice, and further provided that such meeting is not unreasonably delayed by either party. The parties acknowledge that this Article does not limit the Union's right to bargain over the impact and effect of any change in economic benefits. The Village retains the right to promulgate rules and regulations as part of the overall management of the Police Department.

### **ARTICLE XIII: EMPLOYEE SECURITY**

#### **Section 13.1. Just Cause Standard.**

No officer covered by this Agreement shall be suspended, relieved from duty, disciplined in any manner, or separated without just cause. Probationary officers may be terminated without just cause.

#### **Section 13.2. File Inspection.**

The Employer's personnel files, disciplinary history, and investigative files relating to any officer shall be open and available for inspection by the affected officer during regular business hours.

#### **Section 13.3. Limitation on Use of File Material.**

It is agreed that any material and/or matter not available for inspection, such as provided in Section 2 above, shall not be used in any manner or any forum adverse to the officer's interests.

#### **Section 13.4. Use and Destruction of File Material.**

Any files, including any materials contained therein, maintained by the Employer containing disciplinary material and/or information relating to an officer, except Police Board cases or as may be ordered by a Court in a pending case, shall be destroyed 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 litigation prior to the expiration of the five (5) year period. In such instances, files normally will be destroyed five (5) years after the date of the final court adjudication unless a pattern of sustained infractions exists.

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 officer in any future proceedings.

#### **Section 13.5. Representation.**

An officer appearing before any hearing board pursuant to any general or special order or notice or other rules or regulations of the Department shall, upon request, be represented by a representative of or designated by the Union. Any representative of the Union may assist an accused officer appearing before a hearing board. The Union representative may present evidence or testimony on behalf of the accused officer, may examine and/or cross-examine, and present argument in support of the accused officer's claim or claims.

#### Section 13.6. Procedures.

Officers who have not elected to process grievances of disciplinary actions under Article IX of this Agreement may appeal such actions pursuant to the general order and rules and regulations of the Department of Police. Representatives of the Union shall be notified and may be present and participate in such proceedings.

### **ARTICLE XIV: HOURS AND OVERTIME**

#### Section 14.1. Work Day and Work Week.

For employees assigned to ten (10) hour shifts, all time in excess of the hours worked in the normal work day (10 hours) and normal work week (40 hours) shall be compensated as provided in Section 14.3. The normal work week shall run from Saturday through Friday. For employees assigned to eight and one-half (8.5) hour shifts, all time in excess of the hours worked in the normal work day (8.5 hours) and all time worked on a day which is not a normally scheduled work day shall be compensated as provided in Section 14.2.

Each employee assigned to an eight and one-half (8.5) or a ten (10) hour shift shall be allowed a thirty (30) minute paid meal period per 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.

General Order PER-11-22 (revised), Filling a Shift Vacancy, shall govern during the term of the Agreement. If an officer demonstrates that he has not been offered his overtime opportunity pursuant to General Order PER-11-22, the employee shall receive four (4) hours in straight time pay if the error was made by a member of the bargaining unit, or eight (8) hours at overtime, if the error was made by management, but the Village shall only compensate up to the number of overtime opportunities available at the time the error was made.

#### Section 14.2. Overtime Payment.

All overtime in excess of the hours required of any employee by reason of the employee's regular duty (as defined in Section 14.1), whether of an emergency nature or of a non-emergency nature, shall receive one and one-half (1-1/2) times their actual hourly rate of pay. Hours worked in this section and in Section 14.1 above include hours compensated for furlough and holidays. Compensatory time may be paid in lieu of overtime payment if the employee in his discretion so elects. Compensatory time may be accumulated to a maximum forty-two and one-half (42.5) hours in a given year, which may be carried over from one year to another; all overtime hours earned over and above the forty-two and one-half (42.5) hours compensatory time must be paid in wages. Compensatory time will be calculated at the same rate as overtime pay. Overtime rate shall be computed on the basis of completed fifteen (15) minute segments.

Comp time shall be granted at such times and in such time logs as are mutually agreed upon between the involved officer and a supervisor; permission to utilize comp time shall not be unreasonably denied by the supervisor if operational requirements will not be adversely affected. The Village will not rescind its past practice of offering the limited amount of compensatory time



off, in lieu of overtime payments, so long as the Village and the Union, and the bargaining unit members, continue the past practice of not utilizing compensatory time if it were to cause the Village to incur overtime expenses for call-backs; and the parties agree that once compensatory time is granted, it will not be rescinded, except in the event of a declared emergency. Should the Employer ever desire to change its practice of offering compensatory time off, it will tender notice to the Union and the Union shall have the right to bargain over any change in compensatory time. Resolution of any impasse issues that result from this bargaining shall be resolved through the interest arbitration procedures set forth in Section 14 of the Illinois Public Labor Relations Act.

In the event an emergency is declared by the Employer as many of the employees shall be continued on duty for such number of hours as necessary.

Section 14.3. Sixth and Seventh Day Work.

An employee who is in pay status for seven (7) consecutive days within the pay period Saturday through Friday will be compensated at the rate of time-and-one-half (1-1/2) for work performed on the sixth (6th) or seventh (7th) day. Voluntary schedule changes will be exempt from this provision.

Section 14.4. Call Back.

A call-back is defined as an official assignment of work which does not continuously precede or follow an officer'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 the actual time worked, or a two (2) hour minimum, whichever is greater, at the overtime rate.

