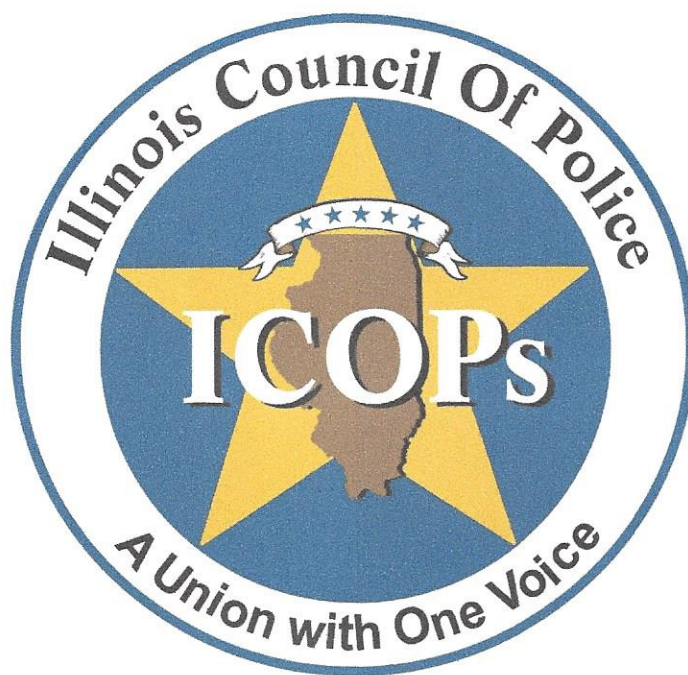


AGREEMENT

Between



ILLINOIS COUNCIL OF POLICE

And

VILLAGE OF CRESTWOOD

Covering

Crestwood Part-Time Police Officers

March 4, 2021 through April 30, 2024

TABLE OF CONTENTS

INTRODUCTION.....	4
PREAMBLE	4
ARTICLE I – RECOGNITION	4
ARTICLE II – MANAGEMENT RIGHTS	4
ARTICLE III – NO STRIKES, NO LOCKOUTS	5
3.1 No Strike Clause.....	5
3.2 No Lockout.....	5
3.3 Judicial Restraint.....	5
3.4 Discipline of Strikers.....	5
ARTICLE IV – UNION-VILLAGE RELATIONS	6
4.1 Bulletin Board	6
4.2 Public Information.....	6
4.3 No Discrimination	6
4.4 New Employees.....	6
4.5 Dues Check off and Fair Share Deductions.....	6
4.6 Union Representatives and Visitation	7
ARTICLE V – DISCIPLINARY INVESTIGATION PROCEDURES	7
5.1 Police Officers’ Bill Of Rights	7
5.2 No Media Exposure.....	8
ARTICLE VI – GRIEVANCE PROCEDURE	8
6.1 Purpose And Filing Deadlines	8
6.2 Definitions.....	8
6.3 Procedures	9
6.4 Time Limit for Filing	10
ARTICLE VII – DISCIPLINE AND DISMISSAL	10
7.1 Employee Security	10
7.2 Access To Personnel Files.....	10
7.3 Disciplinary Sequence.....	11
7.4 Disciplinary Authority.....	11
ARTICLE VIII – SENIORITY	11
8.1 Hiring Date Conflicts	11
8.2 Probationary Period Seniority	11
8.3 Layoff and Recall	12
8.4 Rescheduling (Trading) Of Shifts	12
ARTICLE IX --EMPLOYMENT PRACTICES & PROCEDURES	13
9.1 Court Time Compensation	13
9.2 Residency Requirement.....	13
9.3 Uniform Allowance.....	13
9.4 Shift Schedule/Picks.....	14
9.5 Overtime Compensation and Compensatory Time.....	14
9.7 Secondary Employment	18
ARTICLE X – HOLIDAYS AND LEAVES	15
10.1 Holidays	15
10.2 Jury Duty Leave, Court Leave.....	15
10.3 Military Leave.....	15
10.4 Family Medical Leave Act.....	16
ARTICLE XI – HEALTH & WELFARE BENEFITS	16
11.1 Disability and Worker’s Compensation	16
11.2 Ongoing Professional Training.....	16
11.3 Immunization and Inoculations.....	16
ARTICLE XII – BASE SALARY ADJUSTMENTS	16
ARTICLE XIII – MISCELLANEOUS WORKING CONDITIONS.....	17

