

AGREEMENT BETWEEN
ILLINOIS COUNCIL OF POLICE

AND

VILLAGE OF CALUMET PARK
CALCOMM 911 DISPATCH CENTER

ILLINOIS COUNCIL OF POLICE

July 1, 2021 - April 30, 2025

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PREAMBLE

This Agreement is entered into by and between the Village of Calumet Park, an Illinois Municipal Corporation (hereinafter referred to as the "Employer") and the Illinois Council of Police (hereinafter referred to as the "Union").

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

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

ARTICLE I RECOGNITION

Section 1. Recognition

Pursuant to Illinois Labor Relations Board Case # S-RC-22-007, the Employer hereby recognizes the Illinois Council of Police as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on any and all matters relating to wages, hours, and all other terms and conditions of employment of all employees in the bargaining unit. The bargaining unit shall include:

All full-time and part-time employees employed by the Village of Calumet Park working in the CalCOMM 9-1-1 Emergency Communications Action Center as Dispatcher, Dispatcher OIC, Supervisor or Training Employee.

Positions EXCLUDED from the above described bargaining unit shall include: All other Village of Calumet Park employees including managerial and confidential employees as defined by the Act.

Section 2. Probationary Period

Upon execution of this Agreement any new hires and lateral hires shall serve a probationary period of six (6) months. However, management is not precluded from extending a probationary employee's period of probation one (1) time for up to six months. Time absent from duty or not served for any reason shall not apply toward satisfaction of the probationary period except for holidays, vacations, sick leave, compensatory time, and personal days. The Village may suspend or discharge a probationary employee any time during the probationary period without cause and the probationary employee shall have no right to contest such suspension or discharge through the grievance procedure.

ARTICLE II NON-DISCRIMINATION

Section 1. Equal Employment Opportunity

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

Section 2. Non-Discrimination

The Employer shall not discriminate against employees, and employment-related decisions will be based on qualifications and predicted performance in a given position without regard to race, color, sex, age, religion, disability, or national origin of the employee; nor shall the Employer discriminate against employees as a result of activities on behalf of the Union or membership in the Union, or the exercise of constitutional rights. The Employer agrees to comply with all applicable laws. Employees shall not be transferred, assigned or re-assigned or have any of their duties changed for reason prohibited by this action. Violations of this section shall not be subject to the grievance provisions of this Agreement. Violations of this section must be pursued through the appropriate State or Federal agencies or courts.

Section 3. Use of Masculine Pronoun

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

ARTICLE III DUES DEDUCTIONS AND AUTHORIZATION

Section 1. Dues Deductions and Authorization

While this Agreement is in effect, the Employer will deduct from each Employee's paycheck once each pay period the uniform, regular bi-weekly union dues for each Employee in the bargaining unit who has filed with the Employer a lawful, voluntary, effective check-off authorization form, a copy of which is attached hereto as Appendix B. The Employer will honor all executed check-off authorization forms received not later than ten (10) working days prior to the next deduction date and such authorization forms shall remain in effect until revoked or replaced in accordance with the language contained on the Union Dues Deduction and Authorization Form.

Total deductions collected for each calendar month shall be remitted by the Employer to an address provided by the Union not later than the fifteenth (15th) day of the following month. The Union agrees to refund to the Employee(s) any amounts paid to the Union in error on account of this dues deduction provision.

A Union Member desiring to revoke the dues check-off may do so pursuant to the language on an executed Union Dues Deduction and Authorization Card and upon written notice to the Employer and the Union. Dues shall be withheld and remitted to the Union unless or until such time as the Employer receives a notice of revocation of dues check-off from an Employee and the Union, or notice of an Employee's death, transfer from covered employment, termination of covered employment, or when there are insufficient funds available in the Employee's earnings after withholding all other legal and required deductions. Information concerning dues not deducted under this Article shall be forwarded to the Union, and this action shall

discharge the Employer's only responsibility with regard to such cases. Deductions shall cease at such time as a strike or work stoppage occurs in violation of Article IV of this Agreement (No Strike-No Lockout).

Section 2. Indemnity

The Union hereby indemnifies and agrees to save the Employer, the Village, its elected representatives, employees, agents and employees harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of, any action taken by the Employer for the purpose of complying with the provisions of this Section.

ARTICLE IV MANAGEMENT RIGHTS

The Employer may exercise the following rights provided that no right is exercised contrary to or inconsistent with other terms of this Agreement.

- A. To determine the organization and operations of the Dispatch Center
- B. To determine and change the purpose, composition and function of each of its constituent departments and subdivisions.
- C. To set standards for services to be offered to the public.
- D. To determine the overall budget.
- E. To create an organizational structure.
- F. To select new employees, determine examination techniques for new employees and to direct the employees of the Dispatch Center including the right to assign work and overtime.
- G. To suspend, demote, discharge and take other disciplinary action or relieve from duty any employee for just cause, except in the case of probationary employees who may be terminated at will.
- H. To establish, implement and maintain an effective internal control program.

The Union recognizes that the Employer has the full authority and responsibility for directing its operations and determining policy. The Employer reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the statutes of the State of Illinois, and to adopt and apply all rules, regulations and policies as it may deem necessary to carry out its statutory responsibilities; provided, however, that the Employer shall abide by and be limited only by the specific and express terms of this Agreement, to the extent permitted by law.

ARTICLE V NO STRIKE

Section 1. No Strike Contingent

Neither the Union nor any employee will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer during the term of this Agreement. Neither the Union nor any employee shall refuse to cross any picket line, by whomever established.

Section 2. Resumption of Operations

In the event of action prohibited by Section 1 above, the Union immediately shall disavow such action and request the employees to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Article.

