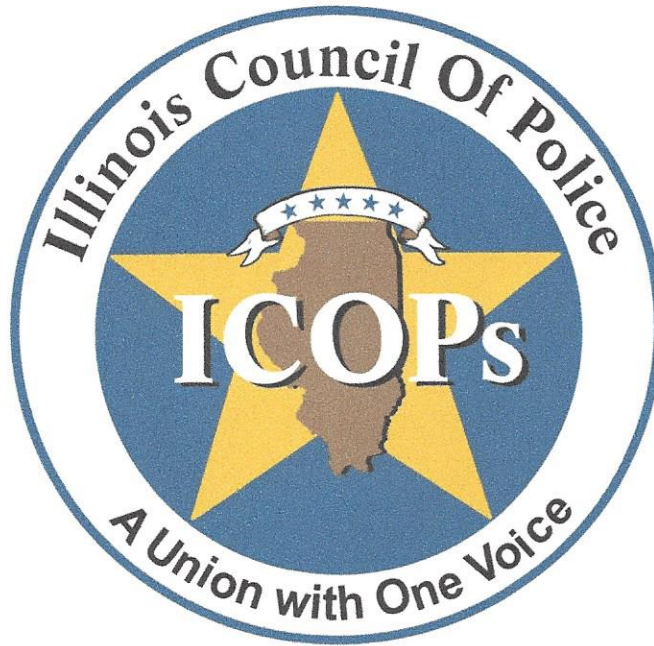


AGREEMENT



Between

Illinois Council of Police

and

Village of Midlothian, Illinois

covering

Midlothian Patrol Officers

May 1, 2020 through April 30, 2023

AGREEMENT

BETWEEN

THE VILLAGE OF MIDLOTHIAN, ILLINOIS

A MUNICIPAL CORPORATION

AND

THE ILLINOIS COUNCIL OF POLICE

May 1, 2020 - April 30, 2023

| | |
|----------------------------------------------------------------|----|
| PREAMBLE | 6 |
| ARTICLE I – RECOGNITION | 6 |
| Section 1.1. Recognition. | 6 |
| Section 1.2. Probationary Period..... | 6 |
| ARTICLE II - UNION SECURITY AND RIGHTS | 7 |
| Section 2.1. Dues Checkoff..... | 7 |
| Section 2.2. Union Indemnification. | 7 |
| ARTICLE III - MANAGEMENT RIGHTS | 8 |
| Section 3.1. Management Rights. | 8 |
| Section 3.2. Emergency Situations..... | 8 |
| Section 3.3. Rules and Regulations..... | 8 |
| ARTICLE IV – SUBCONTRACTING | 9 |
| ARTICLE V - HOURS OF WORK AND OVERTIME..... | 9 |
| Section 5.1. Application of Article..... | 9 |
| Section 5.2. Normal Work Week and Work Day..... | 9 |
| Section 5.3. Changes in Normal Work Day and/or Work Week. | 10 |
| Section 5.4. Overtime Pay..... | 10 |
| Section 5.5. Court Time. | 11 |
| Section 5.6. Computation of Hourly Salary. | 11 |
| Section 5.7. Overtime Scheduling..... | 11 |
| Section 5.8. Call-Back or Call Out..... | 13 |
| Section 5.9. Compensatory Time Off ("Due Time")..... | 13 |
| Section 5.10. Duty Trades..... | 14 |
| Section 5.11. Canine Handling Policy. | 14 |
| Section 5.12. No Pyramiding. | 14 |
| ARTICLE VI – DISCIPLINE..... | 14 |
| Section 6.1. General Discipline..... | 14 |
| Section 6.2. Reprimands. | 15 |
| Section 6.3. Access to Personnel Files..... | 15 |
| Section 6.4. Disciplinary Investigations..... | 16 |
| Section 6.5. Notification of Discipline..... | 16 |
| ARTICLE VII - GRIEVANCE PROCEDURE | 16 |
| Section 7.1. Definition. | 16 |
| Section 7.2. Procedure..... | 16 |
| Section 7.3. Arbitration..... | 17 |
| Section 7.4. Limitations on Authority of Arbitrator..... | 18 |
| Section 7.5. Scheduling Grievance Meetings..... | 18 |
| Section 7.6. Time Limit For Filing. | 18 |

| | |
|-----------------------------------------------------------|----|
| Section 7.7. Miscellaneous..... | 19 |
| ARTICLE VIII - NO STRIKE-NO LOCKOUT | 19 |
| Section 8.1. No Strike. | 19 |
| Section 8.2. No Lockout..... | 19 |
| ARTICLE IX – HOLIDAYS | 20 |
| Section 9.1. Holidays. | 20 |
| Section 9.2. Holiday Pay and Work Requirements..... | 20 |
| Section 9.3. Personal Days..... | 21 |
| ARTICLE X - SENIORITY, LAYOFF AND RECALL..... | 21 |
| Section 10.1. Definition of Seniority. | 21 |
| Section 10.2. Termination of Seniority..... | 21 |
| Section 10.3. Layoff..... | 21 |
| Section 10.4. Recall..... | 22 |
| ARTICLE XI - VACATIONS | 22 |
| Section 11.1. Eligibility..... | 22 |
| Section 11.2. Vacation Pay. | 23 |
| Section 11.3. Vacation Scheduling. | 23 |
| Section 11.4. Vacation Carryover. | 23 |
| ARTICLE XII – SICK LEAVE | 23 |
| Section 12.1. Sick Leave..... | 23 |
| Section 12.2. Accrual of Leave. | 23 |
| Section 12.3. Sick Leave Utilization..... | 24 |
| Section 12.4. Physician's Report. | 24 |
| Section 12.5. Sick Day Accumulation and Buy Back..... | 24 |
| Section 12.6. Abuse of Sick Leave. | 24 |
| Section 12.7. Light Duty. | 25 |
| Section 12.8. Workers' Compensation. | 25 |
| Section 12.9. Outside Employment Injury..... | 25 |
| Section 12.10. Bonus for Non-Use of Sick Leave. | 25 |
| ARTICLE XIII - ADDITIONAL LEAVES OF ABSENCE | 25 |
| Section 13.1. Discretionary Leaves..... | 25 |
| Section 13.2. Leave for Birth or Adoption of a Child..... | 26 |
| Section 13.3. Military Leave..... | 26 |
| Section 13.4. Jury Leave. | 26 |
| Section 13.5. Bereavement Leave..... | 26 |
| Section 13.6. Non-Employment Elsewhere. | 26 |
| ARTICLE XIV - UNIFORM ALLOWANCE..... | 26 |
| ARTICLE XV - WAGES..... | 27 |

| | |
|----------------------------------------------------------------|----|
| Section 15.1. Base Wages. | 27 |
| May 1, 2020 – 2.50% across the board wage increase..... | 28 |
| May 1, 2021 – 2.75% across the board wage increase..... | 28 |
| May 1, 2022 – 2.75% across the board wage increase..... | 28 |
| Section 15.3. Wage Schedule..... | 28 |
| Section 15.4. Longevity Pay. | 28 |
| Section 15.5. Acting Watch Commander..... | 28 |
| Section 15.6. Field Training Officer. | 29 |
| Section 15.7. Detective Compensation. | 29 |
| ARTICLE XVI - TRAINING AND TUITION REIMBURSEMENT PROGRAM | 29 |
| Section 16.1. Training Reimbursement..... | 29 |
| Section 16.2. Tuition Reimbursement..... | 29 |
| ARTICLE XVII - INSURANCE | 30 |
| Section 17.1. Hospitalization and Medical Insurance. | 30 |
| Section 17.2. Cost Containment..... | 31 |
| Section 17.3. Terms of Insurance Policies to Govern..... | 31 |
| Section 17.4. Life Insurance..... | 31 |
| Section 17.5. Retiree Insurance..... | 31 |
| ARTICLE XVIII - MISCELLANEOUS PROVISIONS | 33 |
| Section 18.1. Gender..... | 33 |
| Section 18.2. Ratification and Amendment. | 34 |
| Section 18.3. Discrimination..... | 34 |
| Section 18.4. Bulletin Board..... | 34 |
| Section 18.5. Union Business Leave..... | 34 |
| Section 18.6. Visit by a Union Representative..... | 34 |
| Section 18.7. Precedence of Agreement..... | 34 |
| Section 18.8. Fitness For Duty. | 34 |
| Section 18.9. Physical Fitness Requirements..... | 35 |
| Section 18.10. Family and Medical Leave Act. | 35 |
| ARTICLE XIX - EMPLOYEE ALCOHOL AND DRUG TESTING..... | 35 |
| Section 19.1. Statement of Policy. | 35 |
| Section 19.2. Prohibitions. | 35 |
| Section 19.3. Drug And Alcohol Testing Permitted. | 36 |
| Section 19.4. Order To Submit To Testing. | 36 |
| Section 19.5. Test To Be Conducted..... | 36 |
| Section 19.6. Drug Testing Standards..... | 38 |
| Section 19.7. Disciplinary Action. | 39 |
| Section 19.8. Right To Contest. | 40 |

| | |
|----------------------------------------------------------|----|
| Section 19.9. Voluntary Request For Assistance..... | 40 |
| Section 19.10. Employee Assistance Program..... | 41 |
| ARTICLE XX - OUTSIDE EMPLOYMENT | 41 |
| ARTICLE XXI - LABOR MANAGEMENT AND SAFETY COMMITTEE..... | 42 |
| ARTICLE XXII - SAVINGS CLAUSE | 42 |
| ARTICLE XXIII - ENTIRE AGREEMENT | 43 |
| ARTICLE XXIV – DURATION | 43 |

PREAMBLE

This Agreement is entered into by the Village of Midlothian, Illinois (hereinafter referred to as the "Village" or "Employer") and Illinois Council of Police, (hereinafter referred to as "ICOPs" or the "Union") for the basic purpose of promoting harmonious relations between the Union and the Employer; to encourage and improve efficiency and productivity in the work place; to establish an equitable and peaceful procedure for the resolution of grievances as provided herein, and to establish an entire agreement covering all rates of pay, hours of work and conditions of employment applicable to bargaining unit employees (hereinafter referred to as "employees" or "officers") during the term of this Agreement. In consideration of the mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representatives and/or agents, do mutually covenant and agree as follows:

ARTICLE I – RECOGNITION

Section 1.1. Recognition.