Section 14.5. 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 for time spent in court, subject to a guaranteed minimum, in accordance with the following:

	<u>Court Call</u>	<u>Guaranteed Minimum</u>
(a)	One a.m. call or One p.m. call (local)	two (2) hours
(b)	Out-of-town call(s)	three (3) hours for a.m., three (3) hours for p.m.
(c)	Two a.m. calls (local)	three (3) hours
(d)	One/Two a.m. calls and One p.m. call (local)	four (4) hours - <i>i.e.</i> , two (2) hours for a.m. and two (2) hours for p.m.

Notwithstanding the sub-Section hereinabove, Officers with a P.M. court call who are also scheduled to work the afternoon shift on that day shall receive two (2) hour minimum compensation.

#### Section 14.6. Scheduling and Shift Assignments.

So long as permanent shifts exist, shift preferences shall be submitted by each officer on an annual basis, and shall be assigned by November 1st for implementation the January following. This process shall not apply to officers on probation. The Chief shall assign shifts by seniority within each grade; but the Chief reserves the right to make adjustments in order to achieve the Department's mission, so long as such adjustments are not arbitrary or capricious.

The Chief reserves the right to modify said schedule or change the Department shift schedule, including a return to rotating shifts, provided the Chief notifies both the affected officers and the Union at least sixty (60) days prior to the intended implementation date of any change. The Union reserves its right to impact and effects bargaining over such change, including the right to move the issue to interest arbitration; but the Chief shall not be prevented from implementing such change, so long as such implementation is not less than sixty (60) days after notice was given to the affected parties.

If the Chief determines that a vacancy exists on a shift, the Chief shall first seek preferences from the officers as provided hereinabove and shall fill such vacancy in accordance with the first paragraph hereof. Notwithstanding the above, the Chief shall have the right to make temporary transfers to achieve the Department's mission, so long as such transfers are not arbitrary or capricious, and so long as such transfers do not exceed ninety (90) calendar days in duration, unless mutually agreed otherwise by the parties. Any time in excess of the ninety (90) days, or any mutually agreed extension, shall be filled in accordance with the first paragraph hereof.

## **ARTICLE XV: INDEMNIFICATION**

### Section 15.1. Employer Responsibility.

The Employer shall be responsible for, hold officers harmless from and pay for damages or monies which may be adjudged, assessed or otherwise levied against any officer covered by the Agreement.

### Section 15.2. Legal Representation.

Officers shall have legal representation by the Employer in any civil cause of action brought against an officer resulting from or arising out of the performance of duties.

### Section 15.3. Cooperation.

Officers 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 protections set forth in Section 1 and Section 2 above, so long as the officer is acting within the scope of his employment and where the officer cooperates, as defined in Section 3, with the Employer in defense of the action or actions or claims. It is understood the Employer's obligations under this Article shall only be to the extent consistent with and required by provisions of the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, as amended and any liability insurance or other loss protection program maintained by the Village.

## **ARTICLE XVI: SENIORITY**

### Section 16.1. Definition of Seniority.

As used herein, the term "seniority" shall refer and be defined as the continuous length of service or employment covered by this Agreement from the date of last hire.

### Section 16.2. Vacation Scheduling.

Officers within the bargaining unit shall select the periods of their annual vacation in accordance with the following procedure: All Department personnel, except Lieutenants (*e.g.* Sergeants, Patrol Officers, Dispatchers) shall select their vacation by shift, in order of their seniority within the Police Department. Vacation schedules may be adjusted to accommodate seasonal operations, significant revision in organization, work assignments or the number of personnel.

### Section 16.3. Promotion.

Seniority shall be considered in the promotion of officers covered by this Agreement. In considering officers for promotion, seniority shall in competitive testing, be utilized as a tie-breaker.



Section 16.4. Seniority List.

The Employer shall prepare a list setting forth the present seniority dates for all officers covered by this Agreement and shall become effective on or after the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting officers covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure.

Section 16.5. Personal Day Selection.

Personal day selection shall be done on a first come, first serve basis.

Section 16.6. Termination of Seniority.

Any employee's seniority shall be broken when he:

- (a) quits; or
- (b) is discharged for just cause; or
- (c) is laid off pursuant to the provisions of the applicable agreement for a period of twenty-four (24) months; or
- (d) accepts gainful employment while on an approved leave of absence from the Police Department; or
- (e) is absent for three (3) consecutive scheduled work days without proper notification or authorization.

Section 16.7. Unpaid Leave Excluded From Seniority.

Employees will not continue to accrue seniority credit for all time spent on authorized unpaid leave of absence.

**ARTICLE XVII: ILLINOIS COUNCIL OF POLICE REPRESENTATIVES**

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

Section 17.1. Grievance Procedures.

Reasonable time while on duty shall be permitted Union representatives for the purpose of aiding or assisting or otherwise representing officers 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 17.2. Union Negotiation Team.

No more than two (2) bargaining unit members designated as being on the Union 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, but such officers may be required to report for duty in the event that exigent circumstances arise. If a designated bargaining unit negotiating team member is in regular day-off status on the day of negotiations, he will not be compensated for attending the session.

Section 17.3. Leaves.

The Employer shall allow a total non-cumulative bank of thirty-two (32) paid hours per contract year for use by employees selected by the Union to attend conferences, seminars and other collective bargaining related meetings. Use of such time is subject to discretionary approval of the Police Chief and shall not result in overtime obligation to the Village.

**ARTICLE XVIII: SAFETY ISSUES**

Section 18.1. Safety Committee.

The Chief of Police shall appoint a designee(s) to represent him in meeting with the Union to discuss safety issues.