Section 3. Union Liability

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

Section 4. Discipline of Strikers

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

Section 5. Lockout

During the term of this Agreement, the Employer shall not instigate a lockout over a dispute with the Union.

ARTICLE VI BILL OF RIGHTS

Section 1. Conduct of Disciplinary Investigation

Whenever an employee is under investigation, subjected to interrogation or anytime an employee is questioned where discipline (excluding verbal reprimand) may result by the employer, the employee shall be entitled to those rights set out in the United States Supreme Court Decision *NLRB v. Weingarten*, 420 U.S. 251 (1975) and *Department of Central Management Services and Corrections (Morgan)*, 1 PERI PAR. 2020 (ISLRB, 1985) and the interview or interrogation will stop until the employee can have a representative or attorney from the ICOPs Union office present at the interview or interrogation.

Section 2. Actions During Investigation

No employee covered by this Agreement shall be suspended, relieved of duty, disciplined in any manner, or separated without just cause. The 9-1-1 Director or their Designee or such other individual as specified by the Employer shall have the authority to suspend or terminate bargaining unit employees. Prior to any such suspension or termination, the Employer will afford the employee and Union a Loudermill pre-disciplinary meeting. The Employer hereby abrogates the authority of the 911 Board with respect to such discipline. Suspensions and termination may be grieved and arbitrated with the grievance procedure set forth in Article VII, except that such grievances shall be commenced at Step 3 and be submitted within five (5) calendar days of the receipt of the discipline so imposed.

Section 3. Exclusion

The procedure set forth in this Article shall not apply to any employee charged with violating any provisions of the Criminal Code of 1961, as amended, or any other Federal, State or Local criminal law.

ARTICLE VII GRIEVANCE AND ARBITRATION

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. For the purposes of this Agreement, a grievance is any dispute or difference of opinion raised by an employee or the Union against the Employer involving the meaning, interpretation or application of the provisions of this Agreement. Any time period provided for under the steps in the grievance procedure may be mutually extended or contracted.

STEP 1: The employee, with or without a Union representative, may submit a grievance, in writing, (on the form attached as Exhibit B) to the employee's immediate supervisor within fifteen (15) calendar days of its occurrence, or circumstances giving rise to a grievance or when first known by the grievant. The 9-1-1 Director or their Designee shall then attempt to adjust the matter and shall respond, in writing, within ten (10) calendar days after such discussion.

STEP 2: If not adjusted in Step One, the grievance shall be reduced to writing and presented by the Union to the 9-1-1 Director or their Designee within fifteen (15) calendar days following the receipt of the supervisor's answer in Step One. The 9-1-1 Director or their Designee shall attempt to adjust the grievance as soon as possible, and therefore will schedule a meeting with the employee, his immediate supervisor or Shift Commander, and Union Representative within ten (10) calendar days after receipt of the grievance from the Union. The 9-1-1 Director or their Designee shall then render a decision, in writing, based on the supplied information during the meeting, within fifteen (15) calendar days of the meeting.

STEP 3: If the grievance is not adjusted in Step Two the grievance shall be submitted to a Panel comprised of the Trustee and the Mayor of the Village of Calumet Park within five (5) calendar days of the receipt from the 9-1-1 Director or their Designee his response to the Step Two procedure. A meeting shall be held at a mutually agreeable time and place with the Panel to discuss the grievance and hopefully come to an equitable solution. If a grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the parties. If no settlement is reached, the Panel shall give the Union the Employer's answer within fifteen (15) calendar days following their meeting.

STEP 4: If the grievance is not settled in Step Three, the matter shall be referred for arbitration by written request by the Union made within fifteen (15) calendar days of the Employer's answer in Step Three. Arbitration shall proceed in the following manner:

- A. The Employer and the Union shall each appoint a representative to the arbitration panel. The two arbitrators shall in turn, by mutual agreement, select a third arbitrator to serve as chairman of the arbitration panel. In the event the two arbitrators are unable to agree upon the third arbitrator, they shall obtain a list of recognized arbitrators from an organization that is recognized as providing such lists, such as the Federal Mediation and Conciliation Service or the American Arbitration Association. Upon receipt of such list, each party shall strike a name from the list, until there is one name remaining. The remaining individual shall be the third party and the chairman of the panel.
- B. The arbitrators shall promptly review the grievance and the information and decisions rendered at the various steps of the grievance procedures. The arbitrators shall confer with the parties to this grievance as necessary and may hold a hearing at the option of the neutral arbitrator. The scope of the hearing shall be at the sole discretion of the neutral arbitrator. The hearing shall only be open to all parties in interest.
- C. The arbitrators shall issue their decision not later than thirty (30) calendar days from the date of closing of any conference or hearing, if necessary, or if no conference or hearings are required, then from the date when the final grievance documents are submitted to them.
- D. The decision of the arbitrators shall be in writing and shall set forth the findings of fact, reasoning and conclusions of the issues submitted.
- E. The decision of the arbitration panel shall be binding to the parties concerned in the grievance.
- F. The cost of the arbitration panel shall be borne equally by the Union and the Employer.
- G. If the arbitration board calls for meetings or hearings, and these meetings cannot be held during the normal working hours of the grieved employee, then no additional compensation or overtime payment shall be made by the Employer to either, the grieved employee, witnesses or representatives of the Union.
- H. The arbitrators may interpret the Agreement but shall have no right to ignore, add to, take from, or modify any of the provisions of this Agreement.

ARTICLE VIII LABOR MANAGEMENT CONFERENCES

Section 1. Request for Meeting

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a "labor-management conference., and expressly providing the agenda for such meeting. Such meetings and locations shall be limited to:

- A. Discussion on the implementation and general administration of this Agreement.
- B. A sharing of general information of interest to the parties.