13.1 Drug Screening.....	17
ARTICLE XIV – SEVERABILITY	17
ARTICLE XV – ENTIRE AGREEMENT	18
ARTICLE XVII – DURATION.....	18
APPENDIX “A”	

INTRODUCTION

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

PREAMBLE

The Union, having been certified by the Illinois Labor Relations Board as Collective Bargaining Agent for all part-time police officers employed by the Village, and the Village, having voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting certain relations between them, and the intention of the parties to this Agreement being to provide for the appropriate wage structure, hours of employment, working conditions and benefits, and orderly and expeditious Grievance Procedure, all as set forth herein, the parties therefore agree to the following:

ARTICLE I – RECOGNITION

- 1.1 As certified by the Illinois Labor Relations board, the Village recognizes the Union as the sole and exclusive bargaining representative for employees within the following collective bargaining unit:

INCLUDED: All part-time police officers employed by the Village of Crestwood Police Department ("Employees").

EXCLUDED: All full-time sworn police officers employed by the Village of Crestwood along with all and any other employees working for the Village of Crestwood, covered under the Act.

ARTICLE II – MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage, supervise and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all of the operations, services and missions of the Village; to supervise and direct the working forces including, but not limited to, the determination of the scheduling of the Employees; to establish the qualifications for employment and to employ, discipline and discharge Employees; to schedule and assign work; to establish specialty positions; to assign overtime; to contract out for goods and services; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter

and enforce reasonable rules, regulations, orders, policies and procedures; to evaluate Employees; to discipline, suspend and discharge non-probationary Employees for just cause and probationary Employees without cause; to change or eliminate existing methods, equipment or facilities or to introduce new ones; to determine training needs and assign employees to training; to determine work hours (shift hours); to determine internal investigation procedures; to take any and all actions as may be necessary to carry out the mission of the Village and the Police Department including during an event of civil emergency as may be declared by the Mayor, Police Chief, or their authorized designees. It is the sole discretion of the Mayor to determine that civil emergency conditions exist which may include, but not be limited to riots, civil disorders, tornado conditions, floods or other catastrophes. In the event of such emergency action, the provisions of this Agreement, other than compensation provisions, may be suspended, if necessary, provided that all provisions of the Agreement shall be immediately reinstated once the disaster or emergency condition ceases to exist.

ARTICLE III – NO STRIKES, NO LOCKOUTS

3.1 No Strike Clause

Neither the Union nor any officers, agents or employees of the Union will instigate, promote, sponsor, engage in or condone any strike, sympathy strike, slowdown, sit down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies of work to the rule situation, threat of mass resignations, mass absenteeism, picketing (for or against the Village), at any time in the uniform of the Village, any other intentional interruption or disruption of the operations 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 disciplined by the Village. Each Employee who holds the position of officer of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

3.2 No Lockout

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

3.3 Judicial Restraint

Nothing contained herein shall preclude the Village or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

3.4 Discipline of Strikers

Any Employee who violates the provisions of Section 3.1 of this Article shall be subject to disciplinary action. Any action taken by the Employer against any Employee who participates in any action prohibited by Section 3.1 above shall not

be considered as a violation of this Agreement and any dispute filed under this Article is limited to the issue of whether the Employee violated this Article.

ARTICLE IV – UNION-VILLAGE RELATIONS

4.1 Bulletin Board

A Union Bulletin Board of reasonable size shall be available for use in an area of the Police Department agreeable to the parties. Such Bulletin Board shall be available for the posting of notices and materials relating to Union activities. Such materials shall be identified with the name of the Union and shall be signed or otherwise authenticated by an appropriate officer or representative of the Union. Such materials shall not be derogatory of any person associated with the Village and shall not include items which are primarily endorsements of candidates for political office (other than offices of the Union).

4.2 Public Information

The Village shall make available to the Union, upon written request, normal and usual public information, including relevant financial data and statistics which are pertinent to the conduct of negotiations, the processing of grievances, or the enforcement of the terms of this Agreement. Such materials shall be provided within ten (10) working days, wherever possible, following a written request of the Union. If unable to provide such materials within ten (10) working days, the Village shall advise the Union of its need for additional time and the Union agrees that, within reason, additional time may be granted. The Village shall not be obligated hereunder to research or compile data or to provide the same information more than once.