The Village recognizes the Union as the sole and exclusive collective bargaining representative for all full-time sworn peace officers in the titles of Police Officer and Detective employed by the Village of Midlothian, but excluding all Sergeants, Lieutenants, Captains and Police Chief (as supervisory personnel) and any confidential or managerial employees and all other employees of the Village of Midlothian.

Section 1.2. Probationary Period.

All new employees and those hired after loss of seniority shall be considered probationary employees until they have completed their probationary period which shall be eighteen (18) months in duration. Time absent from duty or not served for any reason shall not apply toward satisfaction of the probationary period, except authorized holidays, vacations and sick leave. During the probationary period, an employee shall be afforded all rights and privileges under the contract; except the Village may reprimand, suspend or discharge a probationary employee without cause and such employee shall have no recourse to the grievance procedure or the Board of Fire and Police Commissioners to contest such a reprimand, suspension or discharge. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his last date of hire with the Village in a position covered by this Agreement.

ARTICLE II - UNION SECURITY AND RIGHTS

Section 2.1. Dues Checkoff.

Each officer who on the effective date of this Agreement is a member of the Union pursuant to this Agreement, and each officer who becomes a member after that date, shall maintain his membership in good standing in the Midlothian Police Department during the term of this Agreement.

With respect to any officer on whose behalf the Village receives written authorization (on the form attached as Appendix A), the Village shall deduct from the wages of the officer the dues and/or financial obligation uniformly required and shall forward the full amount to the Union by the tenth (10th) day of the month following the month in which the deductions are made. The amount deducted shall be in accordance with the schedule to be submitted to the Village by the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Village and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Village will not similarly deduct dues in any other organization as to officers covered by this Agreement.

Total deductions collected for each calendar month shall be remitted by the Village to the Treasurer of the Union together with a list of employees for whom deductions have been made not later than the tenth (10th) of the following month. The Union agrees to refund to the employee any amounts paid to the Union in error. A Union member desiring to revoke the dues checkoff may do so at any time with thirty (30) days' written notice to the Village and the Union. Information concerning dues not deducted under this Article shall be forwarded to the Treasurer of the Union, and this action will discharge the Village's only responsibility with regard to such cases.

The actual dues amount to be deducted shall be certified to the Village by the Treasurer of the Union, in writing, and shall be fixed in dollar amount for each employee for the year. The Union once each year may change the fixed dollar amount which will be the regular monthly dues, only upon giving the Village sixty (60) days' notice of any such change in the monthly dues to be deducted. It is specifically agreed that any dispute concerning dues checkoff shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Section 2.2. Union Indemnification.

The Union shall indemnify and save harmless the Village and its officers, agents, and employees against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that may arise out of, or by reason of, any action taken by the Village in the course of or for the purpose of complying with the provisions of this Article. If an improper deduction is made

resulting in an overpayment to an employee(s), the Union shall refund any such amount directly to the involved employee(s), with notification to the Village.

ARTICLE III - MANAGEMENT RIGHTS

Section 3.1. Management Rights.

Except as specifically modified by other Articles of this Agreement, the Union recognizes the exclusive right of the Village to make and implement decisions with respect to the management of its operations in all respects. Such rights include but are not limited to the following: to plan, direct, control and determine all the operations and services of the Village; to supervise and direct the working forces; to establish the qualifications for hiring and to hire employees; to schedule and assign work; to establish reasonable work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means and organization by which operations are conducted; to make, alter and enforce reasonable rules, regulations, policies and procedures; to evaluate employees; to discipline, suspend and discharge employees for just cause (except probationary employees without cause); to determine whether services are to be provided by employees covered by this Agreement or by subcontractors; to change or eliminate existing methods, equipment or facilities; and to lay off or otherwise relieve employees from duty because of lack of work or for other reasons. It is specifically provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

Section 3.2. Emergency Situations.

The Union recognizes the right of the Village to take any and all actions as may be necessary to carry out the mission of the Village in situations of local disaster or civil unrest or emergencies as may be formally declared by the Village President or his designee or the Village Board of Trustees. In the event of such emergency action, the provisions of this Agreement may be suspended, if necessary, except as pertains to wages and wage-related benefits (except that approved leave may be canceled), provided that all provisions of this Agreement shall be immediately reinstated once a local disaster or emergency condition ceases to exist.

Section 3.3. Rules and Regulations.

Employees shall be required to comply with all rules and regulations, policies and procedures of the Police Department assuming such are not inconsistent or in conflict with the terms of this Agreement.

New or revised rules, regulations, policies and procedures may be established from time to time. Except in an emergency, the Union will be given fourteen (14) calendar days' notice of proposed changes

and a reasonable opportunity to discuss such changes with management before they are finalized, and absent emergency such changes will be posted for no less than seven (7) calendar days before they become effective and enforceable. Rules, regulations, policies and procedures shall be fairly and equitably administered and enforced, and shall be subject to the grievance procedure as provided herein.

ARTICLE IV – SUBCONTRACTING

Absent emergency, the Village will grant to the Union at least thirty (30) days' advance notice of any decision to subcontract work of employees covered by this Agreement where such subcontract will result in the layoff of one or more bargaining unit personnel. Within fifteen (15) days of giving such notice, the Village, upon request, will meet with the Union to receive any views and suggestions.

ARTICLE V - HOURS OF WORK AND OVERTIME

Section 5.1. Application of Article.

This Article is intended only as a basis of calculating overtime payments and of describing employee work schedules; nothing in this Agreement shall be construed as a guarantee of hours of work per day, week, work period or year.

Section 5.2. Normal Work Week and Work Day.

Except as provided elsewhere in this agreement, the normal work week shall commence at 0001 hours on Sunday and end at 2400 hours on Saturday. Each Patrol Officer covered by this agreement shall have a normal workday of 12 hours per day. Detectives, Tac Officers and any other specialty assignment may have a normal workday of 8 hours, or other workday determined by the Chief of Police.

| Week # | Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|--------|--------|--------|---------|-----------|----------|--------|----------|
| 1 | 12 hr | OFF | OFF | 12 hr | 12 hr | OFF | OFF |
| 2 | OFF | 12 hr | 12 hr | OFF | OFF | 12 hr | 12 hr |
| | | | | | | | |

Management will allow shift bids by seniority, while maintaining ability for separation of assignments (FTO, Bicycle Officer, SSERT, SMART, ILEAS, etc) but the final approval of the personnel assigned to any particular shifts shall be left to the sole discretion of management. Management shall also have the sole discretion to determine the number of officers assigned to any given shift.

The parties agree, however, that management may schedule an employee for one (1) eight (8) hour shift during each fourteen (14) day FLSA period. If this eight (8) hour shift cannot be scheduled for an employee, it is agreed that the employee will receive four (4) hours of flextime for the additional four (4)

hours worked due to the failure or inability to schedule an eight (8) hour shift. Any other work required in excess of eighty (80) hours within the Fourteen (14) day FLSA period shall be paid as overtime as set forth in Sections 5.4 and/or 5.9 of this Agreement. This flex time will be recorded separately from compensatory time as straight time up to a maximum of one hundred four (104) hours of the flex time per year which must be paid out or used by April 30th of each year.

The parties recognize and agree that there must be a minimum staffing of eighteen (18) patrol officers and sergeants in active service in order for the twelve (12) hour work day to be functional. If the staffing level of the Department falls to fewer than eighteen (18) patrol officers and sergeants in active service for any reason, the former eight (8) hour shift, working five (5) days with two (2) days off, then five (5) days with three (3) days off, may, in the sole discretion of management, be instituted until such time as the staffing level of the Department is brought back to eighteen (18) patrol officers and sergeants in active service. At such time when the staffing level of the Department returns to eighteen (18) patrol officers and sergeants in active service, the twelve (12) hour schedule will be continued starting with the next twenty eight (28) day cycle. If the eight (8) hour shift is implemented as a result of fewer than eighteen (18) patrol officers and sergeants in active service, no Village Time Owed ("VTO") will be accrued.

Officers shall be required to attend a 15-minute roll call at the start of their assigned shift. The Officers will be entitled to a forty-five (45) minute paid lunch during each shift. In order to account for the fifteen-minute roll call, the forty-five (45) minute lunch break will be paid.

Section 5.3. Changes in Normal Work Day and/or Work Week.

The work days, shifts, shift schedules and/or shift rotations to which employees are regularly assigned shall be based upon the twenty-eight (28) day departmental work schedule. Changes in normal work days, shifts, shift schedules and/or shift rotations to which employees are normally assigned may be made only for temporary periods to deal with temporary operating needs, such as training and special assignments which cannot be effectively carried out on the established work shifts, or due to extraordinary emergency circumstances. The Village will give as much advance notice as practicable of such change to the individuals affected by such change, and will restore the normal work schedule once the temporary circumstances requiring the change have passed.

Section 5.4. Overtime Pay.

Police officers shall be paid at the rate of time and one-half (1-1/2) their regular straight time hourly rate of pay for all hours worked in excess of eighty (80) hours in a fourteen (14) day FLSA work period. Overtime shall be earned in fifteen minute increments.