- C. Notifying the Union of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.

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

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

Section 2. Meetings Exclusive of Grievance Procedure

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "labor-management conferences", nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 3. Union Designee

There is hereby established the position of Union Designee for purposes of representing the Union at labor-management conferences provided for in this Article. The Union Designee shall not be additionally compensated by the Employer for his duties in implementing this Article. When absence from work is required to attend "labor management conferences", the Union Designee shall, before leaving his work station, give reasonable notice to and receive approval from the 9-1-1 Director or their Designee or his designee in order to remain in pay status. The 9-1-1 Director or their designee shall approve the absence except in emergency situations. Travel expenses associated with any "labor-management conferences" shall be the responsibility of the employee.

ARTICLE IX EMPLOYEE SECURITY

Section 1. Just Cause Standard

No employee covered by this Agreement shall be suspended, relieved from duty, disciplined in any manner, or separated without just cause.

Section 2. File Inspection

The Employer's personnel files, disciplinary history, and investigative files relating to any employee shall be open and available for inspection by the affected employee during regular business hours, with approval of the 9-1-1 Director or Chief or their designee. Employees may attach explanations or rebuttals to any adverse materials contained in their personnel folder.

Whenever an employee is the subject of an investigation or a disciplinary proceeding which results in a charge being unfounded or otherwise not sustained, or results in a finding in the employee's favor, the file pertaining to said investigation or disciplinary proceeding shall not be used in any future proceeding or placed in an employee's personnel file.

Disciplinary history and investigative files will not be contained within an employee's personnel file and shall remain within, and under the Human Resource Department.

Oral or written reprimands shall be expunged from an employee's personnel and/or disciplinary file(s) eighteen months after the date the reprimand is given to the employee. Provided however, that there has been no repetition of the offense for which the reprimand was given to the employee within the eighteen-month period. All such expungements shall take place upon written request by the employee to the 9-1-1 Director. Reprimands involving conduct which has the tendency to adversely affect or destroy public trust in the department shall not be subject to removal under this section.

Section 3. Civilian Review Boards

The Employer shall not compel an employee under investigation to speak to, testify before or be questioned by anyone other than the Director/9-1-1 Director.

Section 4. Release of Information

No photograph or family information will be disclosed by the Employer to the media at any time during the term of this contract, unless the employee approves of such disclosure in advance of its release, or such release is required by law or made pursuant to a court order. Such disclosures will also include an employee's home address and home telephone number.

Section 5. Personal Assets

No employee shall be required or requested to disclose any item of his property, income, assets, source of income or assets, debts or personal or domestic expenditures (including those of any member of his family or household) unless such information is necessary for the enforcement of the police department's rules and regulations concerning "outside employment" and such information is required in response to a lawful subpoena.

Section 6. Audio/Video Surveillance

In order to protect the public and the Employer, audio and video surveillance has been established throughout the 911 Center. It is not the intention of the Employer to establish audio and/or video surveillance in an attempt to discipline employees. However, should an allegation of employee misconduct arise which is independent of audio/video surveillance, the Employer may use audio/video surveillance to assist in investigating said allegations of misconduct.

ARTICLE X SENIORITY

Section 1. Definition of Seniority

As used herein, the term "seniority" shall refer to and be defined as the continuous length of service or employment with the Employer from the date of last hire as a 911 Village of Calumet Park Telecommunicator to include time employed by the Village of Calumet Park as a contracted telecommunicator. Appendix C for Schedule of Seniority List.

Section 2. Vacation Scheduling

Employees shall select the periods of their annual vacation on the basis of seniority. Vacation schedules may be adjusted to accommodate seasonal operations, significant revision in organization, work assignments or the number of personnel in particular rank.

Section 3. Seniority List

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

Section 4. Personal Day Selection

Any dispute within a unit as to the selection of a personal day shall be resolved by seniority.

Section 5. Termination of Seniority

An employee shall be terminated by the Employer and his seniority broken when he:

- A. quits; or
- B. is discharged for just cause; or
- C. is laid off pursuant to the provision of the applicable agreement for a period of twenty- four (24) months or;
- D. accepts gainful employment while on an approved leave of absence from the 911 Center; or
- E. is absent for three consecutive scheduled workdays without proper notification or authorization. The Employer agrees to take into consideration any extenuating circumstances that may exonerate the employee.

Section 6. Accrual of Seniority

Employees will not continue to accrue seniority credit for any time spent on authorized unpaid leave of absence except Military leave in accordance with State or Federal law.

ARTICLE XI SAFETY ISSUES

Section 1. Safety Committee

There is hereby an established Safety Committee in the Village which is comprised of Village officials and Village wide Union Members. Two (2) members of the Union shall be appointed to represent bargaining unit members to discuss safety issues.

Section 2. Disabling Defects

No employee shall be required to use any equipment that has been designated by both the Union and the Employer as being defective because of a disabling condition unless the disabling condition has been corrected.

ARTICLE XII RESOLUTION OF IMPASSE

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as may be amended from time to time (5 IILCS 315/14), or as may otherwise be mutually agreed.

ARTICLE XIII LAYOFF

Where there is an impending layoff with respect to the employees in the bargaining unit, the Employer shall inform the Union in writing no later than thirty (30) days prior to such layoff, and layoffs may be initiated by the Employer only where there are insufficient funds to pay the employees in the bargaining unit. The Employer will provide the Union with the names of all employees to be laid off prior to the layoff. Full time employees shall be laid off in accordance with their seniority. Unless the ability to perform the job as a CTO is considered by the 9-1-1 Director to be a determining factor in the layoff process and would have to be negotiated with the Union before implementation of any layoff. The employees with the least amount of seniority and ability shall be laid off first. All employees shall receive notice in writing of the layoff at least thirty (30) days in advance of the effective date of such layoffs.

