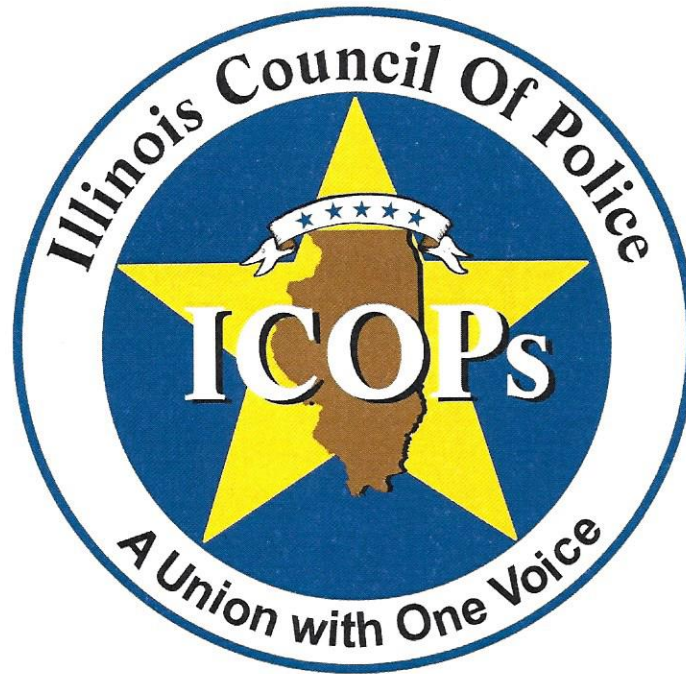


AGREEMENT

Between



ILLINOIS COUNCIL OF POLICE

And

VILLAGE OF DEERFIELD

Full-Time Police Officers

January 1, 2018 through December 31, 2021

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

VILLAGE OF DEERFIELD, ILLINOIS

AND

ILLINOIS COUNCIL OF POLICE

1-1-18 -- 12-31-21

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AGREEMENT

This Agreement is made and entered into this 21st day of December, 2017, by and between the VILLAGE OF DEERFIELD, ILLINOIS (hereinafter referred to as "Deerfield" or "the Village") and the ILLINOIS COUNCIL OF POLICE (hereinafter referred to as Union).

ARTICLE 1. RECOGNITION AND REPRESENTATION

Section 1.1. Recognition. Deerfield recognizes the Union as the sole and exclusive bargaining representative for all sworn full-time police officers included in the bargaining unit by virtue of Case Number S-RC-10-025 (hereinafter referred to as "officers"), but excluding all supervisory officers (this includes all officers of the rank of sergeant and above) and all other managerial, supervisory and non-supervisory, confidential and professional employees as defined by the Act, as amended.

Section 1.2. Non-Discrimination. The Union agrees to fulfill its duty to fairly represent all officers in the bargaining unit. Deerfield shall not discriminate against officers as a result of membership in the Union.

Section 1.3. Probationary Period. All new officers shall be considered probationary officers. The probationary period shall be twenty-four (24) months. During an officer's probationary period, the officer may be suspended, laid off or terminated at the sole discretion of Deerfield. No grievance shall be presented or entertained in connection with the suspension, layoff or termination of a probationary officer.

Probationary officers may have their schedules adjusted to accommodate training during their probationary period.

ARTICLE 2. UNION DUES DEDUCTION

Section 2.1. Dues Deduction. During the term of this Agreement, Deerfield will deduct from each officer's paycheck the appropriate Union dues for each officer who has filed with Deerfield a written authorization form (attached hereto as appendix A). Deerfield shall remit such deductions monthly to the Union at the address designated by the Union.

During the term of this Agreement, the Union may change the fixed, uniform dollar amount by providing Deerfield 30 days notice of any such change.

If an officer has no earnings or insufficient earnings to cover the amount of dues deduction, the Union shall be responsible for the collection of that officer's dues. The Union agrees to refund to the officers any amounts paid to the Union in error on account of this dues deduction provision. An officer may revoke their voluntary dues deduction by notifying the Union and Deerfield by

certified mail, return receipt requested, and providing 30 days advance notice.

Section 2.2. Fair Share Deduction. During the term of this Agreement, employees covered by the terms of this Agreement, who are not members of the Union shall, commencing thirty (30) days after their employment or thirty (30) days after the effective date of this Agreement, whichever is later, pay a fair share fee to the Union for collective bargaining and Labor Agreement administration services rendered by the Union. Such fair share fees shall be deducted by Deerfield from the earnings of non-members and remitted to the Union. The Union shall submit to Deerfield a list of members covered by this Agreement who are not members of the Union and an affidavit which specifies the amount of the fair share fee. The fair share fee shall not include contributions related to the election or support of any candidate for political office or for any member only benefit.

The Union agrees to assume full responsibility to ensure full compliance with the requirements laid down by the United States Supreme Court in *Chicago Teachers Union v. Hudson*, 106 U.S. 1066(1986) with respect to the constitutional rights of fair share payers.

Section 2.3. Indemnification. The Union shall indemnify and hold harmless Deerfield, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by Deerfield for the purpose of complying with the provisions of this Article, or in reliance on any written checkoff authorization furnished under any of such provisions.

Section 2.4. No Solicitation. The Union agrees that its officers, agents, affiliated organizations and members will not solicit merchants, residents or citizens for contributions or donations without prior written approval of the Village Manager.

ARTICLE 3. UNION RIGHTS

Section 3.1. Access to Worksites by Union Representatives. Deerfield agrees that a representative from the Union shall have reasonable access to the premises of Deerfield upon appropriate notice to the Chief of Police or his/her designee.

Section 3.2. Attendance at Union Meetings. Deerfield agrees that authorized local stewards of the Union shall be permitted reasonable time off with pay if scheduled to work, and unpaid if not scheduled to work, to attend general, executive and specials meetings of the Union provided:

- a. Not more than one (1) representative shall be permitted time off with pay at one time; and
- b. No more than six (6) meetings per year shall qualify for this provision; and
- c. No meetings shall exceed more than two (2) hours in duration, except by mutual agreement; and
- d. At least forty eight (48) hours advance notice of such meeting shall be given by the

- officer to the Chief of Police; and
- e. All such meetings shall be subject to emergency interruption if deemed necessary by Deerfield; and
 - f. Meetings shall be conducted within the corporate limits of the Village.