All hours paid but not worked, except for sick leave, minimum hours guarantees referenced in Sections 5.5 and 5.8 and the annual due time buy back referred to in Section 5.9, shall count toward hours worked for overtime pay purposes, although hours which are worked but are paid for at premium rates under other provisions of this Agreement shall not count toward hours worked for overtime pay purposes under this Section; however, only the premium pay portion of holidays worked shall be excluded from such computation.

Section 5.5. Court Time.

An officer who is required to appear in court for Village business at a time which does not continuously precede, follow or occur during his assigned duty shift shall receive a minimum of three (3) hours pay. The three (3) hours pay shall be paid as follows: Officers shall be paid for two (2) hours at one and one half (1 1/2) times their hourly rate of pay and one (1) hour at the officer's regular rate of pay. When an officer appears in court other than the Markham 6th District Court House, subject to the three (3) hour minimum guarantee stated above, hours worked for overtime pay purposes under Section 5.4 shall include portal-to-portal travel time. Court appearances at the Markham 6th District Court House shall not include portal-to-portal travel time (measured from the Village Police Department).

Section 5.6. Computation of Hourly Salary.

For purposes of determining overtime compensation, a police officer's hourly salary shall be computed based upon an annual work year of 2,080 hours.

Section 5.7. Overtime Scheduling.

The parties recognize that the Employer must have some flexibility in offering or making overtime assignments, depending upon the various circumstances in existence at the time the assignment is offered or made. The parties further recognize that the Chief of Police or his designee(s) shall have the right to require overtime work and officers shall not refuse overtime assignments. In accordance with these general principles, the parties agree that the following procedures will be applied when scheduling such overtime within the department in the absence of unusual or abnormal circumstances:

- a) **Scheduled/Posted Overtime.** Scheduled/posted overtime is overtime known to the Employer at least seven (7) days in advance of its use. The Employer shall post all scheduled overtime opportunities within a reasonable time in advance of their availability and normally at the time of posting the monthly schedule. Full-time officers (including sergeants) shall be permitted to sign up, for from one (1) to three (3) full shifts of the posted opportunity on a voluntary basis as reasonably determined by the Employer based upon the number of hours available and other

circumstances. After the list has been posted for four (4) or five (5) calendar days, an officer (including a sergeant) may then sign up for any of the remaining opportunities. After full-time officers (including sergeants) have been given the chance to sign up for the opportunity, part-time officers may then sign up for the available overtime. Once overtime has been signed up for, there shall be no bumping of overtime opportunities. This scheduled/posted overtime procedure does not apply to part-time only special assignments. Further, whenever overtime creates a situation where more than one (1) sergeant is working a shift, only one (1) sergeant will perform the duties of a sergeant and the other sergeant(s) will perform the duties of a patrol officer, absent emergency.

- b) **Unscheduled Overtime.** Absent emergency, in all other overtime situations other than those mentioned above as "scheduled/posted overtime," or where scheduled/posted overtime has not been voluntarily selected, overtime shall normally be offered to full-time officers (excluding sergeants) on a seniority basis as described below. Where the overtime opportunity involves a hold-over to the next shift, the Employer shall first attempt to contact the officers (excluding sergeants) working on the current shift and offer them the opportunity to hold over to the next shift. If the opportunity is for a shift other than the following shift, the Employer shall attempt to contact full-time officers (excluding sergeants) who are not scheduled to work on the shift which requires overtime and offer them the opportunity to work the shift by use of a rotating call-out list. If no full-time officer voluntarily accepts the opportunity, the Village may then offer the opportunity to a part-time officer or a sergeant.

If no part-time officer or a sergeant accepts the opportunity, or if the Employer decides not to offer the opportunity to a part-timer or a sergeant, then if the opportunity involves the following shift, the Village shall require the least-senior officer (excluding sergeants) selected from a rotating list who is working on the current shift to hold over and work four (4) hours beyond the current shift and then call in the least-senior officer who can be contacted on the shift following the next shift (selected from a rotating list) to relieve the officer held over and work four (4) hours prior to the beginning of that officer's scheduled shift. If the opportunity is for a shift other than the following shift, the Employer shall order the least-senior full-time officer (selected from a rotating list) on the shift preceding the shift for which the overtime is required to hold over for four (4) hours and to call in the least-senior full-time officer (who can be contacted from a rotating list) on the shift following the shift for four (4) hours. Time permitting, and absent an emergency, in instances of mandatory call-in the Employer will continue to utilize a list which rotates among

all officers on a shift.

If sufficient personnel cannot be contacted in accordance with these principles in (a) or (b), above, or if time does not permit their application, then the Employer shall simply make a reasonable assignment of the overtime in question.

Section 5.8. Call-Back or Call Out.

A call-back or call out is defined as an officer's assignment of work which does not continually precede or follow the officer's regularly scheduled working hours. An employee covered by this Agreement who is called back to work after having left work or called in while off duty shall receive a minimum of three (3) hours' pay at two (2) hours at one and one half (1 1/2) times their hourly rate of pay and one (1) hour at the officer's straight-time rate, or overtime pay for hours actually worked if Section 5.4 applies, unless the individual is called back to rectify his own error.

Section 5.9. Compensatory Time Off ("Due Time").

Overtime compensation may be paid through the use of compensatory time off (due time) at such times and in such time blocks as are mutually agreed upon between the involved employee and the Chief or his designee. If mutual agreement on compensatory time cannot be reached, the employee shall receive one and one-half (1-1/2) times his rate of pay for overtime hours worked in accordance with the provisions of Section 5.4 of this Agreement.

The decision to use time due while an officer is on or off duty can be decided on by the sergeants and can only be denied based on a falling below minimum manpower levels, assuming the officer has ample time available to use. If a request is put in and there are the required number of officers on the shift, the use of time due will be granted. Officers shall have access to the time due log whenever a sergeant is on duty.

Employees may accumulate no more than one-hundred and fifty (150) hours of "due time" (compensatory time and time due in lieu of holiday pay) during any fiscal year. Requests to take time off work which has already been accrued as due time shall be made to the Chief or his designee a reasonable period in advance of the requested time off, and may be denied for reasonable operating reasons, including but not limited to manpower shortage or overtime considerations. An employee may elect to cash out up to 75 hours of earned but unused due time for the first pay period in December provided the employee gives written notice to the Village of this election by no later than November 15. At the end of the fiscal year (April 30) an employee may elect to cash out any remaining earned but unused due time, or carry over up to 96 hours of such time (any time in excess of 96 hours will be paid out at the end of the fiscal year in which it was earned). The employee shall notify the Village in writing of his/her election by

no later than April 1. Due time may only be taken in a minimum of two (2) hour increments, except upon approval of the Chief or his designee.

Section 5.10. Duty Trades.

The Chief or his designee may, in his discretion, allow employees to trade duty days or duty shifts or a lesser period than a full duty shift upon the joint request of the employees involved.

The employees will document the trade with the scheduling lieutenant or his designee. Officers must repay the officer with whom they switched shifts within the same 28-day work period. Such duty trades shall not be permitted if the trade causes either officer to incur overtime or miss a special duty assignment.

Section 5.11. Canine Handling Policy.

The Village may start or discontinue the use of a canine(s) as part of the Department's law enforcement activities as the Village deems appropriate. If an officer covered by this Agreement is assigned to Canine Handling duties, the following provisions shall govern such assignment.

If the Canine' Officer's scheduled duty shift is twelve hours, the K-9 handler will attend eight (8) hours of K-9 related training twice per month. Tithe required K-9 training is scheduled on a handler's regularly scheduled work day, the handler will attend training for a period of eight (8) hours and will be provided four (4) hours of compensatory time which will be utilized on that same day of the K-9 related training. If the required K-9 training is scheduled on a handler's shift shall be modified to include the off-duty at home canine care activities time as hours worked during the normal work week hours (officer's on-duty hours will either be reduced by 3 1/2 hours per week or the Village will pay for such portion of the 3-1/2 hours per week which are not released at straight time or overtime rates as appropriate under Section 5.4 of this Agreement). If the off-duty at home canine care activities exceed the 3-1/2 hours per week allowance for any week, the officer shall submit a daily log identifying the activities engaged in, the times at which they took place and the duration of the activities, to his/her supervisor by the end of the shift immediately following that week in order to qualify for compensation.

Section 5.12. No Pyramiding.

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

ARTICLE VI – DISCIPLINE

Section 6.1. General Discipline.

Discipline in the Department for minor offenses shall be progressive and corrective in nature

designed to improve behavior and not merely to punish. Disciplinary actions instituted by the Employer shall be for just cause (probationary employees without just cause). Where the Employer believes cause exists to institute disciplinary action, the Chief or his designee(s) shall have the option to assess among others the following penalties:

- Oral reprimand
- Written reprimand
- Suspensions (up to 5 days by the Chief as provided by 65 ILCS 5/10-2.1-1.7)

Any disciplinary action assessed by the Chief or his designee(s) which is not subject to decision or review by the Village of Midlothian Board of Fire and Police Commissioners (herein after "BOFPC") shall be only for just cause and may be appealed through the grievance procedure. The parties agree that disciplinary action taken by or appealed to the BOFPC shall not be subject to review under the grievance procedure of this Agreement. No member of the bargaining unit who is serving in an acting capacity shall have authority to discipline employees without review by higher command, except for oral reprimands, although the officer in the acting capacity may relieve another employee from duty.

Section 6.2. Reprimands.

If the employer has reason to reprimand an employee, it shall generally be done in a manner that will not embarrass the employee before other employees or the public, and employees will conduct themselves in such a fashion as not to cause the employer to embarrass the employee before other employees or the public. A copy of all suspension and discharge notices may be provided to the Union by the affected employee(s).