No full-time employee will be hired to perform or permitted to perform those duties normally performed by an employee while any employee is on layoff status.

Any employee who has been laid off shall be placed on the appropriate reinstatement list and shall be recalled on the basis of seniority in the 911 Center.

ARTICLE XIV INDEMNIFICATION

Section 1. Employer Responsibility

The Employer shall be responsible for, hold employees harmless from and pay for damages or moneys which may be adjudged, assessed or otherwise levied against any employee covered by this Agreement.

Section 2. Legal Representation

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

Section 3. Cooperation

Employees shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Article.

Section 4. Applicability

The Employer will provide the protections set forth in Section 1 and Section 2 above, so long as the employee is acting within the scope of his employment and where the employee cooperates, as defined in Section 3, with the Employer in defense of the action or actions or claims.

ARTICLE XV HOURS OF WORK AND OVERTIME

Section 1. Purpose of Article

The provisions of this Article are intended to provide the basis for defining shifts and calculating overtime pay, and shall not be construed as a guarantee of hours of work per day or days per week or pay in lieu thereof, or as a limitation upon the maximum hours per day or per week which may be required.

Section 2. Work Period

The regular work shift will be as follows: Shifts will be based on a twelve (12) hour schedule with every other weekend off.

Section 3. Shift Selection

An employee may pick a permanent shift by seniority. For bidding purposes only, the days off and the desired working shift will be filled by seniority. In the event that the employer hires additional probationary telecommunicators, the employer may add those probationary telecommunicators to the shift of its choice for the duration of the probationary period. If, in the event that the employer hires additional telecommunicators than currently contained in the bargaining unit, the shifts will evenly gain new slots to the shifts upon completion of the probationary periods. If an odd number of new hires exists, the employer may open a slot where deemed necessary and the bidding process will be open to all telecommunicators.

In unusual circumstances should it be necessary to establish schedules departing from the normal workday or workweek, the Village will give at least fourteen (14) days advance notice where practicable of such change to the individuals affected by such change.

A vacation schedule will be posted by September 30th of each year. Posting of the vacation schedule will assist in indicating employees' work periods requested for the calendar year.

When an employee completes a vacation schedule, the employee will also indicate his work period intent for the calendar year.

Any immediate openings in a shift will be posted for bidding by seniority. If the opening is not filled during the bidding procedure, the telecommunicator with the least seniority may be selected by the 9-1-1 Director or Their designee.

If an telecommunicator bids for the opening, the telecommunicator cannot carry over vacation picks

if the vacation picks effect existing picks by telecommunicators during the current calendar year.

A telecommunicator may re-bid for a shift change every six months, such change commencing with the schedule starting in July or the schedule starting in January. The telecommunicator must re-bid, in writing, at least five (5) months in advance of change.

A telecommunicator cannot carry over vacation picks if the vacation picks effect existing picks by telecommunicators during the calendar year.

Section 4. Overtime Compensation

- a) Employees required to work in excess of forty (40) hours in a work week or more than twelve (12) in a work day shall be compensated at the rate of one and one-half (1 ½) times the hourly rate of pay. Employees shall have the option of choosing compensatory time or cash payment for overtime hours worked. Employees shall be permitted to use such compensatory time off within a reasonable time by making a request therefore, as long as it does not interfere with the normal operation of the Employer.
- b) Employees who receive cancellation of an overtime assignment less than 24 hours prior to the start of the assignment shall receive a minimum of two (2) hours of overtime pay. Employees will be able to accrue up to forty hours (40) hours of compensatory time in lieu of overtime payment. Such bank shall be replenishable throughout the year and if any other Employees of the Village are granted additional compensatory time over the forty (40) hours, the covered Employees will automatically receive the greater amount (Me Too Clause). Any employee who currently has more than forty hours of compensatory time will be paid out by the Village for the hours accrued over forty. The Employer agrees that up to three (3) days of accrued comp time may be utilized by an employee to extend a vacation, subject to the manpower needs as determined by the 911 Director. Comp time will not be approved if such use will create overtime. Once comp time is approved, it cannot be withdrawn. Unless such determination permits the employee to extend a vacation as provided herein, compensatory time may be used in not less than one (1) hour increments.

Section 5. Court Time

Employees covered by this Agreement, required to attend court or to appear in response to a duty related subpoena outside their regularly scheduled work hours shall be compensated at one and on-half (1 ½) times the hourly rate, with a minimum of two (2) hours. Time worked shall be computed in completed fifteen (15) minute increments thereafter.

Section 6. Overtime Computation

Sick time, time due, vacation time and personal days shall be used for the purpose of calculating overtime.

Section 7. Equalization of Overtime

The 9-1-1 Director or their designee will attempt to assign overtime work to the employees who are immediately available when the need for overtime occurs and who normally and customarily perform the work involved, except that in cases of emergency the 911 Director or his designee may assign the overtime work to any employee immediately available. It is the intention of the parties that overtime will be distributed equitably among the employees as far as practicable. The senior full-time employee on each shift shall have, where practicable, the first choice of overtime work assigned. All overtime hours worked by bargaining unit members (except court time) will be used in computing equalization of overtime.

Section 8. Payday

Payday shall be the fifteenth (15th) day and thirtieth (30th) day of each month. If a payday should fall on a Saturday, Sunday or Holiday, the Employer will provide paychecks on the business day immediately preceding such regular payday, whenever possible.

Section 9. Lunch and Break Period

Employees shall be allowed two fifteen (15) minute breaks and a half{½} hour paid lunch. The first break shall be taken in the first half of the employee's shift and the second break to be taken during the second half of the employee's shift.