ARTICLE 4. MANAGEMENT RIGHTS

Section 4.1. Management Rights. Except as specifically limited by the express written provisions of this Agreement and applicable laws, Deerfield retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its officers, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, services and missions of the Village; to supervise and direct the work force; to establish qualifications for employment; to maintain a capable and efficient police force; to establish specialty positions and select personnel to fill them; to establish work and productivity standards and from time-to-time to change those standards, including the standards set forth in the Police Department's Career Development program; to institute drug and alcohol testing; 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 require the physical and mental fitness of officers; to discipline, suspend and discharge officers for just cause; to change or eliminate existing methods, equipment or facilities or introduce new ones; to determine training needs and assign officers to training; to determine work hours; to determine internal investigation procedures; and to take any and all actions as may be necessary to carry out the mission of Deerfield and the Police Department.

If, at the sole discretion of the Mayor, Village Manager or Chief of Police, it is determined that extreme civil emergency conditions exist, including but not limited to riots, chemical spills, plane crashes, civil disorders, tornado conditions, floods, or other similar catastrophes, the provisions of this Agreement may be suspended by the Mayor, the Village Manager or the Chief of Police during the time of the declared emergency, provided that wage rate and monetary fringe benefits shall not be suspended. Should an emergency arise, the Village Manager or his/her designee shall advise the President of the Union or the next highest officer of the Union of the nature of the emergency. The Village Manager or his/her designee shall follow up said advice in writing as soon thereafter as practicable and shall forward said written notice to the President of the Union. Nothing in this Agreement shall diminish the rights of Deerfield or the Union under Sections 4 and 7 of the Illinois Public Labor Relations Act.

ARTICLE 5. STRIKES

Section 5.1. No Strikes. There shall be no strikes, including concerted sick calls, slow-down, picketing (except informational picketing), demonstrations, or any other organized, concerted or individual interference of any nature either by any member of the Deerfield Police Department or the Union at any time during the term of this Agreement.

Section 5.2. No Lockout. During the term of this Agreement, Deerfield shall not instigate a lockout over a dispute with the Union.

ARTICLE 6. GRIEVANCE PROCEDURE

Section 6.1. Definition. A "grievance" is defined as a dispute or difference of opinion raised by an officer or the Union against Deerfield involving the meaning, interpretation, or application of this Agreement. Disciplinary actions, up to and including suspensions of two days, may be grieved but are not eligible for review by an arbitrator at Step 5, or, for suspensions of two or less days, the officer may choose to appeal to the Board of Police Commissioners. Other than the disciplinary actions listed above, any other matter or issue subject to the jurisdiction of the board of Police Commissioners shall not be considered a grievance under this Agreement.

Section 6.2. Procedure. The parties acknowledge that it is usually most desirable for an officer and his/her immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

STEP 1. Any officer who has a grievance shall submit the grievance in writing to the officer's immediate on-duty supervisor of the rank of sergeant or higher specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. Preparation of these written materials shall not be done during the officer's hours of work. All grievances must be presented no later than seven (7) calendar days from the event giving rise to the grievance or within seven (7) calendar days after the officer, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The immediate supervisor shall render a written response to the grievant within seven (7) calendar days after the grievance is presented.

STEP 2. If the grievance is not settled at Step 1 and the officer wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Deputy Police Chief of Operations or his/her designee within seven (7) calendar days after receipt of the Village's answer at Step 1. The grievance shall specifically state the basis upon which the grievant believes that grievance was improperly denied at the previous step in the grievance procedure. Preparation of these written materials shall not be done during the officer's hours of work. The Deputy Police Chief shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within, seven (7) calendar days with the grievant and an authorized representative of the Union at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Deputy Police Chief shall provide a written answer to the grievant and the Union within seven (7) calendar days following the meeting.

STEP 3. If the grievance is not settled in Step 2 and the officer wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted in writing to the Police Chief or his/her

designee within seven (7) calendar days after receipt of the Village's answer at Step 2. The grievance shall specifically state the basis upon which the grievant believes that grievance was improperly denied at the previous step in the grievance procedure. Preparation of these written materials shall not be done during the officer's hours of work. The Police Chief or the Police Chief's designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within seven (7) calendar days with the grievant and an authorized representative of the Union at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Police Chief, or the Police Chief's designee, shall provide a written answer to the grievant and the Union within seven (7) calendar days following their meeting.

STEP 4. If the grievance is not settled at Step 3 and the grievant or the Union (if a Union grievance) desires to appeal, it shall be referred by the Union in writing to the Village Manager or his/her designee within seven (7) calendar days after receipt of the Village's answer at Step 3. Thereafter, the Village Manager or the Village Manager's designee and the Police Chief or other appropriate individuals as desired by the Village Manager (not to exceed three) shall meet with the grievant and a Union representative and other appropriate individuals as desired by the Union representative (not to exceed three) within seven (7) calendar days of receipt of the Union's appeal. If no agreement is reached, the Village Manager or the Village Manager's designee shall submit a written answer to the grievant and the Union within seven (7) calendar days following the meeting.

STEP 5. Arbitration. If the grievance is not settled in Step 4 and the Union wishes to appeal the grievance from Step 4 of the grievance procedure, it may refer the grievance to arbitration, as described below, within thirty (30) calendar days of receipt of the Village's written answer as provided to the Union at Step 4.