Section 6.3. Access to Personnel Files

Individual Officers shall have reasonable access to their own individual personnel files at least once each calendar year upon prior written notice to the Chief of Police or his designee. The Village agrees that such access to personnel files will be granted not more than seven (7) calendar days after the initial written request is submitted. Officers may make copies of any materials contained in these files. Access shall not extend to those documents excluded from disclosure under 820 ILCS 40/10 (a)-(g).

The Village may retain such records as required by the Illinois Records Act and caselaw. The Village may store such records in a location other than an Officer's personnel file. The Village also agrees that when an entry is made into an employee's personnel file, the employee shall be notified of the entry as soon as practical and given a copy. All charges against an Officer that were found to be unfounded, exonerated or not sustained shall also be removed from the Officer's personnel file upon completion of

the investigation. Nothing herein shall limit the Village from maintaining records as noted above.

Section 6.4. Disciplinary Investigations.

When the Employer questions or interviews an employee concerning a matter which the employee reasonably and objectively believes will lead to disciplinary action of that employee, the Employer shall upon request of the employee allow a Union Officer or steward if available to be present during the interview in accordance with requirements of the decisions of the ISLRB and the courts (Weingarten and Morgan). In addition, in the case of questioning related to an investigation of misconduct which may be the basis of disciplinary action in excess of three days as described in the Uniform Peace Officer's Disciplinary Act, any questioning shall be conducted in accordance with the standards of the Uniform Peace Officer's Disciplinary Act, 50 ILCS 725, et s.

Section 6.5. Notification of Discipline.

Prior to taking any final disciplinary action of the degree of a suspension without pay or greater, the Employer shall notify the employee of the contemplated measure of discipline to be imposed, and shall meet with the employee involved and inform him of the general reason(s) for such contemplated disciplinary action and give the employee an opportunity to relate his side of events. The employee shall be entitled to Union representation at such meeting, upon request, to the extent required by law.

ARTICLE VII - GRIEVANCE PROCEDURE

Section 7.1. Definition.

A "grievance" is defined as a complaint arising under the Agreement raised by an employee and/or the Union against the Village alleging that there has been as to the grievant, or a group of employees, a violation, misinterpretation or misapplication of a provision of this Agreement. Grievances relating to disciplinary action shall be subject to the limitations specified in Article VI.

Section 7.2. Procedure.

The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, a grievance will be processed in the following manner:

Step 1: Any employee, or the Union if a Union grievance, who has a grievance shall submit the grievance in writing to the employee's immediate supervisor on a form mutually agreed to by the parties. The grievance shall contain a statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested.

All grievances must be presented in writing no later than ten (10) calendar days from the date of this

occurrence or within ten (10) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event first giving rise to the grievance. The immediate supervisor shall render the Employer's written response to the grievant within ten (10) calendar days after the grievance is presented.

Step 2: If the grievance is not settled at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted by the employee, or the Union if a Union grievance, in writing to the Police Chief within ten (10) calendar days after receipt of the Village's answer to Step 1. The Police Chief or his designee shall investigate the grievance and in the course of such investigation, shall offer to discuss the grievance within ten (10) calendar days with the grievant and a representative of the Union, if requested by the grievant, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Police Chief or his designee shall provide the Employer's written answer to the grievant within ten (10) calendar days following the meeting or within ten (10) calendar days of receipt of the grievance by the Village at Step 2 if no meeting is held.

Step 3: If the grievance is not settled at Step 2 and the employee, or the Union if an Union grievance, wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted by the employee in writing to the Village President within ten (10) calendar days after receipt of the Village's answer to Step 2. The Village President or his designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within ten (10) calendar days with the grievant and a representative of the Union, if requested by the grievant, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the President or his designee shall provide a written answer to the grievant within twenty- one (21) calendar days following the meeting or within twenty-one (21) calendar days of receipt of the grievance by the Village at Step 3 if no meeting is held.

Section 7.3. Arbitration.

If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within twenty-one (21) calendar days of receipt of the Village's written answer as provided to the employee at Step 3.

- (A) The parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Either party may request that the panel be composed entirely of members of the National Academy of Arbitrators and/or that the panel be composed entirely of arbitrators who reside in Illinois. The party requesting arbitration shall strike the first name, then

the responding party shall strike a name, and so forth, with the person remaining serving as the arbitrator.

- (B) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Village witnesses and representatives. The parties may, by mutual agreement; provide for expedited arbitration.
- (C) The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union retain the right to employ legal counsel.
- (D) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (E) More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
- (F) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 7.4. Limitations on Authority of Arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement nor make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or rules and regulations of administrative bodies that have the force and effect of law. Any decision or award of the arbitrator rendered within the prescribed limitations of this Agreement shall be final and binding upon the Village, the Union and the employees covered by this Agreement.

Section 7.5. Scheduling Grievance Meetings.

The Village will attempt to schedule grievance meetings at times which do not interfere with the work of bargaining unit members whose presence is necessary at the particular meeting in question. If, however, a meeting is scheduled at the request of the Village during the work hours of the grievant or the designated Union Officer whose presence is requested by the grievant, the grievant and Union Officer shall be released from duty to attend the meeting without any loss of pay. No release time shall otherwise be granted to employees under this Article.

Section 7.6. Time Limit For Filing.

No grievance shall be entertained or processed unless it is submitted at Step 1 within (10) calendar days after the occurrence of the event first giving rise to the grievance or within ten (10) calendar days after the employee or the Union, if a Union grievance, through the use of reasonable diligence, could have

obtained knowledge of the occurrence of the event first giving rise to the grievance. If a grievance is not presented by the employee or the Union, if a Union grievance, within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer. If the Village does not hold a meeting or answer a grievance or an appeal thereof within the specified time limits, the grievant may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 7.7. Miscellaneous.

No member of the bargaining unit who is serving in the capacity of an acting supervisor or Acting Watch Commander shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Village unless and until the Village has agreed thereto in writing.

ARTICLE VIII - NO STRIKE-NO LOCKOUT

Section 8.1. No Strike.

Neither the Union nor any of its officers, or agents or any employee of the Village will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, picketing that would interrupt employees' work or Village services, slowdown, speedup, sit down, concerted stoppage of work, concerted refusal to perform overtime, or any other intentional interruption or disruption of the operation of the Village, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent. In addition, in the event of a violation of this Article the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 8.2. No Lockout.

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

ARTICLE IX – HOLIDAYS

Section 9.1. Holidays.

Employees shall receive the following ten (10) paid holidays per year:

New Year's Day

New Years' Eve

Good Friday

Memorial Day

Independence Day

Veteran's Day

Thanksgiving Day

Day After Thanksgiving

Christmas Day

Labor Day

Section 9.2. Holiday Pay and Work Requirements.

Employees who do not work on a holiday shall receive eight (8) hours straight time pay for each holiday recognized in Section 9.1, above.

Employees who work on a holiday shall receive straight-time pay for the period worked and, in addition, shall have the option of receiving eighteen (18) hours pay for the day or placing eighteen (18) hours in their compensatory time off account for the full day worked, or pro rata for the actual hours worked if a twelve (12) hour shift is in effect. In the absence of a twelve (12) hour shift, the options will be reduced to the previous twelve (12) hours of pay or compensatory time off. Employees shall work all holidays when scheduled as part of their regular work schedule. Any officer called in to work on a holiday or who volunteers to work on a holiday on which the employee is not otherwise regularly scheduled to work shall receive pay for each hour actually worked at straight-time or time and one-half rates, in accord with the provisions of Section 5.4, above, and in addition shall have the option of either: (a) receiving time and one-half his hourly rate of pay for all such hours worked during the holiday; or (b) converting such hours at a time and one-half rate to the employee's compensatory time off account.

The eight (8) hours of straight time holiday pay referenced above shall be considered part of the officer's base salary for purposes of computing the officer's final pensionable salary under the Illinois

Pension Code.

Section 9.3. Personal Days.

Employees hired on or after March 15, 1998 shall receive twenty-four (24) hours of personal time off, with pay, on an anniversary date basis, each year which may be taken with approval of the Chief or his designee. Employee hired before March 15, 1998 shall receive twenty-four (24) hours of personal time off, with pay, on a calendar year basis, each year which may be taken with approval of the Chief or his designee. Requests for a personal day off shall be made at least twenty-four (24) hours in advance and may be denied for reasonable operating reasons, including manpower shortage or overtime pay considerations. Personal days must be used during the respective annual periods designated in this section or they will be forfeited.

ARTICLE X - SENIORITY, LAYOFF AND RECALL

Section 10.1. Definition of Seniority.

Seniority shall be based on the employee's length of service from the last date of continuous full-time employment as a full-time sworn peace officer in the Police Department of the Village. Seniority shall continue to accumulate during authorized leaves of absence, unless the Chief and the employee agree otherwise. Conflicts in seniority between two or more employees otherwise having the same seniority shall be determined on the basis of the order of the employees on the Board of Fire and Police Commissioners hiring list, with the employee higher on the list being the more senior.

Section 10.2. Termination of Seniority.

Seniority for all purposes and the employee relationship shall be terminated if the employee:

- (A) quits;
- (B) is discharged for cause (probationary employees without cause);
- (C) retires or is retired;
- (D) fails to return to work at the end of an approved leave of absence except for good cause shown;
- (E) fails to return from layoff within fourteen (14) calendar days from the date of recall; or
- (F) is laid off or otherwise does not perform work as a police officer for the Village (except for absences due to on-the-job injuries compensated under Workers' Compensation or military service) for a period in excess of thirty (30) months.

Section 10.3. Layoff.