Section 10. Assignments Outside Regular Working Hours

An official assignment of work regular working hours is one that does not immediately precede or follow an employee's regular scheduled working hours. Employees reporting back to work under this section shall be compensated at a minimum of two (2) hours (at the appropriate overtime rate) in pay or compensation time equivalent at the employee's option, or for the actual hours worked, whichever is greater. Departmental Meetings and Training Sessions with more than twenty-four (24) hours' notice to employees will be compensated at a minimum of one (1) hour at the overtime rate or actual hours worked, whichever is greater, in pay or compensation time at the employees option. Meetings and Training sessions with less than twenty-four (24) hours' notice shall be compensated at a minimum of two hours at the overtime rate or actual hours worked, whichever is greater, in pay or compensation time at the employee's option.

ARTICLE XVI REPRESENTATIVES

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

Section 1. Activity During Working Hours

Employees shall, after giving three (3) days' notice to the Employer, be allowed reasonable time off, with pay, during working hours to attend grievance hearings or grievance meetings, labor-management meetings, or other meetings with the Employer, at the premises of the Employer, if by virtue of their position with the Union, their attendance is necessary. On duty, paid employee attendance is subject to the manpower needs of the 911 Center.

Section 2. Union Negotiating Team

Members designated as being on the Union negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. If a designated Union negotiating team member is in regular day-off status on the day of negotiations, he will not be compensated for attending the session. The negotiating team for the Union shall be limited to three (3) members from the Chapter and in addition, a representative or representatives from the ICOPS Union office.

Section 3. Bargaining Unit Meetings

The employer will allow the Bargaining Unit to hold unit meetings at the Police Department with seven (7) days advance notice to the 911 Director and the 9-1-1 Director and with knowledge and permission of the 9-1-1 Director. Employees who are on duty at the time of the meeting shall be allowed reasonable time to attend such meetings.

ARTICLE XVII BULLETIN BOARDS

The Employer shall provide the Union with designated space on available bulletin boards, or provide bulletin boards on a reasonable basis, where none are available, upon which the Union may post its notices.

ARTICLE XVIII LEAVES OF ABSENCE & SICK LEAVE

Section 1. Bereavement Leave/Death in Family

The Employer agrees to provide to employees leave without loss of pay as a result of death in the immediate family, not to exceed three days. However, if an employee must travel in excess of five hundred (500) miles to attend a funeral he will be allowed up to five (5) days, so long as the employee provides proof of death (e.g., obituary, funeral program, etc.) of the deceased family member.

Section 2. Definition of Family

A member of the immediate family shall be defined to be any employee's mother, father, wife, husband, civil union partner, (defined as a legal relationship between two (2) of either the same or opposite sex, established pursuant to the Illinois Religious Freedom Protection and Civil Union Act), daughter, or son (including step or adopted, sister or brother (including half or step), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent or grandchild.

Section 3. Short Term Military Leave

Village will abide by all State and Federal Laws concerning Military Leave.

Section 4. Maternity Leave

A leave of absence shall be granted for maternity upon request pursuant to this Article under Section 13. Such request must be presented in writing to the employee's immediate supervisor, setting forth a date each leave is to begin, as soon as that date can be determined by the employee and the employee's physician. Return to work shall be as soon as permitted by a signed release by the employee's physician.

Section 5. Injury Leave

Village will abide by the Illinois Workers Compensation Statute.

Section 6. Sick Leave

All employees covered by the terms of this Agreement shall be entitled to sick leave, which shall be accrued on the basis of one (1) day for each month of service. If an employee calls in sick for three (3) consecutive days, upon returning to work the employee will present a doctor's certificate that the employee is able to return to work.

For purposes of this Section, a "sick day" shall be considered to be twelve (12) hours for those employees working a twelve (12) hour schedule. For those employees (i.e. Power Shift Telecommunicator) who may work an 8-hour day, work week, a "sick day" shall be considered to be eight (8) hours.

In cases where an employee cannot report for duty due to illness, the On-Duty 911 OIC/ Supervisor shall be advised no later two (2) hours before the employee's scheduled starting time on the day of absence.

The employer shall reimburse employees for all unused sick time at the rate of 70% of the employee's current rate of pay for all unused sick time in excess of 600 hours. Upon the employee's request for retirement purposes the employee may elect, instead of a cash payout, to extend his/her separation date the number of hours remaining in his/her sick leave bank to the maximum of 600 hours.

Section 7. Accrued Sick Leave

Upon an employee's separation from Employer service after ten (10) or more consecutive years of full-time employment with the Employer and provided that such employee has given proper notice of separation, the employee shall be paid for unused sick leave up to a maximum of 600 hours, or use the sick leave time of up to a maximum of 1200 hours for IMRF credit. The employee may accrue up to a maximum of 1200 hours, but only the first 600 may be reimbursed.

Section 8. Death Benefit

Upon the death of any full-time employee, the employee's spouse or beneficiary shall receive payment for all accrued sick time to a maximum that is allowed in Section 8.7.

The employee's spouse or beneficiary shall also receive any regular and overtime pay accrued by the deceased employee.

Section 9. Jury Duty

Employees in full employment status shall receive full pay for time not worked while serving on jury or non-work related witness duty provided any compensation received for jury or witness duty is endorsed to the Village.

Section 10. General Leave of Absence

Granted for illness or personal matters, employees in full employment status may be granted a general leave of absence to cover periods of disability, recuperation from illness, or for personal matters. Such leaves, when approved, shall be on an unpaid status. Leaves of absence connected with illness shall not be granted until sick leave has been used. Applications for general leave of absence due to illness or

recuperation must be accompanied by a physician's statement. All requests for general leaves of absence shall be submitted to the 911 Director.