- (a) In the absence of agreement on a neutral arbitrator, the parties shall file a joint request with the Federal Mediation & Conciliation Service ("FMCS") for a panel of five (5) arbitrators from which the parties shall select a neutral arbitrator. In the event that the Village representative does not sign and submit said request to FMCS or return it to the Union fully signed within ten (10) calendar days after receipt by the Village representative, the Union may file a request that is consistent with the provisions of this subsection with the FMCS signed only by it with notice to the Village. The parties agree to request the FMCS to limit the panel to members of the National Academy of Arbitrators who reside within a radius of 100 miles of the City of Chicago. Both the Village and the Union shall each have the right to reject one panel in its entirety, on written notice to the other, within seven (7) calendar days of its receipt and request that a new panel be submitted. The Village and the Union shall have the right alternately to strike names from the panel. One party shall strike a name, the other party shall then strike a name, and this procedure shall continue until one name remains. The person remaining shall be the arbitrator. The parties shall alternate striking the first name, with the Union striking the first in the grievance arbitration, and the Village striking on the next grievance arbitration and so on thereafter during the collective bargaining relationship between the parties.

- (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 representatives.
- (c) The arbitrator shall endeavor to 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.
- (d) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.
- (e) The fees and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the Village and the Union provided, however, that each party shall be responsible for compensating its own representatives or witnesses.

Section 6.3. Limitations of Authority of Arbitrator. 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 only whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue or issues reasonably raised by the grievance as initially submitted. The arbitrator shall have no authority to make a decision on any issue or issues not so reasonably raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with applicable laws. Any decision or award of the arbitrator rendered within the limitations of this Section 6 shall be final and binding upon the Village, the Union and the grievants.

Section 6.4. Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted within the time limits set forth in Step 1.

If a grievance is not presented by the officer or by the Union (as defined above) 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 answer a grievance or an appeal thereof within the specified time limits, the aggrieved officer or the Union, whichever is applicable, may elect to treat the grievance as denied at the step and, within fifteen (15) days after the Village answer was due, 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 6.5. Bypassing Steps. The parties may by mutual agreement in writing agree to bypass one or more steps of the grievance procedure. Any grievance filed by the Union shall be initiated at Step 3.

Section 6.6. Activity During Work Hours. Officers shall, after providing appropriate notice to Deerfield, be allowed reasonable time off with pay, if working, to attend grievance hearings with Deerfield if, by virtue of their position with the Union, their attendance is necessary. Attendance shall be subject to reasonable prior notice and the approval of the Chief of Police, which approval shall not be unreasonably denied or withheld.

ARTICLE 7. EMPLOYEE SECURITY

Section 7.1. File Inspection. Deerfield personnel files, disciplinary history, and investigative files relating to any officer covered by this Agreement shall be open and available for inspection by the affected officer during regular business hours, consistent with the Personnel Records Act, Chapter 820, ILCS 40/1 et seq. and subsequent revisions.

Any record of summary punishment may be used for a period of time not to exceed five (5) years and shall thereafter not be used to support or as evidence of adverse employment action. Any oral or written reprimand which has been in an officer's HR file for more than 18 months will not be considered or used in either the promotion process or for progressive discipline purposes, provided the officer has not engaged in the same or similar conduct during the 18 month period.

Section 7.2. Employee Notification. A copy of any disciplinary action or material related to an officer's performance which is placed in the personnel file shall be sent to the officer within seven (7) calendar days of the addition.

Section 7.3. Rebuttal Statement. At the officer's request, he/she shall have included his/her rebuttal to any item placed by management in their personnel file subject to the conditions of Personnel Records Act, Chapter 820, IILCS 40/6 and subsequent revisions.

Section 7.4. Requirement for Response to Complaint. No officer will be required to submit a written response to Deerfield on any complaint against him/her by persons in or outside the Deerfield Police Department, unless said persons cause that complaint to be reduced to writing to include any accusations against the employee and will include the identity of the complaining party. Prior to any report having to be written by an officer, the officer will be furnished with a copy of said complaint. Nothing in this section shall modify or delete the provisions of Article 4. Nothing in this section shall prevent the management of the Deerfield Police Department from independently investigating any complaint against an officer. In any meeting called by command or supervisory personnel, in which an officer reasonably believes that discipline will result from the meeting, the officer may request that a Union representative be present. Such representative may be a local unit representative or an Illinois Council of Police representative, at the officer's choosing, provided that the selection of a Union representative shall not unreasonably delay the conduct of the meeting.

ARTICLE 8. INDEMNIFICATION

Deerfield shall be responsible for indemnifying all officers as set for in 65 ILCS 5/1-4-5, 1-4-6, 1-4-7, 1-4-8 and any subsequent revisions.

ARTICLE 9. LABOR-MANAGEMENT CONFERENCE

Section 9.1. Labor-Management Conferences. At the request of either party, the President of the Union and the Police Chief or their designee(s) shall meet at least quarterly to discuss matters of mutual concern that do not involve negotiations. The President of the Union or his/her designee(s) may invite other Union bargaining unit members (not to exceed two) to attend such meetings. The Police Chief or his designee(s) may invite other Village representatives (not to exceed two) to attend such meetings. The Union shall submit a written agenda of the items it wishes to discuss at least seven (7) calendar days prior to the date of the meeting. This section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement. Attendance at such meetings shall be voluntary.

Section 9.2. Attendance at Labor-Management Conferences. Attendance at labor-management conferences shall be voluntary on the officer's part. Attendance at such conferences shall not interfere with required duty time, and attendance, if duty time, is permitted only upon reasonable notice to and prior approval of the Chief of Police. The Chief of Police may approve attendance subject to the manpower needs of the department. Officers attending a labor-management conference while on duty shall suffer no loss in pay during approved attendance. Officers attending such conferences shall be limited to two.

ARTICLE 10. SHIFT BIDDING

On or about November 1st of each year, an annual schedule for the following year will be posted. The posted schedule will contain shift assignments for midnight shift, day shift and afternoon shift.

On or about October 1st of each year, the Deputy Chief of Operations will distribute a shift preference survey to all officers. Officers will list their choices from most to least preferred shift. Shift assignments will be made by seniority unless it is determined by the Chief that there is an unbalanced mix of experience and/or necessary specialized positions on a particular shift. The officers shall have the opportunity to resolve such problems on their own and if not, the chief shall have the right to modify such bidding procedure. Remaining shift positions will be assigned by taking into consideration officers' seniority, department needs and the overall effective and efficient operation of the Department.