4.3 No Discrimination

Neither the Village nor the Union shall discriminate against any Employee because of race, creed, color, national origin, sex, or physical or emotional disability as defined by the Americans with Disabilities Act, or Union activities.

4.4 New Employees

The Village agrees to notify the designated Union representative of the hiring of all Employees whose job classifications are covered by this Agreement within ten (10) working days of the date of hire.

4.5 Dues Check Off

The Village shall deduct Union Dues from the salary of each Employee covered by this Agreement in amounts as determined by the Union, and shall promptly transmit such funds to the Union, provided the amounts to be deducted shall be uniform for each Employee and provided the deduction is authorized in writing by the Employee. Union Dues shall be deducted from the salaries of Employees and transmitted to the Union on the same schedule that the Village normally pays the Employees.

For any Employee of the Village who chooses not to become a member of the Union and have the standard and ordinary Union Dues deducted from his or her salary, the Village shall provide the Union with written notice of the Employee's decision not to be a Union dues paying member.

When the Village makes such deductions for Union Dues and remits these funds to the Union, the Union shall indemnify, hold harmless and defend the Village, its Police Department, its elected officials, agents and employees in any action, complaint or suit or other proceeding which may be brought in connection with the Union Dues deductions made pursuant to this section.

4.6 Union Representatives and Visitation

The Village recognizes the right of the Union to elect, appoint, or otherwise name up to two (2) Employees as Chapter representatives of the Union. The names of these Union representatives, along with their designated titles shall be provided to the Chief of Police or his designee immediately upon the conclusion of the negotiation of this Agreement, or at such other time as the identities of the Crestwood Chapter representatives become known. Any subsequent changes in the names or titles of these Union representatives shall also be provided to the Chief of Police or his designee as such changes occur.

These designated Union representatives shall be deemed to be the Union's official on-site representatives. However, these on-site Union representatives shall not conduct Union business during regular working hours except with the permission of the Chief of Police or his designee or except in the carrying out of certain time-sensitive functions such as grievance handling or the resolution of disputes between the Village and the Union. The designated Union representatives shall not be paid overtime compensation for any time spent handling grievances, bargaining or attending to any Union business. This time shall be specifically written on the time sheets as Union business.

Also, the Village recognizes the right of the Union to send representatives from its headquarters office to the Village and specifically, to the Police Department, for purposes of handling grievances or observing and reporting on conditions under which Union members are working. Such visits by Union headquarters representatives shall be conducted during the regular shifts that Employees are working and also, appropriate notice shall be made to the Chief of Police or his designee whenever such visits are to be made. Such visits shall not interfere with normal Police Department functions.

ARTICLE V – DISCIPLINARY INVESTIGATION PROCEDURES

5.1 Police Officers' Bill Of Rights

The Village agrees to abide by the Uniform Peace Officers' Disciplinary Act, (50 ILCS 725/1).

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

5.2 No Media Exposure

The Village agrees that no press releases or photos of any Employee under investigation shall be made available to the news media prior to a conviction on criminal charges or prior to a decision being rendered regarding any disciplinary action taken by the Village and reviewed by an appropriate reviewing body, unless otherwise required by law.

ARTICLE VI – GRIEVANCE PROCEDURE

6.1 Purpose And Filing Deadlines

It is the purpose of this grievance procedure to resolve as promptly and as expeditiously as possible any allegations by the Union and/or its members of any misinterpretation of misapplication of the terms of this Agreement. Any grievance filed under the terms of this Article must be initiated not later than ten (10) calendar days or, if the grievance describes an ongoing situation, it must be filed not later than ten (10) calendar days after the underlying situation becomes known or should have reasonably become known to either the Union or the member or members who file the grievance.

6.2 Definitions

- (1) Grievance shall mean an allegation by the Union or by an affected Employee that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.
- (2) Any Employee covered by this Agreement may be represented by a Union official, staff representative, on-site representative or attorney at any meeting, hearing, or appeal relating to a grievance which has been formally presented. Overtime compensation will not be paid for attendance at any grievance meeting or hearing.
- (3) The President of the Union or the appropriate designee shall be advised of any meeting, hearing or appeal relating to a grievance which has been formally presented and a representative of the Union shall have the right to attend and participate in any such meeting, hearing or appeal.
- (4) The failure of the Union or any Employee who files a grievance to act on any grievance within the prescribed time limits articulated in this Article will act as a bar to any further appeal of the grievance. If the Village's designated representative shall neglect to proceed to render a decision within the time limits, the grievance may be advanced to the next step of

the grievance procedure. Time limits, may, however, be extended by written agreement of the Village and the Union.