Duration of Leave of Absence. Leaves of absence may be granted for up to 30 calendar days and extensions may be granted for additional periods of up to 90 calendar days each, not to exceed a total of one year's leave, after which time the Employer-employee relationship shall be terminated. An employee may, during the leave, return to full employment status upon at least two weeks' notice in writing to the 911 Director.

Benefit Accrual. During leaves of absence in excess of thirty (30) consecutive calendar days, the employee's anniversary date for benefit accrual purposes shall be adjusted by the number of days of such absence and the employee shall not accrue vacation or sick leave during such period of absence.

Section 11. Emergency Leave

An employee shall be permitted to use vacation time, compensatory time or days without pay for illness within an employee's immediate family; provided however, that such leave is approved in advance by the 911 Director Chief of Police or his/her designee. Such approval shall not be unreasonably denied.

Section 12. Personal Days

Each employee shall receive four (4) personal days each year to be utilized as leave other than sick leave. Personal Days shall be used anytime within the calendar year in which they were earned; provided that prior approval is received from the 9-1-1 Director. The personal leave days shall be granted at the rate of twelve (12) hours per day.

Personal days for newly hired bargaining unit members only will be prorated depending on the quarter in which the employee begins employment.

Section 13. Family and Medical Leave

- A. The provisions of the Family and Medical Leave Act of 1993 (hereafter referred to as "FMLA") are hereby incorporated as part of this Agreement. The members of the bargaining unit will receive, upon request, up to (12) twelve weeks of unpaid leave per 12-month period for any of the following:
- (1) Because of the birth of a child and in order to care for such child;
 - (2) Because of the placement of a child with the employee for adoption or foster care;
 - (3) In order to care for an immediate family member (spouse, child or parent) of the employee, if such immediate family member has a serious health condition.
 - (4) Because of a serious health condition that makes the employee unable to perform the functions of his or her position.
- B. The 12-month period that includes the FMLA leave will be calculated backwards from the date the leave is used.
- C. An employee who requests FMLA leave who also is entitled to leave pursuant to the sections of this Agreement will be entitled to a maximum of (12) twelve weeks including paid and unpaid.

- D. Employees shall continue to accrue and not suffer any loss of benefits during any leave of absence for FMLA. However, employees shall suffer loss of seniority during any unpaid leave of absence for FMLA in excess of thirty (30) days.

ARTICLE XIX WAGE RATES

Section 1. Wages

See Appendix A for Wage Table.

Wages take effect July 1, 2021 through April 30, 2025. The following salary schedule will apply to all employees. All yearly increases besides the first year of the Agreement will be May 1st of each year. Increases will also be made on the applicable anniversary dates of the employee's starting date.

The Village will make direct deposit of payroll available for employees using the current procedures in effect for other employees. The Village has the right, not the obligation, to make direct deposit mandatory for all employees in the bargaining unit. Employees in the bargaining unit will only be allowed to designate one direct deposit account.

Section 2. Specialty Pay

Communications Training Officer (CTO) – Any employee assigned as a CTO to train new or existing employees will be paid an additional two dollars (\$2.00) per hour for every hour the employee assigned as the CTO is actually training. All assigned CTO's will receive CTO training and CTO certification at the Employer's expense.

Section 3. Emergency Medical Dispatcher (EMD) Certified Stipend

Telecommunicators who maintain their EMD certification will receive a \$200.00 stipend every year paid on the May 1st pay period.

Section 4. Communications Training Officer (CTO) Certified Stipend

Telecommunicators who maintain their CTO certification will receive a \$250.00 stipend every year paid on the May 1st pay period.

Section 5. Longevity Pay

Upon completion of five years of service, employees shall receive a 2% increase to their base rate of pay.

Upon completion of ten years of service, employees shall receive an additional 2% increase to their base rate of pay.

Employees who have completed these years of service at the signing of this agreement, shall be eligible for longevity pay upon signing.

ARTICLE XX
RULES AND REGULATIONS OF THE CALUMET PARK 911 CENTER

Notwithstanding the provisions of this Agreement, employees shall be required to adhere to the Rules and Regulations of the Calumet Park 911 Center. Anticipated changes in the Rules and Regulations of the 911 Center shall be a subject of the labor-management conferences provided for in Article VIII of this Agreement.

ARTICLE XXI
HOLIDAYS

Section 1. Recognized Holidays

The following days shall be recognized and observed as paid holidays:

New Years Day	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	Martin Luther King Birthday
Thanksgiving Day	

If any other employee group throughout the Village receives additional holidays, the Dispatch Center employees will also receive the additional holiday (Me Too Clause).

Section 2. Additional Pay

All employees who start their shift on a designated holiday will be paid time and one half for all hours worked during their twelve (12) hour shift.

Section 3. Penalties

An employee must work the scheduled day immediately prior to or immediately after the holiday to receive holiday pay unless otherwise excused by a physician. This Provision does not allow an employee to call in sick the scheduled day before, the scheduled day of, or the scheduled day after the holiday. If the employee calls in sick on any of those days, no holiday pay will be given without a note from a physician.

ARTICLE XXII
CLOTHING ALLOWANCE

Section 1. Clothing Allowance

The employees covered by this Agreement shall receive three hundred and seventy-five dollars (\$375.00) a year, to be used for the purchase of uniforms and equipment. Each yearly allotment shall be credited to the employee's vendor account on or before May 30th of each year this Agreement is in effect.

Section 2. Replacement

The Employer shall reimburse employees whose duty related equipment is lost, stolen or destroyed

during the course of their duties, excluding normal wear and tear and subject to approval of the 9-1-1 Director, not caused by neglect of the employee, and shall not be deducted from their clothing allowance.