Officers with less than twenty-four (24) months of continuous service at the time of selection and shift assignment, are ineligible to bid for shift positions, unless mutually agreed upon by the Department and the Union. The Deputy Chief of Operations will assign such officers into a

rotating position that will be reflected on the annual schedule.

The rotation of officers with less than twenty-four (24) months of continuous service may necessitate the movement of non-probationary personnel. That movement shall be based on seniority.

Officers taking permanent positions will either have to remain in the position they selected for the entire time period, or find a volunteer (based on reverse seniority) to take the position, subject to approval by the Chief; based on department needs and the overall effective and efficient operation of the department.

If a permanent position becomes available after the selection process has been completed, the selection for the vacancy will be made by seniority, based on the previous shift preference survey. The selection may result in the movement of other personnel.

Officers returning to Patrol from a specialty position (Investigations, Youth, DARE and MEG) will be placed on a shift by the Deputy Chief of Operations until the next annual shift bid.

ARTICLE 11. OVERTIME PAY

Section 11.1. Court Proceedings. During the term of this Agreement, any officer who is required to be present at any court proceeding as a result of his/her official duties performed on the behalf of Deerfield (criminal or civil), during his/her off-duty hours, shall be paid a minimum of three (3) hours pay for such court attendance at time and one-half. Officers appearing in court in both the morning and afternoon of the same day are eligible for the minimum three hours compensation for both appearances only when they are for separate unrelated cases. For cases, trials or court calls extending into the next call on the same day, compensation beyond the three hour minimum will be paid for only the actual time in court. Officers whose regular tour of duty terminates while they are in court are not eligible for the minimum three hour compensation. In those cases, overtime will be paid only for the actual time in court beyond the normal tour of duty.

Section 11.2. Hours in Excess of Regular Work Day. Compensation at the rate of time and one-half shall be paid for any authorized hours worked in excess of eight (8) and one half (1/2) hours per day in any scheduled work day for any officer assigned to the Patrol Division. Officers assigned to a special assignment shall be compensated at the rate of time and one-half after eight (8) hours.

Section 11.3. Posting of Work Schedule. Deerfield shall continue to post the work schedule showing the shifts, workdays and work hours to which officers are assigned. The current work schedule is based on a five (5) days on duty and two (2) days off duty, followed by a five (5) days on duty and three (3) days off duty, repeated seven (7) times over a fifteen (15) week cycle. Nothing herein shall be construed as a guarantee of hours of work per day, per week or per work cycle, and nothing herein shall preclude Deerfield from restructuring the normal workday, work

week or work cycle. It is Deerfield's intent that such changes will be infrequent.

Section 11.4. Work Year Hours. An officer's straight time hourly wage is calculated on a 2088 hour work year.

Section 11.5. Call Back. Officers called in or scheduled for Department related activities on an off-duty time will be compensated at the rate of time and one half with a minimum of three hours compensation being granted. Any such hours scheduled concurrent to regular duty hours will be considered an extension of duty and will be compensated at the rate of time and one-half for the actual hours worked.

Section 11.6. Compensatory Time; Cashing In Accumulated Compensatory Time. Deerfield agrees to grant compensatory time off in lieu of overtime payment at the officer's discretion and at the same overtime rate. Officers shall be allowed to accumulate up to a maximum of eighty (80) hours. Compensatory time off shall be granted at the officer's request at such time and in such blocks as are mutually agreed between the officer and his/her immediate supervisor. Permission to use compensatory time shall not be unreasonably denied.

Officers may cash in accumulated compensatory time twice a year – once in conjunction with the last paycheck of May; and also in conjunction with the last paycheck of November. In order to avail themselves of this opportunity, the officers must give at least seven (7) days' notice to the Village's Finance Department.

Section 11.7. On-Call Detective Pay. Effective 1-1-18, Detectives who are on-call shall receive ONE HUNDRED FIFTY & 00/100 (\$150.00) DOLLARS for each week they are on call.

ARTICLE 12. VACATIONS

Section 12.1. Schedule. Vacations with pay will be granted in each calendar year to eligible employees as follows:

<u>Length of Continuous Service</u>	<u>Vacation Earned</u>	<u>Annual Accrual</u>
From 0 - 48 months of service	10/12 days per month	10 days
From 49 – 108 months of service	15/12 days per month	15 days
From 109 – 228 months of service	20/12 days per month	20 days
From 229 months and onward	25/12 days per month	25 days

Upon completion of six (6) month's employment, each employee shall be credited with five (5) days vacation.

Section 12.2. Seniority. An officer whose seniority from date of hire is unbroken shall qualify and be eligible for a vacation or a vacation allowance as provided in Section 12.1 of this Article.

Section 12.3. Policy. Vacations will be scheduled to conform to the requirements of Deerfield and, to the extent practical, with the wishes of the officer pursuant to Deerfield Police Department Policy and Procedures.

Section 12.4. Carry Over. Vacations may not be postponed from one year to another except upon written approval of Deerfield.

Section 12.5. Donation of Vacation Time To Co-Employee in the Event of Long Term Illness or Injury. In the event an employee has suffered an extended illness or injury (in excess of thirty (30) days) and that employee has exhausted all accumulated benefit time due to him, the bargaining unit members may assign up to five (5) vacation days to the benefit of the injured or ill employee. The maximum number of days which may be assigned by bargaining unit members to the ill or injured employee is twenty-five (25) days per long term illness or injury.

ARTICLE 13. HOLIDAYS

Section 13.1. Holiday List. Official holidays recognized by Deerfield for officers are as follows:

New Year's Day	Labor Day
President's Day	Columbus Day
Veteran's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Three Floating Holidays*

Section 13.2. Work During a Holiday. Officers who work on a holiday shall receive time and one half (1 ½) of their regular hourly-rate of pay for all hours worked during the holiday and, in addition, shall receive another paid day off as a holiday. If a holiday occurs on the officer's regularly scheduled day off; the officer will receive another day off with pay as the holiday. Officers assigned to street activities who are regularly scheduled to work on a holiday shall not be required to take the day off. Neither party will manipulate work schedules to add to or avoid holiday work assignments. The holiday shall be the above days only, irrespective of its observance, when the actual holiday falls on a weekend.