6.3 Procedures

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

STEP 1. If the informal process with the immediate supervisor shall fail to resolve the problem, the grievance may be formally presented in writing to the Chief of Police. The filing of the formal written grievance at this step must be within ten (10) calendar days of the date of the occurrence giving rise to the grievance or from the date when the Union or the grievant might reasonably have become aware of the incident or situation that results in the filing of the grievance. Upon receipt of the formal written grievance, the Chief of Police will arrange for a meeting to be held within ten (10) calendar days to review the grievance. The formal grievance shall clearly identify all grievants, summarize all relevant facts, identify all provisions of the Agreement allegedly violated and describe the remedy which is requested. The Chief of Police shall provide a written answer to the grievant (with a copy to the Union if the Union is not the grievant) within ten (10) calendar days of the meeting. The answer shall include the reasons for any decision contained in the Village's response to the grievance.

STEP 2. If the grievance is not resolved at the preceding step, the Union and/or grievant may refer it to the Mayor or his designee by filing the same in writing within ten (10) calendar days of receipt of the answer from the previous level. The Mayor or his designee will arrange for a meeting to be held within ten (10) calendar days of such referral to review the grievance. Each party shall have the right to include in its presentation such witnesses as it deems necessary to develop facts pertinent to the grievance. A written answer, including reason(s), shall be provided to the grievant (with a copy to the Union if the Union is not the grievant) within ten (10) calendar days of the meeting provided for in this paragraph.

STEP 3. If the grievance is not resolved at the Mayor's level, the Union may submit it to binding arbitration, provided written notice indicating such is filed with the Village Administrator within ten (10) calendar days of the answer rendered by the Mayor, or if no answer is filed, within ten (10) calendar days of the last day on which such answer was due. The Union shall promptly request the Federal Mediation and Conciliation Service to provide a panel of qualified arbitrators who are members of the National Academy of Arbitrators from which the parties may make a selection.

The fees and expenses of the arbitrator and the Federal Mediation and Conciliation Service shall be shared equally by the Village and the Union. The parties likewise shall share the expenses of any transcript(s) which they may jointly request, but all other expenses which may be incurred by either party shall be borne by that party.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The Arbitrator shall consider and decide any question or fact as to whether or not there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at Step 2. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not, in any way, limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this section shall be final and binding upon the Village, the Union and all Employees affected by the grievance.

6.4 Time Limit for Filing

No grievance shall be entertained or processed unless it is submitted in Step 1 within the specified time limits after the occurrence of the event giving rise to the grievance or within the specified time limits after the Employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance.

If the grievance is not presented within the specified time limits contained in this Article, it shall be considered waived. If the grievance is not appealed to the next step within the specified time limits contained in this Article or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits outlined in this Article, the aggrieved Employee may elect to treat that grievance as denied at that step and immediately appeal the grievance to the next step.

ARTICLE VII – DISCIPLINE AND DISMISSAL

7.1 Employee Security

Employees covered by the terms of this Agreement shall not be suspended or discharged except for just cause. The Village shall ordinarily follow the tenets of progressive discipline unless the facts and circumstances of the case require otherwise.

7.2 Access To Personnel Files

Personnel files kept by the Village on all Employees shall be made available pursuant to the terms of the Illinois Personnel Record Review Act, 820 ILCSA 40/1 *et seq.* or as may be otherwise required by law or court order.

7.3 Disciplinary Sequence

The typical disciplinary sequence for any Employee covered by this Agreement shall be: (1) Verbal Warning; (2) Written Warning, with a copy to the Employee's personnel file; (3) Suspension; (4) Dismissal. Disciplinary action, up to and including termination of employment, shall be for a violation of a Village ordinance, or County or State or Federal law, or for a violation of Police Department policy or rules and regulations, so long as such rules and regulations have previously been reduced to writing and distributed to, posted or otherwise made available to all Employees covered by this Agreement. Any such disciplinary action shall be administered in a timely and progressive manner except that suspension or dismissal may result as the first step in the disciplinary procedure depending on the circumstances and severity of the offense.

Any Employee covered by this Agreement is entitled to Union representation at any meeting or hearing called for the specific purpose of disciplining the Employee. If a non-disciplinary meeting turns into a disciplinary meeting, the Employee is entitled to recess the meeting for a reasonable time until Union representation can be obtained before continuing the meeting.