The Village may lay off employees due to lack of work and/or lack of funds, change in organizational

structure or abolishment of positions. Before a layoff occurs, the Village will meet and discuss the matter with the Union. If it is determined by the Village that layoffs are necessary, where skill and ability are equal then employees covered by this Agreement will be laid off in accordance with their length of service.

Section 10.4. Recall.

Employees who are laid off shall be placed on a recall list for a period of thirty (30) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled. Employees who are eligible for recall shall be given fourteen (14) calendar days of notice of recall and notice of recall shall be sent to the employee and the Union by certified or registered mail, provided that the employee must notify the Police Chief or his designee of his intention to return to work within five (5) calendar days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Police Chief or his designee with his latest mailing address. If the employee is away from home and does not receive actual notice, receipt shall be assumed eleven (11) days after mailing. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list.

ARTICLE XI - VACATIONS

Section 11.1. Eligibility.

Employees covered by this Agreement shall be eligible for paid vacation time after the completion of one (1) year of employment with the Village. Employees shall start to earn vacation allowance as of their date of hire.

All employees shall accrue vacation as follows:

| Total Length of Service | Vacation Leave Earned |
|------------------------------------------------|---------------------------------------------|
| 0 until one year anniversary | 40 hours accrued (but not eligible for use) |
| 1 year plus one day to 5 year anniversary date | 80 hours |
| 5 years to 10 year anniversary date | 120 hours |
| 10 years to 15 year anniversary date | 160 hours |
| 15 years | 200 hours |

Section 11.2. Vacation Pay.

The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job duties on the pay day immediately preceding the employee's vacation.

Section 11.3. Vacation Scheduling.

The Police Chief or designee shall determine what days are available for the scheduling of vacation and how many employees may schedule vacation days off at the same time. Thereafter, in January of each calendar year, employees shall be given thirty (30) days to select their vacation preference in the order of their departmental seniority, with the most senior officer making the first selection. Vacation may not be selected in less than one-week periods until all officers have had an opportunity to schedule their vacation. All officers shall be required to schedule their vacation days by November 1 of each year.

Section 11.4. Vacation Carryover.

Any employee who is unable to use his/her scheduled vacation days because they have been canceled by the Village during the last quarter of the calendar year may carry over such days, up to ten (10), which may be used until March 31st of the following year and scheduled on a preference-first basis in that following year. In the event the carried over days cannot be used by March 31st because of requests made by the Village, then the employee shall be paid for any such unused days at his/her rate of compensation during the calendar year in which such days were earned. Otherwise, unused vacation days shall be lost if not taken.

ARTICLE XII – SICK LEAVE**Section 12.1. Sick Leave.**

Sick leave with pay is provided as a benefit to employees and may not be abused. Sick leave shall be used for personal illness, injury, or doctor appointments, or for serious illness or injury in the employee's immediate family. For the purpose of this Article, "immediate family" shall be defined as an employee's legal spouse, children (including children for which the employee is legal guardian), parents, parents of the spouse or grandparents.

Section 12.2. Accrual of Leave.

For the purpose of this Agreement, employees shall accrue twelve (12) hours of sick leave credit for every month in which they receive at least one hundred twenty (120) hours of compensation; provided, however, that probationary employees shall not be eligible for the use of sick leave during the

first six (6) months of employment unless specifically allowed by the Chief in his absolute discretion. Employees who leave the department having used more sick days than they have accrued shall owe the Village for the difference, which difference may be deducted from the employee's final paycheck or otherwise obtained from the employee by the Village. Sick leave cannot be taken before it is actually earned except as otherwise stated herein. To qualify for sick leave pay, an employee shall report any illness or disability to the Watch Commander or Acting Watch Commander on duty as soon as possible, but not later than two (2) hours prior to the employee's regular starting time.

Section 12.3. Sick Leave Utilization.

With the proper notification and approval of the Police Chief or his designee, sick leave shall be utilized on an hour-for-hour basis.

Section 12.4. Physician's Report.

The Village may require a physician's report to confirm the employee's absence from work and/or his ability to continue work. A physician's report may also be required to verify any absence of an employee due to an illness or disability of the employee's immediate family. If an employee is required to use sick leave for a period exceeding two (2) consecutive duty days, a statement from a physician shall be required. Such statement shall describe the reason for the absence and, if appropriate, an expected date for the return of the employee to work. The Village shall pay for such examination to the extent not covered by insurance.

Section 12.5. Sick Day Accumulation and Buy Back.

Employees working under this Agreement shall be allowed to accumulate up One Thousand Three Hundred Fifty (1350) hours of sick leave time. Unused sick leave will not be paid to an employee upon separation from employment with the Village except as stated herein.

Upon separation from employment with the Village, an employee will be paid for one-half of his accumulated sick hours at the rate of six dollars and fifty cents (\$6.50) per hour. An employee shall only be eligible for an accumulated sick leave buy back upon separation from employment with the Village if:

- A. The employee has completed a minimum of twenty (20) years of full-time employment with the Village and is at least fifty (50) years of age; and
- B. The employee's separation was not due to a termination for just cause.

Section 12.6. Abuse of Sick Leave.

Abuse of sick leave is a very serious matter and may subject an employee to discipline up to and including discharge. The Union shall join with the Village in making every effort to locate and correct any abuse of sick leave.

Section 12.7. Light Duty.

The Police Chief or designee may, at his discretion, make light duty assignments based upon a physician's approval to employees who are unable to perform full duty responsibilities because of an on-the-job (work-related) or off-the-job (non- work-related) illness, injury or disability, provided the employee can reasonably be expected to perform the work. Light duty assignments shall not be made or denied for reasons which discriminate among bargaining unit members on an arbitrary or capricious basis, understanding that the criteria for denial of off-the-job injury requests is different than on-the-job injury requests or orders.

Section 12.8. Workers' Compensation.

Employees who sustain an on-the-job (work-related) illness, injury or disability shall be granted, if necessary, up to one (1) year of injury leave at full pay and with full accrual of benefits to the extent required by law. While on injury leave, the employee agrees to take all necessary steps to eliminate temporary total disability payments while on light duty or, if that is not possible, to sign over or otherwise return to the Village all temporary total disability (TTD) payments received from workers' compensation insurance.

Section 12.9. Outside Employment Injury.

An employee shall not be eligible to use sick leave for an illness or disability incurred in conjunction with outside employment which is covered by Workers' Compensation.

Section 12.10. Bonus for Non-Use of Sick Leave.

An employee who is scheduled to and regularly works during the calendar year shall earn bonus personal day(s) annually based upon the following criteria:

| Sick Days Used | Bonus Days Earned |
|-----------------------|--------------------------|
| 0-2 sick days | 3 bonus days earned |
| 3-4 sick days | 2 bonus days earned |
| 5 sick days | 1 bonus days earned |
| 6 or more | 0 bonus days earned |

ARTICLE XIII - ADDITIONAL LEAVES OF ABSENCE

Section 13.1. Discretionary Leaves.

The Chief may grant a leave of absence without pay to any employee, subject to stipulations which are mutually agreed upon. Under no circumstances will a discretionary leave be granted until an

employee's entire accrued sick, vacation and compensatory leave time is first exhausted. The Chief shall require the employee to make a written request setting forth the reason(s) for the leave.

Section 13.2. Leave for Birth or Adoption of a Child.

An employee who provides the Chief with at least forty-five (45) days' notice of the anticipated birth or adoption of a child shall be granted paid leave as needed to allow for three (3) consecutive working days of bonding time with the child. The employee may designate whether the paid leave time shall be paid from the employee's accumulated compensatory time off, vacation, sick leave, or other earned paid time off. Requests for leave time under this Section shall not be denied due to regular manning requirements, absent an emergency situation as reasonably declared by the Chief or the mayor.

Section 13.3. Military Leave.

Military Leave shall be granted in accordance with applicable State and Federal Law.

Section 13.4. Jury Leave.

Employees who are required to serve on a jury shall sign their jury duty checks over to the Village. The Village shall compensate such employees, at their regular rate of pay, for each day actually spent on jury duty provided the employee was scheduled to work that day.

Section 13.5. Bereavement Leave.

In the event of a death in the immediate family of an employee, the employee shall be granted three days off with pay. The employee's immediate family for purposes of this Section is defined as spouse, parents, children (including half or step), brother or sister (including in-law, half or step), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents, grandchildren and spouse's grandparents. Additional days off may be granted at the Chief's absolute discretion; any additional time may be taken with approval of the Chief and shall be charged to accrued sick or compensatory time.

Section 13.6. Non-Employment Elsewhere.

A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment, unless specifically approved in writing in advance by the Village President. Employees who engage in unauthorized employment elsewhere during such leave shall immediately be terminated.

ARTICLE XIV - UNIFORM ALLOWANCE

The Village shall provide all police officers with uniforms and equipment necessary to perform their duties as officers of the Midlothian Police Department as described below.

All items shall continue to be provided through a quartermaster system. Items of uniform, clothing and equipment covered by this Agreement are the following:

- Shirts, long and short sleeve and polo (1 Polo per year)
- Pants, winter and summer
- Ties and tie tacks
- Duty belts and equipment, glove pouch or belts and ammo pouches
- One handcuffs and case
- Baton and ring or asp and holder
- Windbreaker and winter jacket
- Hats: winter and summer
- Rain gear
- Nameplates and badges
- Disposable gloves
- Radio and holder
- Flashlight holder
- Bullet-proof vest and cover (including optional outside cover)
- Boots and shoes of a reasonable quality (as determined appropriate by the Chief or his designee) up to a maximum of one hundred fifty dollars (\$150.00).

Employees shall properly wear and care for all uniforms and equipment as reasonably required by departmental rules and regulations.

ARTICLE XV - WAGES

Section 15.1. Base Wages.