ARTICLE 14. CLOTHING ALLOWANCE

Section 14.1. Upon hiring, new officers shall be provided with a complete summer and winter police uniform pursuant to Deerfield Police Department Policy and Procedure Order 167. Each year thereafter, each officer shall be granted an annual allowance of \$900.00. Beginning in

*In order to transition into the Village's calendar year basis, employees will receive two (2) floating holidays on May 1, 2018 and three (3) floating holidays on January 1, 2019 and each January 1 thereafter.

2018, the clothing allowance will be credited on January 1 of each year. Officers shall be allowed to carry over \$250.00 in uniform allowance annually. The initial issue of any mandatory uniform change required by Deerfield will be at the expense of Deerfield. Changes in the uniform which are not mandatory shall be accomplished within a three year time frame, and replacement of the changed item during that time will comply with the uniform change.

Section 14.2. Deerfield will also provide a \$650.00 allowance (effective 5-1-15) for each officer to purchase a protective vest.

Section 14.3. Nothing in this Agreement shall restrict Deerfield from adding or deleting uniform requirements within Deerfield Police Departments Policy and Procedure 167 as it currently exists.

Section 14.4. In the event an employee loses or damages an item of personal property while engaged in the actual performance of duties and while the employee is exercising due care and caution under the circumstances, the Village will reimburse the employee for the repair or replacement of such item up to the amount of \$250.00 subject to the following:

- (a) Reimbursement shall be made from the employee's uniform allowance balance for the then-current year. In the event the employee's balance for the then-current year is insufficient to provide reimbursement, the employee may draw upon the uniform allowance for the following year.
- (b) The employee shall document the damage or loss at or about the time of the incident.
- (c) Examples of personal property which qualify for replacement are eyeglasses, sunglasses, brief cases, and wrist watches.

ARTICLE 15. SICK LEAVE - RETIREMENT POLICY

Section 15.1. Sick Leave. Upon completion of six months of employment, each officer shall be credited with six days sick leave. No paid sick leave shall be granted before then. After the initial six month period, all regular full time officers accrue one day of sick leave for each month during which the officer is in the service of the Village.

Sick leave will not be paid for days of the week that are not normally worked.

Sick leave shall be granted in minimum one hour blocks for any of the reasons listed below:

- Any bona fide personal illness, injury or pregnancy.
- Quarantine for contagious disease.
- Doctor/dental appointments.
- Illness of immediate family member requiring the presence of the officer as the primary care giver (includes parents, in-laws, children, spouse, siblings and

grandparents or at the Department Head's discretion).

If an officer is unable to report for work due to illness or other emergency, he/she must so inform his/her Department Head prior to the time set for beginning his/her regular duties. Failure to do so each day of absence, or at agreed intervals in the case of extended illness, shall result in a loss of that day's pay.

After three days of absence, or if there is repeated recurrence of illness, the Department Head may require a medical certificate. As a mutual protection for the officer and the Employer, the Village Manager or Department Head may require an officer to submit to a complete physical examination by a physician designated by the Employer when, in his/her opinion, the performance of the officer may have become seriously limited or weakened by virtue of impaired health.

After an officer has taken sick leave on three occasions over a six month period, the Employer may require a physician's certificate for subsequent sick leave used within the next year.

Officers who are issued a disciplinary suspension do not qualify for accrued sick leave payment.

Section 15.2. Unused Sick Leave. Upon retirement, an officer will receive 1/2 day's pay for each sick leave day accrued to a maximum of 160 days at a rate equal to the officer's normal pay at the time of retirement. In order to be eligible for accrued sick leave payment, a patrol officer must have been employed by the Village of Deerfield for at least 15 consecutive years or must be retired and drawing a pension from the Police Pension Fund. If an officer has more than 160 days accumulated, the officer shall only receive credit for 160 days, which will be equal to 80 full days of pay. Officers who leave Deerfield's employ as a result of disciplinary action do not qualify for the accrued sick leave payment.

During the 19th consecutive year of employment, an officer may elect to receive 1/2 day's pay for each sick leave day accrued to a maximum of 80 days or 1/2 of sick leave days accrued, whichever is less, at a rate equal to the officer's normal pay. This will reduce the total sick time coming by the number of days sold back up to a maximum of 80 days. The maximum an officer can receive over a career counting both the 19th year pay out and the end of career pay out is 160 days at one half pay.

Section 15.3. Retiree Health Care Benefit; Joint Committee.

(a) The Village has established by Resolution R-00-06 a Retiree Health Care Plan under the basic format established by the ICMA Retirement Corporation. Under this program, a patrol officer at the time of retirement will use any accumulated, unused vacation, holiday, compensatory time and sick leave buy out to pay for health care after employment on a pre-tax basis. The Village shall continue this program as long as it is offered by ICMA Retirement Corporation.

(b) The Village and Union will form a joint committee for purposes of establishing a qualifying retirement health saving account for bargaining unit members.

ARTICLE 16. ON DUTY DEATH INJURY LEAVE

Section 16.1. Officer Killed On Duty. An officer covered by this Agreement who is killed on-duty shall have all reasonable costs of burial up to a maximum of \$10,000 paid by the Village.

Section 16.2. Officer Injured On Duty. An officer who is injured in the course of duty shall be given all the rights and benefits including, but not limited to 5 ILCS 345/1 Public Employee Disability Act and 820 ILCS 320/Public Safety Employees Benefit Act.

ARTICLE 17. LEAVES OF ABSENCE

Section 17.1. Funeral Leave. Officers may, upon the recommendation at the discretion of the Chief of Police and with the approval of the Village Manager, be granted up to three (3) days with pay to attend the funeral of any of the following relatives: spouse, parent, child, stepchild, sibling, father/mother-in-law, grandparents or grandparents in law; This leave may be extended up to a total of five (5) days with the approval of the Village Manager. Time allowed in each circumstance is governed by the immediacy of the relative and the distance to be traveled to attend the funeral, among other considerations. Requests for bereavement (funeral) leave will be considered as soon as possible following notice of the bereavement.