Employees may review any audio, video, or reports related to any incident the Employee is required to make an official statement requested by the Police administration.

7.4 Disciplinary Authority

The Chief of Police shall have the authority to take all discipline provide for in Section 7.3 above. Employees may grieve suspensions in excess of three (3) days and termination through the grievance process outlined in Article VI. Oral and Written Reprimands, demotions and suspensions of three (3) days or less shall not be subject to the grievance process.

ARTICLE VIII – SENIORITY

8.1 Hiring Date Conflicts

In the event that more than one Employee covered by this Agreement has the same date of hire, seniority of the Employees involved shall be resolved based on the order in which the original employment application was received by the Village for part-time employment.

8.2 Probationary Period Seniority

All newly-hired Employees shall be considered probationary employees until they successfully complete a probationary period of twenty-four (24) months from the date of hire. Seniority for probationary Employees shall not apply until after they complete their probationary period, in which case they shall then be deemed to have accrued twenty-four (24) months of seniority with the Police Department. The

Chief of Police may extend a given Employee's probationary period one (1) time for an additional three (3) month period, if, at the Chief's discretion, that Employee requires additional time to qualify as an Employee.

All applicable benefits, if any, shall accrue to all covered Employees who have completed twenty-four (24) months of service to the Police Department, whether or not their probationary periods have been extended.

8.3 Layoff and Recall

The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined the layoffs are necessary, Employees will be laid off based on the staffing requirements determined by the Village. Except in an emergency, no layoff will occur without at least thirty (30) calendar days' notification to the Union and to all affected Employees. The Village agrees to consult the Union, upon request, and afford the Union an opportunity to propose alternatives to the layoff, though such consultation shall not be used to delay the layoff.

Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, Employees who are still on the recall list shall be recalled, based on the staffing requirements determined by the Village, provided they are fully qualified to perform the work to which they are recalled without further training.

Employees who are eligible for recall shall be given thirty (30) calendar days' notice of recall. Notice of recall shall be sent to the Employee by certified mail, return receipt requested, with a copy to the Union. The Employee must notify the Police Chief or his designee of his/her intention to return to work within ten (10) days after the notice of recall is mailed. 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 Chief of Police or his designee with his latest mailing address. If an Employee fails to respond in the allotted ten (10) days of a recall notice, his name shall be removed from the recall list.

8.3 Rescheduling (Trading) Of Shifts

The Village agrees that regularly scheduled shifts and regularly scheduled days off may periodically be voluntarily traded between individual Employees without regard to seniority. In such instances, both Employees involved in a given shift trade must notify the Chief of Police or his designee at least forty eight (48) hours in advance of the starting time of the shift being traded. Also, such voluntary shift rescheduling must be reciprocal so that the Village will not be obligated to compensate either Employee at an overtime rate.

ARTICLE IX --EMPLOYMENT PRACTICES & PROCEDURES

9.1 Court Time Compensation

The Village agrees that all Employees will be compensated for court appearances at the minimum rate of three (3) hours at the rate of the applicable regular rate of pay if such appearance is scheduled at a time that the Employee would not normally be working.

For court appearances that occur during an Employee's regularly scheduled shift, there shall be no additional compensation.

Employees shall only attend court when required by the Village or pursuant to a subpoena.

9.2 Residency Requirement

The parties to this Agreement agree that Employees may live outside the Village. If any Village ordinance exists or is implemented during the term of this Agreement that conflicts with this section, this section shall take precedence over any conflicting Village ordinance.

9.3 Uniform Allowance

The Village will provide all newly hired Employees with a full set of uniform clothing, and necessary equipment, not to include personal firearms, prior to their first patrol shift, or their first day of attendance at a certified police academy.

Body armor with an under uniform carrier will be supplied to each Employee that does not have a current valid vest. The vest will be ordered through the Village's current supplier as soon as an Employee is hired. Any Employee that has a current valid vest will have his/her name put on the replacement schedule to have the Village purchase a replacement vest at such time as their vest is no longer under warranty by the manufacturer. Employees wishing to use an outer vest carrier must purchase the outer carrier at their own expense or may use annual uniform allowance funds to pay for it. Any outer vest carriers must meet the approval of the Chief of Police.

Approved uniform items are listed on Exhibit A attached hereto.

All Employees are required to keep their uniforms clean and in good condition at all times.