The annual base wages and longevity payments through the effective date of this Agreement shall be as stated below. The base wages earned by bargaining unit personnel are as follows, for employees who have completed the number of years of service with the Department which are referred to in each column:

WAGE SCHEDULE

May 1, 2020 – 2.50% across the board wage increase

May 1, 2021 – 2.75% across the board wage increase

May 1, 2022 – 2.75% across the board wage increase

| | | Current | May 1, 2020 | May1, 2021 | May 1, 2022 |
|---------|----|----------------|--------------------|-------------------|--------------------|
| Start | \$ | 46,987.26 | \$ 48,161.94 | \$ 49,486.39 | \$ 50,847.27 |
| 1 Year | \$ | 66,222.42 | \$ 67,877.98 | \$ 69,744.62 | \$ 71,662.60 |
| 2 Years | \$ | 70,812.67 | \$ 72,582.99 | \$ 74,579.02 | \$ 76,629.94 |
| 3 Years | \$ | 75,633.80 | \$ 77,524.65 | \$ 79,656.57 | \$ 81,847.13 |
| 4 Years | \$ | 77,691.86 | \$ 79,634.16 | \$ 81,824.10 | \$ 84,074.26 |
| 5 Years | \$ | 79,749.90 | \$ 81,743.65 | \$ 83,991.60 | \$ 86,301.37 |
| 6 Years | \$ | 81,807.97 | \$ 83,853.17 | \$ 86,159.13 | \$ 88,528.51 |

Section 15.3. Wage Schedule.

Administration. Step increases on the Wage Schedule referred to in Section 15.1, above, shall be granted on the employee's anniversary date of employment as a police officer with the Village. The Village may begin an employee's pay above the "start" column based upon the employee's prior work experience. The Village may, in its discretion, either elect to freeze the starting rate at \$44,290.00 or designate a starting pay rate not to exceed the percentage raises provided to non-probationary officers as set forth in the Wage Schedule referred to in Section 15.1 above.

Section 15.4. Longevity Pay.

Effective on the date of signing this Agreement, an employee's base annual salary as set forth in Section 15.1 shall be increased by a total of five hundred dollars (\$500.00) after completion of five (5) years of continuous service as a full-time employee, by a total of one thousand dollars (\$1,000.00) after completion of ten (10) years of continuous service as a full-time employee (\$500.00 more than the 5-year amount), by a total of one thousand seven hundred fifty dollars (\$1,750.00) after completion of fifteen (15) years of continuous service as a full-time employee, by a total of two thousand five hundred dollars (\$2,500.00) after completion of twenty (20) years of continuous service as a full-time employee, and by thirty - five hundred dollars (\$3,500.00) after completion of twenty-five (25) years of continuous service as a full-time employee.

Section 15.5. Acting Watch Commander.

Any Officer who is officially assigned to perform the full and complete duties of a Watch

Commander on an "Acting" basis shall be paid two dollars (\$2.00) for each such hour spent in the acting Watch Commander capacity for such shift.

Section 15.6. Field Training Officer.

An employee who is designated to serve as a Field Training Officer and who actually serves in that capacity training a police recruit shall receive two dollars (\$2.00) for each complete hour of service as a Field Training Officer.

Section 15.7. Detective Compensation.

Those officers assigned to the position of detective shall receive two (2) hours of compensatory time for every week they are designated "on call". Detectives shall receive an annual clothing allowance of One Thousand Two Hundred Fifty Dollars (\$1,250) per year for the purchase of attire to be worn for work related duties. This amount shall be paid by separate check due by May 1 of each year and the parties agree that this amount shall not constitute creditable earnings for purposes of the detectives' pension.

ARTICLE XVI - TRAINING AND TUITION REIMBURSEMENT PROGRAM

Section 16.1. Training Reimbursement.

Employees who leave the employment of the Village within their first three (3) years of employment shall reimburse the Village for all Village incurred costs of tuition, room and board and other expenses associated with training received by the employee including, but not limited to, training received at the Police Academy. However, employees shall not be required to reimburse the Village for such training costs and expenses if they leave employment because of a work-related disability.

Section 16.2. Tuition Reimbursement.

Upon the completion three (3) years' service with the Village an employee in an accredited university or college taking a course or courses which will produce a degree or certificate in police science, criminal justice, police administration or a similarly related degree, or which are directly related to his duties for the Village, or which will not lead to a degree but which will directly benefit the Village, may receive reimbursement for such course(s). Tuition Reimbursement shall be limited to one (1) Bachelor's degree as provided above. The maximum annual individual reimbursement shall be Fifteen Thousand Dollars (\$15,000.00). Any tuition exceeding Fifteen Thousand Dollars (\$15,000.00) annually will be the sole responsibility of the employee. Reimbursement shall be subject to the following conditions:

- (1) Such courses do not affect or interfere with his availability for duty, although an employee may request shift substitution as per Section 5.10;
- (2) Such courses do not require or trigger overtime payments under this contract or the FLSA; and
- (3) Said employee has prior written approval from the Police Chief, which approval may not unreasonably be withheld.

Once approval has been granted, the Village upon receipt of a paid tuition receipt shall reimburse the employee at the rate of one hundred percent (100%) with a grade of "A" or "B" and fifty percent (50%) for a grade of "C" or "pass" on a pass/fail basis; there shall be no reimbursement for any grade below "C" or for a "fail" on a pass/fail basis, nor shall the Village reimburse where the employee does not actually pay the amounts in question but rather is himself reimbursed from some sort of grant or the like. Books, fees, mileage, lodging and other incidental expenses will not be reimbursed; only tuition is subject to reimbursement. An employee who receives tuition reimbursement from the Village must remain employed by the Village for a period of one (1) year after the date of reimbursement, or he shall be required to repay the Village the full amounts of all such tuition reimbursements; such payments may be deducted from any final paycheck or other monies owed to the employee by the Village. Any employee who does not abide by the language in this Section regarding tuition reimbursement will be responsible for any legal cost incurred by the Village to recover the money paid by the Village for tuition reimbursement.

ARTICLE XVII - INSURANCE

Section 17.1. Hospitalization and Medical Insurance.

The Village agrees to maintain the current Hospitalization and Medical insurance coverages and benefits and life insurance in substantially the same manner and net benefit level during the term of this Agreement. The Employer shall pay eighty percent (80%) of the premium costs of such insurance for the employee and/or employee and dependent(s), with the employee paying the remainder. If the Village voluntarily agrees to pay a greater percentage of medical and/or life insurance premium payments for any other group of Village employees, then it shall at that time pay such greater percentage of insurance payments for members of this bargaining unit, as well. The Village retains the right to select a different insurance carrier, to provide coverage through an HMO, PPO or similar system(s) or to self-insure.

Either party may request to reopen Section 17.1 for the sole and limited purpose of bargaining over the benefits provided within Section 17.1 alone. The parties shall not be permitted to reopen this

portion of the contract for bargaining until at least September 1, 2014. Should either party demand to re-open and bargain this portion of the Agreement in a timely fashion, the parties shall commence bargaining no later than October 1, 2014.

Section 17.2. Cost Containment.

The Village reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially the same. Such measures may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 17.3. Terms of Insurance Policies to Govern.

The extent of coverage under the insurance policies (including HMO, PPO and self-insurance plans) 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 pay any claim 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 coverages as specified in this Article.

Section 17.4. Life Insurance.

The Village shall continue the present life insurance policy with the Fort Dearborn Life Insurance Company at \$15,000.00 per employee if the employee elects coverage under Village-provided health insurance coverage with the employer paying that portion of premium costs referred to above in Section 17.1.

Section 17.5. Retiree Insurance.

The Village of Midlothian will provide health insurance to retiring or disabled employees with payment and enrollment in accordance with the following;

(a) Eligibility for Disabled and Retired Employees and Their Dependents

The Police Officer's Continuance Privilege, 215 ILCS 51367g shall control eligibility for insurance, and the Village shall make no payments except as stated under the Payment and Enrollment Section below.

A retired or disabled employee receiving pension benefits who at any time elects to be covered by another health insurance plan will not be able to return to the Village group plan at a later date.

The Village shall comply with the Public Safety Employee Benefits Act, 820 ILCS 320/1, et. seq.

(b) Payment and Enrollment

1. Individual (Single) Plan

The Village will pay the same percentage of a single coverage premium for a retiree who has worked the minimum of fifteen (15) years as a full-time police officer for the Village of Midlothian and who otherwise meets both service and age requirements and a line of duty disabled employee as is paid for an active full time employee at the time of retirement.

2. Dependent (Family) Plan

The eligible disabled or retired employee may elect to keep any family members covered by the plan only if the same family members were covered by the Plan one year immediately preceding the date of retirement.

A surviving spouse and the spouse's eligible dependents of a disabled or retired employee who are entitled to receive a surviving spouse's monthly pension pursuant to 40 ILCS 5/3-101, et seq., or ILCS 5/4-101, et seq., may elect to continue the Village health insurance benefit until death or remarriage of that spouse, or until the spouse obtains insurance for herself/himself, or until that spouse becomes eligible for Medicare, whichever occurs first.

If the eligible disabled or retired employee is hired on or after January 1, 2004, and has worked a minimum of fifteen (15) consecutive years as a full-time police officer for the Village of Midlothian the retiree will pay 100% of the dependent coverage. Surviving spouses of retired or disabled employees hired after January 1, 2004 will pay 100% of the dependent coverage premium.

3. Life Insurance

There is no life insurance benefit for disabled or retired employees. At no time during the employee's participation as an eligible retired or disabled employee shall the employee be able to increase the degree of participation or the number of insureds under the health insurance plan beyond that which the employee had on the date one year prior to the date of his/her termination from full time employment within the Village.