Section 17.2. Jury Duty. Officers will be given leaves of absence to cover the time needed to complete jury service, when called. The leave is "with pay" to the extent that the Village will pay the officer the difference between the payment for jury duty and the officer's regular daily pay at straight time. The officer will endorse each jury check to Deerfield, and Deerfield will in turn authorize payment of the officer's regular pay. Officers on jury duty are required to contact their supervisors every day and keep the supervisor apprised of the potential length of the jury service.

Section 17.3. Family and Medical Leave Act (FMLA) Leave. The parties agree that Deerfield may adopt such policies as it deems may be necessary or appropriate to implement the FMLA.

Section 17.4. Military Leave. Any full-time sworn police officer covered by this agreement shall be granted Military Leave in accordance with State and Federal Law.

Section 17.5. Maternity Leave. The Village will temporarily transfer a pregnant officer to a less-strenuous or hazardous position for the duration of her pregnancy (a) if she so requests with the advice of her physician; and (b) when the Village can reasonably accommodate such transfer.

The date of an officer's return following childbirth shall be governed by Section 15.1 (Sick Leave) and Section 17.3 (FMLA).

ARTICLE 18. INSURANCE BENEFITS

Section 18.1. Medical Insurance Provided. Deerfield will provide group medical insurance for all officers and their dependents as set forth herein. Notwithstanding the foregoing, the Village retains the right to change insurance carriers or to self-insure or to adopt additional coverage alternatives or join a health insurance pool for the provision of medical benefits, dental benefits or life insurance. The Village further reserves its right to institute, maintain and change cost containment, benefit and other provisions of the medical plan provided that such changes are made in the plan for all other eligible Village employees and, provided that changes made shall only take effect on the plan anniversary date, currently July 1.

Section 18.2. Cost. – Effective 1-1-18,

A. HMO.

As of the date of this agreement, the employee premium share for HMO is as follows:

Employee:	5%
Employee + 1 and Family:	10%

Under the prior collective bargaining agreement, the Village maintained the right to increase employee HMO premium share as follows:

Employee from 5% to 15%
Employee +1 and Family from 10% to 15%.

The Village did not exercise this right during the term of the prior contract. The Village shall maintain this premium-increase right during the terms of this agreement.

B. PPO.

The current employee premium and deductible share for PPO are:

	Premium Share	Deductible
Employee	15%	\$ 500.00
Employee +1 and Family	15%	\$1,000.00

Effective 1-1-20, if the Village increases the employee premium contribution for unrepresented "management staff" of the Police Department (Chief, Deputy Chief, Commanders, Sergeants), bargaining unit members' premium contributions and deductibles will automatically receive the same marginal increase. The increases shall be as follows:

Effective 1-1-20:		
Employee	17.5%	\$ 500.00
Employee +1 and Family	17.5%	\$1,000.00

Effective 1-1-21:		
Employee	20%	\$ 750.00
Employee +1 and Family	20%	\$1,500.00

Section 18.3. Coverage Changes. In recognition of the desirability of maintaining a uniform policy Village-wide with respect to insurance benefits and notwithstanding the foregoing provisions contained in this Article, the parties agree that if the Village makes any changes, modifications or improvements with respect to any of the Village's life, dental or medical insurance programs that are applicable to all other eligible Village employees, then such changes, modifications or improvements (including the cost-sharing arrangements between the Village and the employees, except as provided in Section 18.2) shall likewise be applicable to the employees covered by this Agreement and on the same terms and on the same date that they are applicable to all other Village employees. The Village and the officers agree that before any changes are made to the level of insurance benefits that currently exists for eligible Village employees, the Village will meet and discuss such changes and seek the input and suggestions of the union before implementing such a change. It is agreed that such changes shall only take effect on the plan anniversary date, currently July 1.

Section 18.4. Health Insurance Opt-Out. The Village will permit employees who are enrolled in one of the Village's health plans to opt-out of the Village plan during open enrollment or as a result of a life change, provided such employee provides proof of other health insurance at the time of opt-out. During each full calendar month during which an employee is not covered by the Village plan, the Village will pay such employee ONE HUNDRED SEVENTY FIVE (\$175.00) DOLLARS per month. Any employee who opts out of the Village insurance plan may apply to re-enroll at the next annual open enrollment or as a result of a life change in accordance with the terms of the Village's health insurance plan. This benefit is not available to employees who change their status with respect to the Village plan but remain covered under the Village plan.

Section 18.5. Life Insurance Benefits. Deerfield will provide life insurance for each officer in the amount of \$75,000.

ARTICLE 19. MEDICAL EXAMINATIONS

Section 19.1. Cost of Village-Required Medical Exams. The Village retains the right to require officers to submit to a medical examination at Village expense when, in the opinion of the Chief of Police, it is essential to the job performance.

Section 19.2. Exposures to Diseases. Deerfield agrees to provide for inoculation or immunization shots for officers or members of an officer's family when such becomes necessary as a result of said officer's exposure to a contagious disease (as defined by OSHA regulations), while in the line of duty.

ARTICLE 20. WAGES

Section 20.1. Salary Schedule.

TIER I OFFICERS.

The wage increase for officers employed as of the date of this Agreement, as well as officers hired from the current eligibility list ("Tier I officers"), is set forth on Exhibit 1 to this Agreement. The percentage wage increases for Tier I officers shall be as follows:

January 1, 2018	2.50%
January 1, 2019	2.75%
January 1, 2020	2.75%
January 1, 2021	2.90%

TIER II OFFICERS.

Officers hired subsequent to the expiration of the current hiring eligibility list are "Tier II officers." Tier II officers shall be paid in accordance with the Exhibit 2 schedule. In addition: (i) Tier II officers will be paid at 85% of the first step rate until they successfully complete academy training and successfully complete the field training officer (FTO) program; and (ii) Tier II officers will be eligible for participation in the Career Development program after they have topped out on the Tier II salary schedule.