The Crestwood Police Department participates in the federal Bullet Proof Vest Partnership program. Once provided with a body armor vest, the Employee must wear the vest while on patrol related duty.

Employee's personal items (watch, prescription eyeglasses, Jewelry, etc.) that are damaged while on duty will be replaced by the Village. The replacement cost of these personal items shall not exceed one hundred dollars (\$100.00).

The Village will replace any uniform or equipment damaged occurring during the Employee's duty assignments with accompanying proper documentation of the incident and damage to the Employee's uniform or gear.

The Village shall not be responsible for the repair or replacement of the Employee's personal cell phone or other electronic items. Employees suffering such damage shall complete the necessary police reports evidencing such damage.

The Village will also provide retired Employees with one (1) identification card and retirement star upon their retirement after the completion of at least ten (10) years of continuous service with the Crestwood Police Department. Also, a letter of good standing shall be issued, if applicable, from the Chief of Police stating the Employee has completed ten (10) or more years of creditable service, or for as many years that the Employee has worked for the Village in good standing.

9.4 Shift Schedule/Picks

Employees will be required to provide the Police Department their availability to work 40 hours per month. The Police Department will schedule and designate work assignments in its sole discretion. If an Employee provides the Police Department with the mandated 40 working hours per month and the Police Department cannot schedule the Employee for 40 hours of work in a month, the Employee will not be penalized.

If an Employee is approved by the Police Department for a shift during shift picks, or a permanent shift, a full-time officer cannot bump this part-time Employee from a shift for any reason.

9.5 Overtime Compensation and Compensatory Time

Employees may be required to work overtime in both emergency and non-emergency situations. In either case, overtime shall be duly authorized and approved by the Chief of Police or his designee. Employees required to work overtime shall be compensated for such time at the rate of one and one-half (1 ½) times the regular hourly rate of pay. Overtime is defined as all hours worked in excess of eighty-four (84) hours during the Police Department's standard fourteen (14) day pay period.

9.6 Evidence Technician / Detective

If a part-time officer is called out to work as an Evidence Technician or Detective, and is not currently working, he will be paid at a rate of time and one half to be paid on an hour for hour basis.

9.7 Secondary Employment

The Village agrees that all Employees covered by this Agreement who desire to take on additional law enforcement or private security employment based on their employment with the Village as an Employee, may do so upon approval of the Chief of Police or his designee which shall not be unreasonably withheld. Prior to accepting additional law enforcement or private security employment, the Employee shall submit a request to the Chief of Police or his designee for approval. It shall state, among other information, the name of the additional employer, a contact person, the nature of the additional employment and the expected days and hours of work per week. At no time may an Employee be employed in additional law enforcement or private security employment described above which will conflict with his ability to serve the Village.

ARTICLE X – HOLIDAYS AND LEAVES

10.01 Holidays

The Village agrees that Employees who work on any of the holidays listed below will be paid at the rate of one and one half (1 ½) times their regular rate of pay. Any overtime worked beyond the normal duty hours on a Holiday, will be paid at the Holiday rate of pay.

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Eve

10.02 Jury Duty Leave, Court Leave

Any Employee covered by this Agreement who is summoned as a witness in a criminal or civil court proceeding relating to the Employee's service to the Village shall be compensated at the Employee's regular rate of pay, assuming such court or court related appearance takes place when the Employee would have been scheduled to work. The Employee shall present proof of such service to the Chief of Police or his designee. Any fees or expense reimbursements that are paid to the Employee for such duty shall, in turn, be paid by the Employee to the Village.

10.03 Military Leave

The parties agree that they will be bound by the provisions of all state and federal military leave statutory requirements during the term of this Agreement.

10.04 Family Medical Leave Act

The Village agrees that any Employee shall be governed by the policy and procedures in accordance with the Federal Family Medical Leave Act.

ARTICLE XI – HEALTH & WELFARE BENEFITS

11.1 Disability and Worker's Compensation

The Village shall provide Employees injured in the line of duty with all benefits as authorized by the Illinois Workers Compensation Act, 820 ILCS 305.

11.2 Ongoing Professional Training

The Police Department will develop, and maintain, as part of the Department's Standard Operating Guidelines, programs specifically geared toward the continuing professional development of its members with some annual training being provided by the Village for Employees.

11.3 Immunization and Inoculations

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

ARTICLE XII – BASE SALARY ADJUSTMENTS

All salary rates shall go into effect as of May 1, 2020.