The Designee(s) of the Chief of Police shall meet a minimum of once a month with the Union Safety Committee, unless both parties agree that no meeting is necessary, to discuss safety issues, which will be submitted in writing by the Union.

Any report or recommendation which may be prepared by the Union or Designee(s) of 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 Union.

Section 18.2. Disabling Defects.

No employee shall be required to use any equipment that has been designated by both the Union 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 officer 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.

The Employer shall take all reasonable steps to protect employees during working hours in the performance of their duties.

## ARTICLE XIX: BULLETIN BOARDS

The Employer shall provide the Union with designated space on available bulletin boards, or provide bulletin boards on a reasonable basis, where none are available for purposes of the Union.

## ARTICLE XX: LEAVES OF ABSENCE

### Section 20.1. Sick Leave.

All employees covered by this Agreement shall be eligible for paid sick leave benefits. An employee may use sick leave for personal illness, physical incapacity, or for absences due to an illness, injury or medical appointment of the officer's spouse, the officer's children, or other children then residing with the officer, or the officer's parents, mother-in-law, father-in-law, grandchild, grandparent, stepparent or sibling or enforced quarantine.

- (a) Accrual: Each employee shall earn sick leave benefits at the rate of eight (8) hours, for each month of paid service. Employees then may accumulate sick leave benefits up to one thousand four hundred forty (1440) paid hours.
- (b) Pay: While on sick leave, an employee shall receive his normal rate of pay.
- (c) Medical Verification: The Chief of Police, or the shift supervisor, may require an officer to provide a doctor's statement verifying their fitness to return to duty after any illness or injury, if there is reason to believe the officer may not be fit for duty, at the Village's expense if not otherwise covered by the Village's medical insurance.

Officers shall be required to provide a doctor's statement to verify their fitness to return to duty after absences of three (3) consecutive days or more, and after a fourth and subsequent sick leave absence each calendar year, if the absence was due to the employee's illness or injury, or from a doctor verifying the illness of the officer's spouse, officer's child or officer's parents, if the illness was not that of the officer's.

- (d) Bonus Program: During the term of this Agreement, there will be a bonus program for all employees. The period would run from January 1 through December 31. If an employee has banked 576 hours of sick time, that employee shall be entitled to the following bonus program:

<u>Sick Hours Used</u>	<u>Bonus Days Off</u>
0	3 days
not more than 8.5	2 days
not more than 17	1 day

If an employee has not banked 576 hours of sick time, and does not use any sick leave for the twelve month period, that employee shall be entitled to eight (8) bonus hours.



The Employee is entitled to one program or the other, but not both. The bonus days pay is calculated at the respective employees' base rate of pay.

- (e) Effect of Termination: An employee terminating from the employ of the Village of Brookfield, shall not be allowed the use of sick leave during the last two (2) weeks of employment, after service of proper notice of intent to terminate employment. However, an employee who terminates shall be entitled to compensation for unused sick leave. An employee with twenty (20) years of service shall be allowed to convert 100% of eight hundred forty (840) sick leave hours to cash.

After one (1) year of service but less than twenty (20) years of service, the employee shall receive compensation for fifty percent (50%) of all accumulated sick leave, with a maximum of seven hundred twenty (720) hours accrued sick leave eligible to be turned back for compensation at the appropriate percentage.

- (f) Right of Conversion. At the employee's option, and in lieu of a cash pay-out pursuant to Section 20.1 (e) hereof, the employee may convert the value of the sick leave buy-out, or any portion thereof, to post-retirement single and/or dependent health insurance coverage premium costs. The amount converted shall be drawn down each month for the full cost of health insurance premiums, or for that portion of the premium that the remaining converted sum will cover until all such converted sums have been paid out. Upon the payment by the Employer of health insurance premiums equal to the amount of compensation so converted by the employee, all further obligations for insurance premium payments shall be borne by the employee or his dependent(s). Nothing contained herein shall be construed to extend health insurance coverage to persons or for longer periods of time than as otherwise provided by law. As an incentive for retiring employees to convert sick leave rather than accepting a lump sum pay-out, the employee shall be permitted to convert the unused sick leave at the same percentage as listed in Section 20.1(e) above. An employee with twenty (20) years of service shall be permitted to convert 100% of eight hundred forty (840) sick leave hours.

In the event an employee chooses to convert such compensation to health insurance premiums, all sums converted shall remain the property of Employer, subject to its obligation to make the insurance premium payments required hereunder, and no refund shall be made to the employee under any circumstances. Upon an employee's death, any converted sums remaining in possession of the Village may be used to pay the health insurance premiums for any eligible dependent of the employee until such converted sums have been fully expended, or else such sums shall be forfeited to the Village.

- (g) An "eligible employee", as that term is defined under the Federal Family and Medical Leave Act of 1993 (29 USC Sec. 2601 *et seq.*), shall be entitled to a total of twelve (12) work weeks of leave during any twelve (12) month period in accordance

with the terms and provisions of said Act. The twelve (12) month period shall commence on the date that the employee first utilizes FMLA leave and shall run for twelve (12) consecutive months, at which point a new twelve (12) month period shall not commence until the employee utilizes additional FMLA leave. The employee shall provide the Chief of Police or his designee thirty (30) calendar days notification, if possible, before taking such leave, or shall provide such notice as is practicable. An eligible employee shall be required to utilize all accrued medical or sick leave, personal days, compensatory time or vacation time (except for forty-eight (48) hours) during and as part of the FMLA leave.