Section 3. Uniform

The Employer shall pay for the first issue of any change or modification of the present prescribed uniform or equipment. The Employer will notify the Union ninety (90) days prior to any anticipated change to the uniform or personal equipment.

ARTICLE XXIII VACATIONS

Section 1. Choosing Vacation Time

When choosing his/her vacation time, the employee will mark on the vacation schedule the work days and hours the employee intends to be scheduled for vacation time. Only one employee per shift may be on vacation at any one time. One employee from patrol may pick vacation time if not already chosen by another patrol employee on that shift. Investigations, Tactical, and Administration divisions are excluded from this restriction.

Employees shall choose vacation time according to seniority. However, if the employee due to choose time takes longer than seven (7) days to choose his/her vacation time, the employee will be bypassed and placed at the bottom of the seniority list for purposes of choosing vacation time. The vacation schedule will be posted on October 1st for the following year, and all vacation picks must be completed by November in the same year of the posting of the schedule.

If at any time after the employee chooses his/her vacation time, the employee's seniority will not be considered. If an employee changes his/her vacation time and the change would affect an employee already scheduled for vacation time, the employee making the change must choose a different time for vacation not occupied by another employee.

If during the vacation period, a Telecommunicator present at work and fails to pick a vacation during the seven-day period when it is the Telecommunicator's turn to make a selection, the employee shall be bypassed and placed at the bottom of the seniority list and the selection process shall continue. If 30 days passes and the employee still fails to select a vacation, the Village shall assign a vacation period for that Telecommunicator.

If for reasons related to work, an employee is required to not take a vacation previously selected and scheduled. The Village shall attempt to reschedule the vacation to a mutually agreeable time. In the event the Village cancels a scheduled vacation of an employee, the Village shall be liable for any documented monetary loss suffered by the employee for the scheduled vacation-

Section 2. Use of Vacation Time.

All regular employees shall be entitled to vacation time with pay under the following schedule:

- A. Employees who have completed one (1) full year of service shall receive 96 hours
- B. Employees who have completed five (5) years of service shall receive 3 weeks.120 hours

- C. Employees who have completed ten (10) years of service shall receive 3 weeks 2 days. 144 hours
- D. Employees who have completed fifteen (15) years of service shall receive 4 weeks. 168 hours
- E. Employees who have completed twenty (20) years of service shall receive 5 weeks. 216 hours

No employee shall be eligible to receive any benefits under this Article if he quits or resigns from the employment of the Employee without giving two (2) weeks' notice in writing of his intention to resign.

Employees shall use vacation in consecutive week periods. If a vacation day falls upon a holiday, the additional vacation day shall be taken on the next work day immediately following the vacation period. Employees shall be allowed to use one (1) week vacation allowance in one (1) day increments, but cannot take one (1) day increments on any holiday. Employees with ten (10) and less than fifteen (15) years of service who are entitled to the additional two (2) days' vacation must take the two days consecutively and cannot take them individually.

ARTICLE XXIV INSURANCE

Section 1. Hospitalization Insurance

The Employer agrees to maintain the group hospitalization policy currently in effect, during the term of this Agreement. The Employer and the Union may mutually agree to changes in the program provider so long as the benefit levels remain substantially the same or improve. The Employer agrees to provide such hospitalization insurance to all employees covered by this Agreement and their dependents, provided the employee pays the following contributions, effective upon execution of the Agreement by both parties or on July 1, 2021, whichever is later: 15% of the employer premium for any level of coverage.

Section 2. Life Insurance

The Employer shall supply each full-time employee covered by the terms of this Agreement with \$25,000.00 of term life insurance.

If any other employee group throughout the Village receives an increase in the dollar amount of life insurance, the Dispatch Center employees will also receive the increase in the dollar amount of life insurance (Me Too Clause).

Section 3. Hospitalization Insurance Upon Retirement

The Employer shall extend hospitalization insurance benefits to retired employees at premium payment participation levels which are in effect for active employees. Retirees' contributions toward insurance premiums will be the same as active employees and/or spouses (depending on coverage selected).

Where a retired employee is eligible for Medicare coverage, the Employer shall make available at the retiree's expense a Medicare Supplement policy where required to achieve coverage equivalent to hospitalization in effect for active employees.

Retired employees shall have the option to add their spouse to the insurance coverage consistent with the provisions above.

Section 4. Dental Insurance

The Employer agrees to provide dental insurance for employees and their dependents, with the Employer paying one hundred percent (100%) of the premium costs for employee coverage and fifty percent (50%) of the premium costs for dependent coverage.

Section 5. Insurance Committee

Should the Village establish a joint advisory insurance committee, it shall consist of two (2) members of the bargaining unit in addition to two (2) Village Board of Trustees and other bargaining unit members in the Village. This committee shall be empowered to research available hospitalization, dental and other relevant insurance plans, comparing their costs and benefits and shall recommend to the Village Board of Trustees possible implementation of such plans. The Village Board of Trustees shall have the final authority to implement such recommendations subject to majority approval of the membership of the bargaining unit. If the insurance carrier changes the plan for prescriptions, eye care, emergency room and other similar coverages, the Union will be informed of the change prior to the change taking effect. The Village agrees to work with the Union so as to minimize any changes in the plan which is beyond the control of the Village and not the fault of the Village but is a result of the changes dictated by the insurance carrier.

ARTICLE XXV EMPLOYEE-IN-CHARGE

Section 1. Designated

The employee-in-charge shall be that employee designated as supervisor of a shift who assumes such position in the absence of a OIC/Supervisor. This appointment shall be made by the 9-1-1 Director and Chief and shall remain in effect until rescinded by the 9-1-1 Director. Any employee designated as employee-in-charge shall not be removed from said position unreasonably.