An eligible retiree who attains the age of sixty-five years old and who is eligible for Medicare or a disabled employee qualified for Medicare shall be eligible for those insurance benefits supplemental to Medicare A and B, if available under the law. Federal COBRA laws will apply to all non-eligible employees.

All bargaining unit members that are not qualified or eligible to receive benefits under the Public Safety Employee Benefits Act, as amended from time to time, are entitled to apply for disability benefits offered to other non-bargaining unit Village employees and shall be eligible to receive such benefits in the same manner as such other non-bargaining unit Village employees. The parties agree that the Village may make changes(s) in such disability benefits provided such change(s) are applicable to all Village employees.

For Qualified Retirees hired before ratification of this agreement, the Village's premium payment obligation shall be limited to eighty (80%) of the premium cost of the Employee's Medical Plan of choice for the Qualified Employee coverage. The Qualified Employee's premium payment obligation is twenty (20%), via payroll deduction. All Qualified Retirees, hired after December 1, 2020, who become eligible for Medicare,

- (i) shall no longer be eligible to participate in the Medical Plan as a Qualified Employee,
- (ii) shall become eligible for the Medicare Supplement only, and
- (iii) shall be solely obligated to pay one hundred (100%) of the Medicare Supplement premium.

A Qualified Retiree may have the option to continue to participate in the Dental Plan and/or Vision Plan, at the Qualified Retiree's sole cost and expense. The Village shall have no obligation to pay any coverage premium for any Plan on behalf of Qualified Retirees who are eligible for Medicare.

Individuals hired after the ratification of this agreement, will be provided the retiree health insurance with the same payment and enrollment terms as provided to the police officers pursuant to the agreement between the Village and ICOPs, or its successor, as amended from time to time. Contributions towards the cost of the health insurance premium for employees hired after the ratification of this contract upon retirement shall be based on a 60%-40% split (Village pays 60 % of the premium, employee pays 40% of the premium) of the HMO or equivalent coverage provided by the Village. The difference between the HMO and the individual's plan of choice will be 100% the responsibility of the individual retiree.

ARTICLE XVIII - MISCELLANEOUS PROVISIONS

Section 18.1. Gender.

Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall refer to both the masculine and feminine.

Section 18.2. Ratification and Amendment.

This Agreement shall become effective when ratified by the President and the Village Board of Trustees and the Union and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

Section 18.3. Discrimination.

Neither the Union nor the Village will discriminate against any employee covered by this Agreement in a manner which will violate either federal or state law because of race, age, religion, creed, sex, national origin or union activity or inactivity.

Section 18.4. Bulletin Board.

The Village shall provide space for a bulletin board, which shall be provided by the Union and shall be limited in size to no larger than 24" x 36". The Union shall be allowed to post official Union notices of a non-political, non-inflammatory nature. The Union shall limit all postings to this bulletin board.

Section 18.5. Union Business Leave.

Up to two (2) officers designated annually by the Union may utilize accumulated vacation leave, compensatory time off or shift exchange, or up to a group total of six (6) days without pay, for legitimate Union business such as Union meetings, locally or outside the Village of Midlothian; such time off shall not be detrimental to the employee. Any request to receive leave without pay must be made at least seventy-two (72) hours in advance and may be denied by the Chief for reasonable operating reasons including manpower shortages or overtime pay considerations. With prior approval of the Chief, which approval shall not be unreasonably denied, pay-back for shift exchange utilized for Union Business Leave shall be decided between the employee relieved and the employee covering the shift.

Section 18.6. Visit by a Union Representative.

The Village agrees that one (1) accredited representative of the Union, whether Local Union representative, Council representative, or International representative, shall have reasonable access to the Community Room to meet with an off-duty bargaining unit employee(s). The outside representative shall call the Chief or his designee before his arrival and obtain prior approval, which approval may be reasonably denied, from the Department Head before entering upon the premises of the Department. The representative shall not in any way disturb employees who are working or other Village personnel.

Section 18.7. Precedence of Agreement.

The terms of this Agreement shall take precedence over any conflicting Village ordinances.

Section 18.8. Fitness For Duty.

If there is any question concerning an employee's fitness for duty, or fitness to return to duty, the Village may require, at its expense, that the employee undergo an examination by a qualified physician or other appropriate medical professional selected by the Village. If the employee is not found fit for duty by the physician selected by the Village, the employee, at his expense, may be examined by a reputable physician selected by him. If found fit by this physician, then a third physician will be selected by the other two physicians to determine whether the employee is fit for duty. The cost of this third physician will be equally divided by the Village and the employee. The Village shall reimburse any employee found fit for duty by the third physician for any loss of pay suffered by the employee because of any unreasonable delay in the examination which was caused solely by the Village. An employee not found fit for duty may apply for sick leave or other leave of absence as provided in this Agreement and/or for a disability pension to the extent provided for by state statutes.

Section 18.9. Physical Fitness Requirements.

The Village may institute any physical fitness standards, requirements or programs which may be reasonably necessary to comply with federal or state laws or administrative regulations after following the procedures described in Section 3.3 of this Agreement.

Section 18.10. Family and Medical Leave Act.

The parties agree that the Village may, notwithstanding any other provisions of this Agreement, adopt policies to implement the Family and Medical Leave Act of 1993 that are in accord with what is legally permissible under the Act. If there is a conflict with the Agreement, the Union will be notified and provided an opportunity to discuss the matter before any final action is taken.

ARTICLE XIX - EMPLOYEE ALCOHOL AND DRUG TESTING

Section 19.1. Statement of Policy.

It is the policy of the Village of Midlothian that the public has the absolute right to expect persons employed by the Village in its Police Department to be free from the effects of drugs and alcohol. The Village, as the employer, has the right to expect its employees to report for work fit and able for duty and to set a positive example for the community. The purposes of this policy shall be achieved in such manner as not to violate any established constitutional or contractual rights of the employees of the Police Department.

Section 19.2. Prohibitions.

Employees shall be prohibited from:

- (A) Consuming or possessing alcohol at any time during the work day or anywhere on any Village premises or job sites, including Village buildings, properties, vehicles and the employee's vehicle while engaged in Village business, or reporting to work or working with an amount of alcohol in the system in an amount sufficient to violate Section 19.5(H) of this Agreement, except as may be necessary in the performance of duty;
- (B) Possessing, using, selling, purchasing or delivering any illegal drug at any time and at any place, except as may be necessary in the performance of duty, or abusing any prescription drug in a manner which adversely affects the employee's ability to perform one or more job duties;
- (C) Failing to report to the employee's supervisor any adverse side effects reasonably known by the officer of medication or prescription drugs which the employee may be taking.

Section 19.3. Drug And Alcohol Testing Permitted.

Where the Village has reasonable suspicion to believe that: (a) an employee is being affected by the use of alcohol; or (b) has abused prescription drugs in a manner which adversely affects the employee's ability to perform one or more job duties; or (c) has used illegal drugs, the Village shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. The foregoing shall not limit the right of the Village to conduct any tests it may deem appropriate for persons seeking employment prior to their date of hire. If the Police Chief imposes a random drug testing program upon all sworn officers of the Police Department, with such random drug testing program providing, inter alia, that up to twenty-five percent (25%) of the entire Department's sworn officers may be randomly drug tested for up to four (4) times per year, then the Chief shall have authority to impose such random drug testing upon bargaining unit members to the same extent that it is imposed upon all other sworn officers of the Department.

Section 19.4. Order To Submit To Testing.

Within forty-eight (48) hours of the time the employee is ordered to reasonable - suspicion based testing authorized by this Agreement, the Village shall provide the employee with a written notice setting forth the facts and inferences which form the basis of the order to test. Refusal to submit to such test may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he or she may possess.

Section 19.5. 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 or the U.S. Department of Health and Human Services (DHHS) to perform drug and/or alcohol testing.
- (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) Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside reserved for later testing if requested by the employee.
- (D) Collect samples in such a manner as to preserve the individual employee's right to privacy while insuring a high degree of security for the sample and its freedom from adulteration. Employees 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 employee may attempt to compromise the accuracy of the testing procedure.
- (E) Confirm any 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 employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's choosing, at the employee's own expense; provided the employee notifies the Village within seventy-two (72) hours of receiving the results of the test and provided further that the laboratory or clinic and the testing procedure, including chain of custody, meets or exceeds the standards established in this Agreement.
- (G) Require that the laboratory or hospital facility report to the Village that a urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The Village may only test for drugs or alcohol using a blood test if there is no other reasonable, less intrusive manner of testing available because of unique circumstances (such as an accident) which might render the employee unable to offer a urine sample. For purposes of this Article, a positive drug test result means the presence of an amount of proscribed or prescribed drugs and/or their metabolites in an employee that equals or exceeds the levels set forth in Section 19.6, below. 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 employee's interests.

- (H) Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of .020 or more shall be considered positive.
- (I) Provide each employee 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 employee is the subject of any adverse employment action because of the test except emergency temporary reassignment or relief of duty during the pendency of any testing procedure.

Section 19.6. Drug Testing Standards.