#### Section 20.2. Funeral Leave.

The Employer agrees to provide to each employee, forty (40) hours of paid funeral leave, in the event of a death in the immediate family. Immediate family shall be defined as spouse, child, parent, brother, sister (including step and half), mother-in-law, father-in-law. Funeral leave may be extended, at the employee's request, by use of other time-off options (*i.e.*, Personal Day). The Employer agrees to provide employees twenty-four (24) hours of paid funeral leave in the event of the death of grandchildren and grandparents.

#### Section 20.3. General Leave of Absence.

An employee may be granted a leave of absence, without pay, for a specified period of time not to exceed one (1) year. Such leaves of absence shall be granted by the Village Manager. During such leaves of absences, the employees shall retain any accrued benefits and seniority, but shall not continue to accrue additional benefits or seniority during this period. The employee may elect to continue to participate in any and all Village insurance programs, with the employee paying the full premium. Failure to report back to work within five (5) working days after the termination of a leave of absence shall be grounds for dismissal.

#### Section 20.4. Jury Duty Leave.

An employee shall be granted leave, with pay, when required to be absent from work for jury duty.

#### Section 20.5. Maternity Leave.

A leave of absence shall be granted for pregnancy disability upon request. Such request must be presented in writing to the officer's immediate supervisor, setting forth a date each leave is to begin, as soon as the date can be determined by the officer and the officer's physician. Upon receiving the physician's report and verification of disability, the Department shall transfer the officer to a suitable position. Return to work shall be as soon as reasonable after delivery, as permitted by a signed release by the officer's physician.

#### Section 20.6. Injury Leave.

An officer who sustains injuries or illness arising out of and in the course of his employment shall be covered by the provisions of 5 ILCS 345/1. No officer will lose any benefits while injured on duty, and will continue to accumulate all benefits provided by this Agreement. Officers on injury leave may be returned to light duty if able to perform the work and placed at the discretion of the Department.



## **ARTICLE XXI: WORKING OUT OF CLASSIFICATION**

Any employee who is scheduled or who works in a position or rank senior to that which he normally holds shall be paid at the rate for the senior position or rank while so acting. For the purpose of definition, any patrol officer who acts as Watch Commander, Shift Supervisor, or other position of authority when no other ranking officer is working within the Patrol Division, shall be paid at the Sergeant's regular hourly rate of pay for those hours actually worked in the senior position. A Supervisor on duty within the Detective or Juvenile Division would not affect a patrol officer being the officer in charge of a shift for the patrol division.

## **ARTICLE XXII: POLICE AND FIRE COMMISSION**

The Parties herein recognize that the Board of Police and Fire Commissioners of the Village of Brookfield has certain statutory authority over the employees covered by the Agreement. Except as otherwise provided, nothing in this Agreement is intended in any way to replace or diminish the authority of the Police and Fire Commission.

## **ARTICLE XXIII: WAGES**

### Section 23.1. Wage Schedule.

The wage rates established under this Article shall be set forth in a Wage Schedule appended to and made part of this Agreement as Appendix "A".

### Section 23.2. Entry-Level Wages.

The Village retains the right to increase the Step A rate in the Wage Schedule when and to the level it deems advisable. This includes the right to make interim step increases at any time within the first year of employment (*e.g.*, the Village may establish a step increase after the first six (6) months of employment have been completed, or after completion of police academy training). If the Village exercises its right to establish interim step increases within the first year of employment, the Village shall notify the Union in writing at least twenty-one (21) days prior to the effective date of implementation of such interim step increases. If the Union does not agree that an interim step created by the Village is appropriate, it may, within fifteen (15) days of notification to it, request a Labor-Management Conference pursuant to Article X. If a different interim step is established after such discussion, the new interim step shall be applied retroactive to the date of the establishment of the new interim step. The Village shall not be obligated to bargain over the new interim step(s) during the duration of this Agreement. If the Union and the Village do not agree on the new interim step(s) after having participated in a Labor-Management Conference, the Village shall have the right to implement the new interim step(s).



Section 23.3. Detective/Juvenile Officer Allowance.

Effective January 1, 2020, those employees assigned to perform the duties of police detective shall receive the sum of One Hundred Thirty (\$130.00) Dollars per month, added to the base rate of pay, as a combination of a monthly stipend and plainclothes clothing allowance, while so performing said assignment.

Effective January 1, 2020, those employees assigned to perform the duties of police juvenile officer shall receive the sum of One Hundred Thirty (\$130.00) Dollars per month, added to the base rate of pay, as a combination of a monthly stipend and plainclothes clothing allowance, while so performing said assignment.

Section 23.4. Criteria for Pay Increase.

The employer will utilize the criteria as set forth in appendix D when considering a pay increase for new hires.

Section 23.5. Seniority Stipend.

Any employee who has completed twenty (20) years of service as a Brookfield Police Officer shall be eligible to receive a Seniority Stipend. Such Seniority Stipend shall be paid by increasing the employee's base wage by two percent (2%), for any one (1) contract year, such contract year to be designated by the employee; provided such designation is provided in writing to the Village Manager at least two (2) months preceding the contract year in which such Seniority Stipend is to be paid. Upon completion of such designated contract year, the employee's salary shall be determined without application of or reference to the Seniority Stipend provided by this Section. Such Seniority Stipend shall be considered as salary for the time period in which it is paid, and all normal withholdings shall be made from such stipend.