Part-time Employees – Salary Schedule

Current	May 1, 2021	May 1, 2022	May 1, 2023
\$21.00	*	*	*

*Beginning May 1, 2021 and on every following May 1 that this Agreement is in effect, the hourly rate for Employees shall increase by two percent (2%) or the same percentage increase in the Consumer Price Index for the Chicago-Naperville-Elgin area for the prior year whichever is greater.

ARTICLE XIII – MISCELLANEOUS WORKING CONDITIONS

13.1 Drug Screening

All applicants for employment as Village of Crestwood Employees shall be required to take and pass a standardized drug screening process before being hired by the Village. Testing of such applicants shall be done according to State of Illinois and/or Federal guidelines and statutes and shall be performed specifically according to the terms and conditions of the Illinois Controlled Substances Act, 720 ILCS 570/101. Employees may be required to submit to random drug testing following auto accidents, weapons discharges, reasonable suspicion that a specific Employee is under the influence of alcohol or drugs, as part of a random testing process and such other circumstances as are codified in Illinois State Statute. Random drug and alcohol screening shall be effectuated by either a random selection of names from either a computer program designed to accomplish that task or through random selection of all names by the Chief of Police of employees in the bargaining unit from a container which causes no prior knowledge of the names to be selected.

Any Employee who tests positive shall be subject to a one time only, Employee Assistance Program, through the Village. Employees who voluntarily submit themselves for rehabilitation for drug or alcohol addiction treatment without a positive test result shall not be terminated, conditioned upon their successful completion of all treatment or therapy for said alcohol or drug use or addiction as recommended by their physician or treatment provider or the recommendation of the Village's physician or treatment provider. Employees who undergo treatment for drug or alcohol use or addiction shall be subject to unlimited random drug and/or alcohol screening, apart from random testing for all Employees, for one (1) year after conclusion of treatment. A second positive drug or alcohol test shall subject that Employee to termination.

ARTICLE XIV – SEVERABILITY

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

ARTICLE XV – ENTIRE AGREEMENT

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

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

ARTICLE XVII – DURATION

This Agreement shall be effective on the date of its execution by both parties (“Effective Date”) and shall remain in full force and effect through 11:59 p.m. on the 30th day of April 2024 or until a new Agreement is completed.

This Agreement shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to an anniversary date of the Effective Date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and effect during the period of negotiations, including any resulting mediation, and until notice of termination of this Agreement is provided to the other party.

Should the parties arrive at an impasse during the period of negotiations, and then the Employer and the Union do mutually agree to seek mediation from the Federal Mediation and Conciliation Services (FMCS).

Agreed to, signed and entered into this 4th day of March, 2021.

Illinois Council of Police

Village of Crestwood

Richard L. Bruno
Union President

By: _____
Louis Presta
Mayor

Crestwood Chapter Representative

Agreed to, signed and entered into this 4th day of March, 2021.

Illinois Council of Police

Union President

Crestwood Chapter Representative

Village of Crestwood

By: 

Louis Presta
Mayor

APPENDIX "A"

Clothing Allowance

Approved Vendors & Items Covered

Approved Vendors

- 1) Ray O'Heron
- 2) C.O.P.S., Inc.
- 3) LAPoliceGear.com

Approved Items

- 1) All uniform shirts \$52.00
- 2) All uniform trousers \$76.00
- 3) All leather gear (boots, belts, gloves, holsters, radio holders, shoes, etc.) \$600.00
- 4) All jackets \$300.00
- 5) Turtleneck shirts and Dickies \$33.00
- 6) All head gear (dress hats, baseball caps, winter hats & caps) \$60.00
- 7) All name tags & approved badges \$100.00
- 8) All embroidery for uniforms \$100.00
- 9) Foul weather gear - ANSI-II compliant (raincoats, hat covers, etc.) \$200.00
- 10) One set of winter underwear per year.
- 11) All sweaters (including "wind stopper") \$140.00
- 12) Batons (including riot batons) \$120.00
- 13) Riot helmets \$110.00
- 14) Duty flashlights \$150.00
- 15) Pepper spray \$50.00
- 16) Handcuffs & handcuff cases \$110.00

****The above list of items is not exhaustive, and may be added to with the approval of the Chief of Police.**

Firearms, ammunition, and edged weapons are not approved, at this time, for purchase through the clothing allowance.