Section 20.2 Longevity. Any officers who complete twenty (20) years of service during the term of this Agreement shall be paid an additional one thousand (\$1,000.00) dollars each year for the duration of this agreement. It is intended that this sum shall be considered part of "salary" for pension purposes. The longevity payment will be paid within 30 days of the anniversary date, and will be incorporated into the officer's regular payroll check.

Section 20.3. Lateral Transfers. Officers who are lateral transfers from other departments, at the sole discretion of Deerfield, may begin the pay plan at step 2 of the pay scale.

Section 20.4. No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this article or Agreement.

Section 20.5. Career Development Stipend; Management Right. The Employer has implemented a Career Development Program pursuant to which monetary awards, based on a percentage of the officer's base salary, are available to officers who satisfy the program requirements. Those reaching the "Advanced Officer" level receive a monetary award equal to 3% of that officer's base salary; officers attaining the "Officer First Class" level receive a monetary award equal to 5% of the officer's base salary; officers attaining the level of "Master Officer" receive a monetary award equal to 7% of the officer's base salary.

The Village agrees that the salary increase percentages attributable to the Career Development benchmark achievement levels shall not be modified during the term of this Agreement. The Union acknowledges that all operational aspects of Career Development are a management right and that management decisions with respect to either the content of the Career Development Program, its administration, or decisions relating to whether an officer has satisfied the requirements necessary to advance in the Career Development Program rest solely with management and are not subject to the grievance/arbitration procedure. The Village also agrees to meet and confer with the Union before making any changes to either the content of the Career Development, its administration or decisions relating to Career Development. The Union also agrees the Village's final decision will stand on any changes to the content, administration or decisions relating to Career Development.

ARTICLE 21. SENIORITY, LAYOFF AND RECALL

Section 21.1. Definition of Seniority. Seniority within the bargaining unit shall be based on the length of time from the last date of beginning continuous full-time employment as a sworn officer in the Police Department of the Village. When officers are hired on the same date, the officer having the highest composite test score shall be deemed the most senior.

Section 21.2. Layoff. Deerfield, at its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, officers covered by this Agreement will be laid off in accordance with their length of service as provided by Illinois Statute (65 ILCS 5/10-2.1-18).

Except in an emergency, no layoff will occur without at least fourteen (14) calendar days' notification to the Union. Deerfield 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.

Section 21.3. Recall. Officers who are laid off shall be placed on a recall list for a period of eighteen (18) months. If there is a recall, officers 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. The term "fully qualified" includes passing any physical fitness testing and any medical examination required of newly hired officers, except the physical fitness testing and a medical examination shall not be required if the layoff is less than four (4) months.

Officers who are eligible for recall shall be given fourteen (14) days' notice of recall and notice of recall shall be sent to the officer by certified or registered mail, return receipt requested, with a copy to the Union. The officer must notify the Police Chief or his/her designee(s) of his/her intention to return to work within three (3) days after receiving notice of recall. Deerfield shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested, to the mailing address last provided by the officer, it being the obligation and responsibility of the officer to provide the Police Chief or his/her designee(s) with his/her latest mailing address. If an officer fails to timely respond to a recall notice, his/her name shall be removed from the recall list.

ARTICLE 22. COLLEGE INCENTIVE PROGRAM

Section 22.1. Program Description. Officers enrolled in college or graduate level courses will receive tuition reimbursement and incentive pay, subject to the following conditions:

- a. Officers must complete one year of service with Deerfield prior to being eligible for participation in this program.
- b. The officer must complete the appropriate forms and obtain prior approval from the Chief of Police or his/her designee and Village Manager to take the course. The Village Manager's decision will be final.
- c. The course must be related to the officer's work specialty. No more than three courses may be taken during any one semester.
- d. Upon completion of the course, the officer must complete the appropriate form and present satisfactory evidence that he/she has completed the course with a mark of B or better, and a receipted bill from the college for the cost of the course.
- e. Only actual tuition costs will be reimbursed. Books, supplies, travel expenses and meals are not eligible for reimbursement, provided, however, that any fees that are regularly charged as part of registering for a course or courses shall be included in the tuition costs to be reimbursed.
- f. Tuition will be reimbursed at a rate of \$300.00 per credit hour for graduate level courses. Institute Undergraduate credit hours will be reimbursed at \$150.00 per credit hour. This does not apply to Certificate Programs..
- g. Officers must agree to continue to work for Deerfield for at least one additional year for each year of 30 college credit hours obtained under this program or refund to Deerfield a pro rata share of tuition payments.

Section 22.2. Assigned Training. These provisions do not apply to course work and training assigned by Deerfield during the officer's working hours.

ARTICLE 23. DISCIPLINARY PROCEDURES

Section 23.1. Recognition of Police Commission Exclusivity. Nothing in this Article is intended to diminish the exclusive jurisdiction of the employer's Police Commission, nor is it intended to create any additional contractual rights.

Section 23.2. Employer Commitment to Principles of Progressive Discipline. The Employer is

committed to the principles of progressive discipline; i.e., that discipline is designed to be corrective in nature. Generally speaking, the Employer will observe the steps of progressive discipline, including oral reprimand, written reprimand, short term suspension, long term suspension, and termination.

At all times, the Employer reserves the right to skip steps based on the severity of the misconduct.

Section 23.3. *Weingarten* and UPODA Rights Observed. When conducting disciplinary investigations the Employer will observe the employee's right to union representation in accordance with Sections 10(a)(1) and 10(a)(4) of the Illinois Public Labor Relations Act, and *National Labor Relations Board v. J. Weingarten, Inc.*, 420 U.S. 251 (1975). The Employer will also observe the employee's rights when applicable under the Uniform Peace Officers Disciplinary Act (UPODA).

Section 23.4. Employer's Ability to Raise *Weingarten* and UPODA Rights. In the event the Employer suspends an employee or seeks to suspend or terminate an employee before the Village's Police Commission, the employee may raise a claimed violation of the employee's *Weingarten* or UPODA rights in such proceeding, or in a subsequent judicial review. In recognition of the exclusive jurisdiction of the employer's Police Commission on matters relating to suspension or termination of employees, neither the employee nor the union may raise a claimed violation of the employee's *Weingarten* or UPODA rights by way of contractual grievance.