**ARTICLE XXIV: UNIFORMS**

The Employer agrees to provide all employees with the entire uniform and equipment required by the Brookfield Police Department, with the exception of firearms and leather goods. The Village shall provide officers with up to Two Hundred (\$200) Dollars per year reimbursement toward the cost of required equipment needs. Such reimbursement must be sought and paid within the fiscal year in which the expense occurred. Any unused amount may be carried over from year to year and accumulated up to a maximum of Four Hundred (\$400) Dollars. New hires shall be provided with all necessary uniforms and equipment at the time of hiring, at no cost to the employee. All replacement uniforms and equipment shall be supplied by the Employer, at no cost to the employee, upon the employee's request for replacement and approval of the Chief of Police. The Village will replace outside vest carriers, when it determines that the carrier needs replacement.

## ARTICLE XXV: INSURANCE

### Section 25.1. Health Insurance.

The Employer's present complete health and hospitalization coverage, provided to all employees covered by this Agreement, shall remain in effect during the term of this Agreement; provided, the Employer may change carriers or the program once annually during the term of this Agreement, or self-insure if desired, provided the deductible and maximum out-of-pocket limits are maintained at the same level or better. Commencing January 1, 2012, the Employer will pay eighty-five percent (85%) of the monthly premium cost for single or dependent coverage, and the employee shall pay fifteen percent (15%) of the monthly premium cost for single or dependent coverage, for whichever plan is selected by the employee.

Each employee shall be provided with documentation of the benefits, levels of coverage and participating physicians and hospitals. Effective January 1, 2008, the Village shall not provide any self-insured benefits that are not covered by the carrier or contained in the health and hospitalization plan, as described in the insurance plan document, except as provided in Section 25.3.

The prescription co-payment of such HMO and PPO plans shall not exceed \$10.00 for generic prescriptions, \$40.00 for formulary prescriptions, and \$60.00 for non-formulary prescriptions. Both the HMO and PPO plans shall contain a provision for a \$150.00 emergency room co-pay. In addition, both plans shall contain provisions for a \$20.00 office visit co-pay and a \$40.00 co-pay for each office visit to a specialist.

Any time on or after July 1, 2020, the Village shall have the right to become a member of a health insurance cooperative and may replace the Village's present health and hospitalization coverage with the HMO, PPO and high deductible health plans that are offered by such cooperative, in lieu of the coverage and benefit levels specified hereinabove, provided that the Village provides no less than sixty (60) days advance written notice to the Union of the Village's intention to become a member of such health insurance cooperative.

Notwithstanding the above, the Village shall not be required to offer any group health insurance plan that will be in effect on or after January 1, 2018, that will be subject to an excise tax for high-cost coverage ("Cadillac Tax") under the Affordable Care Act ("ACA") or any similar state or federal legislation or regulation.

### Section 25.2. Dental Insurance.

Effective upon execution and during the term of this Agreement, the Employer shall pay ninety percent (90%) and the employee shall pay ten percent (10%) of the employee's single coverage for dental insurance. The Employer agrees to split the dependent premium costs with the employee, in accordance with the following:

During the term of this Agreement, the Employer shall pay seventy-five percent (75%), and the employee shall pay twenty-five percent (25%) of the dependent coverage premium costs for dental insurance. The parties agree that the current dental plan is the Delta Dental Plan. The



Employer may change carriers or the program once annually during the term of this Agreement, provided the coverage remains substantially the same and the deductible and out-of-pocket limits are maintained at the same rate or better.

Section 25.3. Optical Insurance.

The Employer shall maintain the present optical insurance program for all employees with the Employer paying the full premium cost for said employees. The Employer further agrees to provide the employee's dependents with the same optical program, at no additional cost. The amounts of the Village's reimbursement program shall remain at the current rates, unless such rates have been increased for any other group of Village employees. The Employer may change carriers or the program once annually during the term of this Agreement, provided the coverage remains substantially the same and the deductible and out-of-pocket limits are maintained at the same rate or better.

Section 25.4. Life Insurance.

The Employer shall provide, to all employees covered by this Agreement, a life insurance policy in the amount of Fifty Thousand (\$50,000.00) Dollars at no cost to the employee.

Section 25.5. Terms of Insurance Policies to Govern.

The extent of coverage under the insurance policies referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Village, nor shall such failure be considered a breach by the Village of any obligation undertaken under this or any other Agreement. Nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the Village, employee or beneficiary of any employee, and nothing in this Section shall relieve the Village of its obligation to provide and maintain coverages as specified in this Article. No retired police officer may change coverage from single to married or dependent after retirement.

Section 25.6. Health Insurance Advisory Committee.

Effective May 1, 2007, the Village shall establish a Health Insurance Advisory Committee. Two members of the bargaining unit shall participate on this Committee. The Committee shall be able to receive and review proposals from health insurance providers and may make recommendations to the Village. The Village shall consider the Committee's recommendations, if any, prior to entering into any contract to provide health insurance benefits for employees. The Village shall not be bound by these recommendations.



## ARTICLE XXVI: HOLIDAYS AND PERSONAL DAYS

### Section 26.1. Holidays.

The following shall be recognized as paid holidays:

New Year's Day	Independence Day	Christmas Eve
Martin Luther King Jr. Day	Labor Day	Christmas Day
President's Day	Thanksgiving	New Year's Eve (1/2)
Good Friday	Day After Thanksgiving	Employee's Birthday
Memorial Day		

### Section 26.2. Holiday Pay.

Employees whose regularly scheduled day off falls on the actual holiday, shall be granted, in addition to the regular day's pay, eight (8) hours of holiday pay.