- A. Screening Test Standards. The following initial immunoassay test cutoff levels shall be used when screening specimens to determine whether they are negative for the five (5) drugs or classes of drugs:

| | Initial Test Level |
|---------------------------------------------------|--------------------|
| Marijuana metabolites | 50 ng/ml |
| Cocaine metabolites | 300 ng/ml |
| Opiate metabolites* | 2000 ng/ml |
| Phencyclidine | 25 ng/ml |
| Amphetamines | 1000 ng/ml |
| 25 g/ml if immunoassay specific for free morphine | |

- B. Confirmatory Test Standards. All specimens identified as positive on the initial screening test shall be confirmed using GC/MS techniques at the cutoff levels listed below. MI confirmations shall be by quantitative analysis. Concentrations which exceed the linear region of the standard curve shall be documented.

| | Confirmatory Test Level |
|------------------------|-------------------------|
| Marijuana metabolites* | 15 ng/ml |
| Cocaine metabolites* * | 150 ng/ml |
| Opiates: | |
| Morphine | 2000 ng/ml |
| Codeine | 2000ng/ml |
| 6-Acetylmorphine**** | 10 ng/ml |
| Phencyclidine | 25 ng/ml |

Amphetamines:

Amphetamine 500 ng/ml

Methamphetamine*** 500 ng/ml

Delta-9-tetrahydrocannabinol-9-carboxylic acid

** Benzoyllecgonine

*** Specimen must also contain amphetamine at a concentration greater than or equal to 200 ng/ml.

**** Test for 6-AM when morphine concentration exceeds 2000 ng/ml

C. Changes In Cut-Off Levels. The cut-off levels for the five classes of drugs set forth in Section 19.6(A) and (B) above shall be modified to conform with any changes made by DHHS.

D. Testing For Other Prescription Or Illegal Drugs. Any tests for other prescription or illegal drugs shall use the screening test cut-off levels and the confirmatory GC/MS test cut-off levels for such drugs in accordance with the standards established by DHHS.

Section 19.7. Disciplinary Action.

The Village may seek discharge of an employee who tests positive a first time for an illegal substance, or may suspend such employee up to thirty (30) days for any other violation of this Article, or impose a lesser discipline as reasonably determined to be appropriate by the Village or the Village's Board of Fire and Police Commissioners in accordance with the circumstances presented to the Village and the Village's Board of Fire and Police Commissioners. In order to have a possibility of avoiding the penalty of termination, the employee must be willing to:

(A) agree to appropriate treatment as determined by the physician(s) involved;

(B) discontinue use of illegal drugs or abuse of alcohol;

(C) agree to authorize persons involved in counseling, diagnosing and treating the employee to disclose to the Village personnel as specified in Section 19.10 the employee's progress, cooperation, drug and alcohol use and any dangers perceived in connection with performing job duties and completion or non-completion of treatment;

(D) complete the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;

(E) agree to submit to random testing during hours of work during the period of "after-care," and for a period of twenty-four (24) months following the period of "after-care"; and

(F) agree that during this last chance period in (e) above, if the employee tests positive again the employee may be terminated.

This Article shall not be construed as an obligation on the part of the Village to retain an employee on active status throughout any period of rehabilitation, if termination does not occur, where it is determined that the employee's current use of alcohol or drugs prevents such individual from performing his duties or whose continuance on active status would constitute a direct threat to the property and safety of others. Such employee shall be afforded the opportunity, at his option, to use accumulated paid leave or take an unpaid leave of absence pending any approved treatment.

Section 19.8. Right To Contest.

If disciplinary action is not taken against an employee based in whole or in part upon the results of a drug or alcohol test, the Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the test, the right to test, the administration of the tests, the significance and accuracy of the test, or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. Further, if disciplinary action is taken against an employee based in part upon the results of a test, then the Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any portion of the test if the discipline is not so extreme as to invoke the jurisdiction of the Village Fire and Police Commission. Any evidence concerning test results which is obtained in violation of the standards contained in this Article shall not be admissible in any disciplinary proceeding involving the employee.

Section 19.9. Voluntary Request For Assistance.

The Village shall take no adverse employment action against any employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem because of, or as a direct result of the employee having voluntarily sought such treatment, counseling or other support, other than the Village may require reassignment of the employee with pay if he is unfit for duty in his current assignment. This provision shall not prohibit the Village from disciplining an employee based upon information or evidence obtained independent of the employee's request for treatment, counseling or other such support. The foregoing is conditioned upon:

- (A) the employee agreeing to appropriate treatment as determined by the physician(s) involved;
- (B) the employee discontinues use of illegal drugs or abuse of alcohol;
- (C) the employee agreeing to authorize persons involved in counseling, diagnosing and treatment the employee to disclose to the Village personnel as specified in Section 19.10 the employee's progress, cooperation, drug and alcohol use and any dangers perceived in connection with performing job duties and completion or non-completion of treatment;

- (D) the employee completes the course of treatment prescribed including an "after-care" group for a period of up to twelve (12) months; and
- (E) the employee agrees to submit to random drug testing during hours of work during the period of "after-care".

Employees who do not agree to or act in accordance with the foregoing shall be subject to discipline, up to and including discharge if it can be shown that the employee's job performance will likely be or has been adversely affected. This Article shall not be construed as an obligation on the part of the Village to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing his duties or whose continuance on active status would constitute a direct threat to the property and safety of others. Such employee shall be afforded the opportunity, at his option, to use accumulated paid leave or take an unpaid leave of absence pending treatment.

Section 19.10. Employee Assistance Program.

The Village shall provide the Employee Assistance Program sponsored by the South Suburban Mayors and Managers Association or a comparable or better program. Voluntary requests for assistance with drug and/or alcohol problems shall be held strictly confidential by the employee assistance program(s), and the Police Chief, the Village President and the EAP Administrator shall be the only ones informed of any such request or any treatment that may be given and they shall hold such information strictly confidential. An employee voluntarily seeking assistance shall not be disciplined (except for failure to fulfill obligations under the employee assistance program or where evidence independently obtained reveals that discipline is appropriate) but may be subject to random testing during and for one year following successful completion of the employee assistance program.

The Village's obligation to provide treatment under this Agreement for alcohol and substance abuse shall be limited to services provided and paid for by the Village's insurance plan in which the employee is enrolled and by the South Suburban Mayors and Managers Association Employee Assistance Program or a comparable or better program.

ARTICLE XX - OUTSIDE EMPLOYMENT

Employees shall not be employed by employers other than the Village, nor shall they contract for or accept anything of value in return for services, nor omit they otherwise be self-employed for remuneration, without the written approval of the Police Chief, approval which shall not be withheld

unless such job will: (1) result in a conflict of interest or bring the department into disrepute; (2) result in outside work during an employee's work shift; (3) involve the use of Village equipment or supplies in a manner contrary to consistent Departmental past practice; or infringe on their ability to do their job for the Village. Employees seeking permission to (1) perform outside employment; or (2) change that employment shall apply in writing to the Police Chief for approval on a form provided by the Village. Such application shall be approved or denied within a reasonable time. If outside employment, including self-employment, has been approved or permitted by the Village prior to the execution of this Agreement, and if it later appears that such outside employment, including self-employment, is resulting in activity which would not be approved if initially requested under this Agreement, prior approval for such outside employment may be revoked, provided that the employee involved shall receive at least fourteen (14) calendar days' advance notice of such revocation.

ARTICLE XXI - LABOR MANAGEMENT AND SAFETY COMMITTEE

At the request of the Union (by its President or designee) or of the Village (by the Police Chief or designee), the parties shall meet at least semi-annually, or more frequently if mutually agreed, to discuss matters of mutual concern including safety matters that do not involve negotiations or the grievance procedures. Each party may have up to two additional persons attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least three (3) calendar days prior to the date of the meeting; the respondent may add to the agenda up to 24 hours prior to the meeting. Such meetings may be held during working hours, provided they do not interfere with the operations of the Police Department, as determined by the Police Chief.

ARTICLE XXII - SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, is or shall at any time be contrary to or unauthorized by state or federal law, or be held invalid and unenforceable by operation of law or by any state or federal board, agency or court of competent jurisdiction, then such provision shall not be applicable or performed or enforced except to the extent permitted or authorized by state or federal law; provided that in such event all other provisions of this Agreement shall continue in effect. The Village and the Union agree to immediately begin negotiations on a substitute for a provision found invalid or unenforceable; any impasse in such negotiations shall be resolved according to the impasse resolution procedures contained in the Illinois Public Labor Relations Act.

ARTICLE XXIII - ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term unless otherwise specifically provided for in this Agreement. 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 or matter not removed by law or ordinance from the area of collective bargaining, and that the understandings and agreements (or any side letters of agreement mutually agreed by the parties to be incorporated in this Agreement) arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement except that the Union or the Village shall have the right to impact or effects bargaining as provided in the Illinois Public Labor Relations Act and the Village shall have the right to temporarily implement management decisions pending final resolution of any impact or effects bargaining as timely requested by the Union, unless specifically provided otherwise in this Agreement and except for any reopener negotiations as specifically provided for in this Agreement.

ARTICLE XXIV – DURATION

This Agreement shall be effective as of the 1st day of May, 2020, and shall remain in full force and effect until 23:59 hours on the 30th day of April, 2023. Thereafter, this Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no more than one hundred twenty (120) days nor less than ninety (90) days prior to the agreement's anniversary date that they desire to modify this Agreement. In the event such notice is given, negotiations shall begin not later than thirty (30) days after notification is received by the other party.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than fifteen (15) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph. Further, the parties agree that, because

this Agreement expires in the middle of the Village's fiscal year, that any interest arbitrator called upon to resolve a dispute over the terms of a successor contract between the parties shall have jurisdiction (but shall not be required) to award an economic benefit retroactive to the day after the expiration date of this Agreement notwithstanding any contrary language in the Illinois Public Labor Relations Act or the Rules and Regulations of the Illinois' State Labor Relations Board, even if the Union has neither requested mediation or arbitration prior to the onset of the Village's fiscal year.

24.2. 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 Procedure are continuing for a new Agreement or part thereof between the parties.

Executed this 1st Day of February 2021

VILLAGE OF MIDLOTHIAN:

D. O. Delany

Chief of Police

ILLINOIS COUNCIL OF POLICE:

Richard L. Bruno

John C. Ben Union STEWARD

Date: 02/01/21

Date: 02/01/21