ARTICLE 24. SAVINGS CLAUSE

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

ARTICLE 25. TERM OF AGREEMENT

This Agreement shall be effective from the date of signing, and shall remain in full force and effect until 12-31-21.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on
December 21, 2017.

VILLAGE OF DEERFIELD

By: Kent S. Satt

Title: Village Manager

By: [Signature]

Title: Int. Affs.

ILLINOIS COUNCIL OF POLICE

By: [Signature]

Title: President

By: [Signature]

Title: Chapter Representative

Exhibit 1

Wage Schedule

POLICE PATROL OFFICERS

POLICE PATROL OFFICERS (Tier I)						
	Actual	2.50%	2.75%	2.75%	2.90%	
	1/1/17	1/1/18	1/1/19	1/1/20	1/1/21	
Hire to One Year	\$ 70,299.26	\$ 72,056.74	\$ 74,038.30	\$ 76,074.36	\$ 78,280.51	
One to Two Years	\$ 75,675.51	\$ 77,567.40	\$ 79,700.50	\$ 81,892.26	\$ 84,267.14	
Two to Three Years	\$ 80,548.44	\$ 82,562.15	\$ 84,832.61	\$ 87,165.51	\$ 89,693.31	
Three to Four Years	\$ 85,163.77	\$ 87,292.86	\$ 89,693.42	\$ 92,159.99	\$ 94,832.63	
Four Years and Over	\$ 97,231.36	\$ 99,662.14	\$ 102,402.85	\$ 105,218.93	\$ 108,270.28	
POLICE PATROL OFFICERS (Tier II)						
	Actual	2.50%	2.75%	2.75%	2.90%	
	1/1/17	1/1/18	1/1/19	1/1/20	1/1/21	
Academy Pay		\$ 61,248.23	\$ 62,932.56	\$ 64,663.20	\$ 66,538.43	
Hire to One Year	\$ 70,299.26	\$ 72,056.74	\$ 74,038.30	\$ 76,074.36	\$ 78,280.51	
One to Two Years	\$ 75,675.51	\$ 76,000.36	\$ 78,090.37	\$ 80,237.86	\$ 82,564.75	
Two to Three Years	\$ 80,548.44	\$ 79,943.99	\$ 82,142.45	\$ 84,401.37	\$ 86,849.01	
Three to Four Years	\$ 85,163.77	\$ 83,887.62	\$ 86,194.53	\$ 88,564.88	\$ 91,133.26	
Four to Five Years	\$ 97,231.36	\$ 87,831.25	\$ 90,246.61	\$ 92,728.39	\$ 95,417.52	
Five to Six Years	N/A	\$ 91,774.88	\$ 94,298.69	\$ 96,891.90	\$ 99,701.77	
Six to Seven Years	N/A	\$ 95,718.51	\$ 98,350.77	\$ 101,055.42	\$ 103,986.02	
Seven Years and Over	N/A	\$ 99,662.14	\$ 102,402.85	\$ 105,218.93	\$ 108,270.28	

MEMORANDUM OF UNDERSTANDING

It is hereby understood and agreed by and between the Employer and Union as follows:

1. Officers performing duties as field training officers (FTO) will receive 1.50 hour of compensatory time for each full day with an assigned recruit.
2. Notwithstanding anything to the contrary appearing in Section 13.2 of the collective bargaining agreement, if an officer is ordered in to work on July 4, Thanksgiving, Christmas or New Year's, the officer's compensation will be in accordance with the following formula:
 - a. On the first card, put the number of hours worked at the time and a half rate.
 - b. On the second card, Multiply the number of hours worked for overtime by 1.5 and calculate the total. Take this total and divide by 2 which then provides you with the number of hours of straight time for the second card.
 - c. FORMULA: $X \times 1.5 = Y$, $Y/2 =$ straight hours

DATED: December 21, 2017.

Illinois Council of Police

By: 

Village of Deerfield

By:  Village Manager



Deerfield Police Department



Date: September 18, 2020

Subject: Union Grievance – Remedy

As a result of a Labor-Management Conference between representatives of the Village of Deerfield (Deputy Chief Budny) and the Illinois Council of Police (Ofc. Brad Schroeder) the following directive was reviewed and agreed upon by all parties. See signatures below.

This agreement clarifies the meaning and call back procedures for “Restricted Day” and “Full Lock Day” on the schedule.

Restricted Day: This is when there is an event on a shift where there is a minimum manpower is needed. Example:

Tinman Triathlon:

- Shift manpower = 7
- Needed for Shift = 4
- Needed for Detail = 2
- Available to take day off = 1

In the event of a sick call, the supervisor will call in an individual to cover the detail not the shift.

Full Lock Day: This is when the Department feels the need to increase manpower on a specific shift or all shifts. Example:

Protest Scheduled:

Shift has 8 officers scheduled (2 Supervisors / 6 Officers)

If someone calls in sick, the supervisor will call in an individual to cover the shift keeping the minimum at eight.

Civil unrest in the area and want to have better numbers for potential issues:

Schedule reads:

- 8/1: shift has 7 (2 bosses / 5 officers) New minimum is 7
- 8/2: shift has 6 (2 bosses / 4 officer) New minimum is 6
- 8/3: shift has 5 (1 boss / 4 officers) New minimum is 5

If someone calls in sick, the supervisor will call in to cover the shortage from the start numbers. A call in will not occur if someone is sent to Wheeling on an assist.

It should be noted the Department reserves the right to call anyone in to cover the shortage.

BSS



Deerfield Police Department



As the exclusive bargaining representative, the Illinois Council of Police (hereinafter "Union") agrees to the language in this agreement and will remain in effect until terminated, by mutual agreement. Furthermore, this agreement does not diminish the Union's right to file a grievance and/or bargain this matter in the future.

Bradley Schroeder
President ICOP (Local)

Brian J. Budny
Deputy Chief of Police

Date: 9-18-2020