When an employee's regularly scheduled work day falls on the actual holiday, he shall receive eight (8) hours of holiday pay, plus he shall be paid at the rate of one and one-half times his normal rate of pay for all hours worked on the holiday, in lieu of the day off, except that for all hours worked in excess of the employee's regular shift (10 hours or 8.5 hours, whichever is applicable) on the holiday, the employee shall be compensated at two and one-half (2½) times his regular rate of pay.

If an employee's holiday is canceled and the employee is called back to work his day off on a holiday, or the employee is called to work on a holiday while he is on vacation, the employee shall receive eight (8) hours of holiday pay, plus he shall be paid at twice his normal rate of pay for all hours worked on the holiday, in lieu of the day off, except that for all hours worked in excess of the employee's regular shift (10 hours or 8.5 hours, whichever is applicable) on that holiday, the employee shall be compensated at three (3) times his regular hourly rate of pay.

Patrol officers acting as "Officer in Charge" on a holiday in the absence of a sergeant on the shift shall be paid using the entry level sergeant's pay for all hours worked on the designated holiday.

### Section 26.3. Personal Days.

Patrol officers shall receive two (2) paid personal days off per year, and Sergeants shall receive four (4) paid personal days off per year. Once approved, personal days shall not be rescinded.

All bargaining unit members covered by the terms of this Agreement shall be entitled to use up to a maximum of two (2) personal days per year as "demand" days off. For an employee to use a personal day as a demand day, the employee must identify the requested day as a "demand day" at the time the employee requests the day off from their supervisor.

"Demand" days shall be granted so long as the shift does not fall more than one (1) officer short of the minimum manpower requirement contained in General Order 01-33. For purposes of

definition in this Section, "persons off" shall apply to personnel who are off only as a result of regular days off or vacations. "Demand" days which meet the above stipulation may not be denied, provided a request has been made at least four (4) calendar days in advance.

Any and all personal time not used by the end of the calendar year shall be bought back by the Village at the then straight time rate of pay. Personal time may not be carried over from year to year.

## **ARTICLE XXVII: TUITION REIMBURSEMENT**

### Section 27.1. Accredited Educational Programs.

When an employee is enrolled in an accredited university, college, junior college or other educational program, and the course and/or degree program being undertaken is related to the employee's duties or has been pre-approved by the Employer, the Village shall reimburse the employee for one hundred percent (100%) of all tuition, books and fees for any course in which the employee receives either a grade of "A" or "Passing" (for pass/fail); 85% if the employee receives a grade of "B"; and 70% if the employee receives a grade of "C". If a course is offered both for a grade or pass/fail, the employee must take the course for a grade. The Village, at its discretion, may require proper proof and receipts for all courses for which reimbursement is sought.

### Section 27.2. Training Programs.

Commencing January 1, 2012, the Employer shall budget a total of \$6,000.00 on an annual basis, allocated as \$2,000.00 per shift, for reimbursement of training program fees incurred by employees. Such reimbursements shall be made available to employees on a seniority basis, but shall only be made available for training programs or courses for which prior approval of the Chief of Police or his/her designee has been obtained, provided that such approval shall not be unreasonably denied. In order to be eligible for such reimbursement, an employee must successfully complete such course or program, and must obtain a passing grade, if the course is graded or otherwise scored. Detectives shall be eligible for such reimbursement, but must select which shift they are to be assigned, for allocation purposes, on an annual basis. In any year, if any of the budget amount for reimbursement remains uncommitted as of October 1, then such remaining uncommitted funds shall be available to all bargaining unit members, regardless of shift, on a first come, first served basis.

## **ARTICLE XXVIII: VACATION**

### Section 28.1. Vacation Accrual.

Employees covered by the terms of this Agreement shall receive paid annual vacation according to the following schedule:



For employees assigned to work ten (10) hour or eight and one-half (8.5) hour shifts:

<u>Years of Service</u>	<u>Paid Vacation</u>
After 1 year	80 hours
After 5 years	120 hours
After 10 years	160 hours
After 20 years	200 hours
After 21 years	208 hours
After 25 years	216 hours

Bargaining unit members will be required to take all vacation time off in full shift increments (10 hours or 8.5 hours), and if assigned to ten (10) hour shifts, employee shall be charged the full shift (*i.e.*, 10 hours), but shall be charged only eight (8) hours of vacation if assigned to eight and one-half (8.5) hour shifts. In the event that there is less than a full shift remaining in unused vacation time, it may be taken off at one time.

Section 28.2. Administration.

Vacation shall be administered according to the Village's Personnel Manual, including but not limited to Section 8.4 thereof, and Section 16.2 of this Agreement, provided that in the event of any conflict between said Manual and this Agreement regarding vacation and its use, this Agreement shall supersede.

**ARTICLE XXIX: RESIDENCY**

Employees shall not be required to reside or be domiciled in any particular location or area as a condition of employment, except that employees shall be required to reside within the State of Illinois.

**ARTICLE XXX: MISCELLANEOUS**

Section 30.1. Reimbursement of Training Costs and Expenses.

Effective January 1, 2015, new hires shall be required to reimburse the Village the sum of Eighteen Hundred (\$1800) Dollars as and for the unreimbursed cost of training at the basic Police Academy and the cost of Academy uniforms, if they voluntarily leave the employ of the Village within 12 months of the date of hire; a sum of Fourteen Hundred (\$1400) dollars if they voluntarily leave within 18 months of hire; and a sum of Nine Hundred (\$900) dollars if they leave within 24 months of hire. The sum shall be withheld from the employee's last paychecks if the employee fails to complete the required months of service to the Village, and the employee shall be required to execute an authorization for such withholdings, as a condition of employment.

Section 30.2. Americans with Disabilities Act (ADA).

The Employer may take reasonable steps to comply with the ADA, provided that such action is not inconsistent with the terms of this Agreement. In the event that the Employer's action is inconsistent with the Agreement, upon written request of the Union, the parties shall commence negotiations over such issues.



### Section 30.3. Safety Vests.

The Village agrees to purchase one (1) Type II or, upon the officer's request, one (1) Type II(a) safety vest for each officer, and will replace the vests as needed or recommended according to manufacturer's specifications. In the event an officer wishes to upgrade the vest, he/she may do so by paying the additional cost, if any.

### Section 30.4. Training.

For travel to training, the Village shall reimburse employees at the IRS rate for mileage which exceeds the employee's normal travel to and from work.

Training classes are usually eight (8) hours long. If a bargaining unit member is sent for training on his day off, he will continue to receive eight (8) hours of make-up time off. If a bargaining unit member is sent for training on a day he is scheduled to work, he will be excused for the entire shift, either eight and one-half (8.5) or ten (10) hours.

All employees who are scheduled to attend Department-assigned training shall receive a minimum of two (2) weeks advance notice of any schedule change necessitated in order to attend such training, but notices of cancellation of training shall not be subject to the two (2) week notice period, but shall be provided to the officer at the earliest possible time after the Department is notified that such training has been cancelled. If the training has been cancelled by the agency providing the training, then the employee shall remain on the shift for which the training had been scheduled. If the training is cancelled because of the Department's manpower needs, then the employee's shift may be changed back to his original scheduled shift.

### Section 30.5. Meal Reimbursement.

If a meal is included in the tuition, no meal allowance. If the training lasts a full day, the Village shall pay a meal allowance of up to fifteen (\$15.00) dollars. If the training session requires an overnight stay, the Village shall pay up to a thirty (\$30.00) dollar meal allowance. Meal allowances shall be paid as reimbursements for expenses for which the employee has presented receipt(s).

### Section 30.6. Establishment of VEBA.

The Village agrees to implement a Voluntary Employees' Beneficiary Association ("VEBA") Plan when requested by the bargaining unit, with the Village responsible for paying the initial start-up costs, provided that the Village's contribution to the initial start-up costs shall not exceed \$350.00 for the start-up fee and \$750.00 for the IRS fee. Any additional start-up costs and all administrative fees shall be paid by the employees who participate in the VEBA.

Effective January 1, 2013, all sergeants shall be required to contribute one hundred percent (100%) of the payout of their accumulated sick time, vacation time, personal time and compensatory time, at the time of their separation of employment from the Village, into such VEBA Plan.

Effective July 1, 2017, all patrol officers hired before January 1, 1998 shall be required to contribute one hundred percent (100%) of the payout of their accumulated sick time into such VEBA Plan.

## ARTICLE XXXI: 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.

## ARTICLE XXXII: DURATION

### Section 32.1. Term of Agreement.

This Agreement shall be effective January 1, 2020 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 one hundred twenty (120) days preceding expiration. 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 32.2. Continuing Effect.

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

IN WITNESS WHEREOF, the parties hereto have affixed signatures this \_\_\_\_ day of \_\_\_\_\_, 2020.

FOR THE EMPLOYER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION:

Richard L. Boyd

\_\_\_\_\_

Illinois Council of Police (ICOPs)



## ARTICLE XXXI: 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 those provisions rendered or declared unlawful, invalid or unenforceable.

## ARTICLE XXXII: DURATION

### Section 32.1. Termination

This Agreement shall be effective January 1, 2020 and shall remain in full force and effect until December 31, 2020. It shall continue in effect from year to year thereafter unless notice of termination is given by certified mail by either party no earlier than one hundred twenty (120) days preceding the date shown on the notice. Written notice may be tendered in person, in which case the date of notice shall be the date of receipt.

### reemement.


It shall be effective January 1, 2020 and shall remain in full force and effect until December 31, 2020. It shall continue in effect from year to year thereafter unless notice of termination is given by certified mail by either party no earlier than one hundred twenty (120) days preceding the date shown on the notice. Written notice may be tendered in person, in which case the date of notice shall be the date of receipt.

### Section 32.2. Continuing Effect.

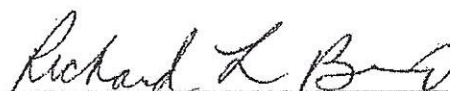
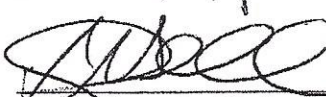
Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Impasse Procedures are continuing for a new Agreement or part thereof between the parties.

IN WITNESS WHEREOF, the parties hereto have affixed signatures this 23rd day of March, 2020.

FOR THE EMPLOYER:

  
\_\_\_\_\_  
David Weber  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION:

  
\_\_\_\_\_  
MNL  
\_\_\_\_\_  
  
\_\_\_\_\_  
Illinois Council of Police (ICOPs)



## APPENDIX A

Effective Dates:		1/1/2020 2.5%	1/1/2021 2.5%	1/1/2022 2.5%	1/1/2023 2.5%
PATROL OFFICERS					
<u>Step</u>					
A	Annual	\$65,291.20	\$66,913.60	\$68,577.60	\$70,283.20
	Hourly	\$31.39	\$32.17	\$32.97	\$33.79
B	Annual	\$69,742.40	\$71,489.60	\$73,278.40	\$75,108.80
	Hourly	\$33.53	\$34.37	\$35.23	\$36.11
C	Annual	\$77,188.80	\$79,123.20	\$81,099.20	\$83,116.80
	Hourly	\$37.11	\$38.04	\$38.99	\$39.96
Cx	Annual	\$81,057.60	\$83,075.20	\$85,155.20	\$87,276.80
	Hourly	\$38.97	\$39.94	\$40.94	\$41.96
C1	Annual	\$87,068.80	\$89,252.80	\$91,478.40	\$93,766.40
	Hourly	\$41.86	\$42.91	\$43.98	\$45.08
C2	Annual	\$87,921.60	\$90,126.40	\$92,372.80	\$94,681.60
	Hourly	\$42.27	\$43.33	\$44.41	\$45.52
D	Annual	\$96,200.00	\$98,612.80	\$101,088.00	\$103,625.60
	Hourly	\$46.25	\$47.41	\$48.60	\$49.82
SERGEANTS					
Entry	Annual	\$104,873.60	\$107,494.40	\$110,177.60	\$112,923.20
	Hourly	\$50.42	\$51.68	\$52.97	\$54.29
After 1 Year	Annual	\$107,744.00	\$110,448.10	\$113,214.40	\$116,043.20
	Hourly	\$51.80	\$53.10	\$54.43	\$55.79
After 2 Years	Annual	\$110,635.20	\$113,401.60	\$116,230.40	\$119,142.40
	Hourly	\$53.19	\$54.52	\$55.88	\$57.28

**MEMORANDUM OF UNDERSTANDING BETWEEN  
VILLAGE OF BROOKFIELD AND ILLINOIS COUNCIL OF POLICE (ICOPS)  
REGARDING SHIFT CHANGES DURING COVID-19 PANDEMIC**

This MEMORANDUM OF UNDERSTANDING is entered into by and between the Village of Brookfield (hereinafter the "Village") and the Illinois Council of Police (hereinafter the "Union").

WHEREAS, the President of the United States has declared a national emergency in response to the COVID-19 pandemic; and

WHEREAS, J.B. Pritzker, Governor of the State of Illinois, has declared all counties in the State of Illinois as a disaster area, and has also issued Executive Order #2020-10, which orders all residents to stay at home or at their place of residence, with certain exception; and

WHEREAS, the Village President has declared a state of local emergency effective March 23, 2020; and

WHEREAS, the Village and the Union have entered into a collective bargaining agreement for all sworn full-time peace officers in the rank of sergeant and below covering the term of January 1, 2020 through December 31, 2023 (the "Agreement"); and

WHEREAS, the Agreement sets forth provisions regarding hours and overtime, and the use of benefit time; and

WHEREAS, the Village and the Union agree to modify certain provisions of the Agreement during the COVID-19 pandemic, so that the employees covered by the Agreement may work twelve (12) hour shifts during the COVID-19 pandemic.

NOW, THEREFORE, IT IS AGREED by the Village and the Union as follows:

1. Section 14.6, Scheduling and Shift Assignments, of the Agreement is hereby amended to provide that the Chief has the right to modify the current schedule and change the Department shift schedule immediately, in order to implement twelve (12) hour shift schedules during the COVID-19 pandemic, until the Chief determines that the Department can return to its shift schedules that existed prior to the COVID-19 pandemic.

2. Section 14.1, Work Day and Work Week, of the Agreement is hereby modified to provide that employees who may be assigned to twelve (12) hour shifts during the COVID-19 pandemic, and that all time in excess of the hours worked in the normal work day (12 hours, 10 hours or 8.5 hours, as applicable) and all time worked on a day which is not a regularly scheduled work day under the applicable work schedule, shall be compensated as provided in Section 14.2.

3. Section 14.1, Work Day and Work Week, of the Agreement is further modified so that employees assigned to twelve (12) hour shifts during the COVID-19 pandemic shall work an



eight (8) hour shift once per two (2) week work-cycle, so that the number of regularly scheduled hours in a bi-weekly period shall be eight (80) hours.

4. Section 26.2, Holiday Pay, of the Agreement is hereby modified so that during the time that twelve (12) hour shifts are implemented during the COVID-19 pandemic, if an employee's regularly scheduled work day falls on the actual holiday, he shall receive eight (8) hours of holiday pay, plus he shall be paid at the rate of one and one-half times his normal rate of pay for all hours worked on the holiday, in lieu of the day off, except that for all hours worked in excess of the employee's regular shift (either 12 hours, 10 hours or 8.5 hours, whichever is applicable) on the holiday, the employee shall be compensated at two and one-half (2½) times his regular rate of pay.

5. Section 28.1, Vacation Accrual, of the Agreement is hereby amended to add that vacation accrual for employees assigned to twelve (12) hour shifts during the COVID-19 pandemic is in the same accrual amount as employees previously assigned to work ten (10) hour or eight and one-half (8.5) hour shifts.

6. All other terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Side Letter Agreement has been executed by the Village and the Union on the dates set forth hereinafter.

VILLAGE OF BROOKFIELD

By: [Signature]

Date: 3/24/20

ILLINOIS COUNCIL OF POLICE

By: [Signature]

Date: 3-24-2020

By: [Signature]

Date: 03/24/2020

By: [Signature]

Date: 3/24/20