Section 2. Salary Adjustments

The employee designated as employee-in-charge shall receive for his duties the following additional compensation: Two Dollars (\$2.00) an hour for each hour such employee worked as employee-in-charge.

An employee who acts as employee-in-charge in the absence of the designated employee in-charge shall receive an additional Two Dollars (\$2.00) an hour for each hour such employee shall serve as employee-in-charge.

ARTICLE XXVI GENERAL PROVISIONS

Section 1. ICOPS Representatives

Authorized representatives of the Union shall be permitted to visit the Department during working hours to talk with employees of the Chapter and/or representatives of the Employer concerning matters covered by this Agreement, with approval of the 911 Director.

Section 2. Right to Examine Records

The Union or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance. at reasonable times with the employee's and Employer's consent.

Section 3. Immunizations

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

Section 4. Residency

Employees of the Village, during the term of this Agreement, will not be required to reside within the Village of Calumet Park.

Section 5. Position Postings

Within one year of the execution of this Agreement, All future job opportunities shall be in compliance with the following: All available employment opportunities (excluding the 911 Director) shall be posted by the Employer with a detailed description of the requirements at least two (2) weeks in advance to seek a volunteer. Employees shall sign up for the opening in the form of a written resume. Employees shall be selected based on qualifications, ability to perform the duties and experience. Seniority shall be the deciding factor on employees with equal qualifications."

ARTICLE XXVII EMPLOYEE TESTING

Section 1. Statement of Policy

It is the policy of the Employer that the public has the reasonable right to expect persons employed by the Employer to be free from the effects of drugs and alcohol. The Village, as the Employer, has the right to expect its employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as not to violate any established rights of the employees.

Section 2. Prohibitions

Employees shall be prohibited from:

- A. being under the influence of alcohol or illegal drugs during the course of the work day;
- failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Section 3. Drug and Alcohol Testing Permitted

- 1) Where the Village has reasonable suspicion to believe that an employee is then under the influence of alcohol or illegal drugs during the course of the work day, the Employer shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. At least two supervisory personnel, including command employees in the Police Department, must certify their reasonable suspicions concerning the affected employee prior to any direction to submit to the testing authorized herein.

There shall be no random or unit-wide testing of employees, except random testing of an individual employee as authorized in § 8 below.

Section 4. Order to Submit to Testing

At the time an employee is directed to submit to testing authorized by this Agreement, the Employer shall provide the employee with a written notice, setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the Employer's decision to test. The employee shall be permitted to consult with a representative of the Labor Union at the time the notice is given. No questioning of the employee shall be conducted without first affording the employee the right to Labor Union representation and/or legal counsel. Refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

Section 5. Tests to be Conducted

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

- A. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- B. Insure that the laboratory or facility selected conforms to all NIDA standards;
- C. Establish a chain of custody procedure for both the sample collection and testing that will insure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
- D. Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee;
- E. Collect samples in such a manner as to preserve the individual employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration;
- F. Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- G. Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the Employer within seventy-two (72) hours of receiving the results

of the tests and that the chain of custody for the transfer of such sample is confirmed by a neutral third party;

- H. Require that the laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Employer inconsistent with the understandings expressed herein (e.g., billings for testing that reveal the nature or number of test administered), the Employer will not use such information in any manner or forum adverse to the employee's interests;
- I. Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of .10 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive (Note: the foregoing standard shall not preclude the Employer from attempting to show that test results between .05 - and .10 demonstrate that the employee was under the influence, but the Employer shall bear the burden of proof in such cases);
- J. Provide each employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results;
- K. Insure that no employee is the subject of any adverse employment action except emergency temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such emergency reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

Section 6. Right to Contest

The Labor Union and/or the employee, with or without the Labor Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the notice to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the Grievance Procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impair any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Labor Union.

Section 7. Voluntary Requests for: Assistance

The Employer shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Employer may require reassignment of the employee with pay if he is then unfit for duty in his current assignment. The Employer shall make available through its Employee Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the Employer, through whatever means, shall not be used in any manner adverse to the employee's interests, except reassignment as described above.

Section 8. Discipline

In the first instance that an employee tests positive on both the initial and confirmatory test for drugs or is found to be under the influence of alcohol, and any employee who voluntarily seeks assistance with drug and/or alcohol related problems, he shall not be subject to any disciplinary or other adverse

employment action by the Employer. The foregoing is conditioned upon:

- A. The employee agreeing to appropriate treatment as determined by the physician(s) involved;
- B. The employee discontinues his use of illegal drugs or abuse of alcohol;
- C. The employee completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve months;
- D. The employee agrees to submit to random testing during hours of work during the period of "after-care."

Employees who do not agree to or who do not act in accordance with the foregoing, or test positive a second or subsequent time for the presence of illegal drugs or alcohol during the hours of work shall be subject to discipline, up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing his duties or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employees shall use accumulated paid leave or take an unpaid leave of absence, pending treatment. The foregoing shall not limit the Employer's right to discipline employees for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

ARTICLE XXVIII EDUCATION AND TRAINING

Section 1. Educational Reimbursement

Employees are encouraged to increase their knowledge in the field of law enforcement, fire service or emergency communications. Therefore, for the period between July 1, 2021 to April 30, 2025 upon approval by the 9-1-1 Director or their Designee employees who enroll and attend any classes or courses relating to the law enforcement field, fire service or emergency communications, including classes required for degrees, shall be reimbursed one hundred percent (100%) up to a maximum two thousand dollars (\$2,000.00) per employee, per year, upon completion. Educational reimbursement must be preapproved by the 9-1-1 Director and will be reimbursed based upon grades: 100% reimbursement for a grade of "A"; 75% reimbursement for a grade of "B"; 50% reimbursement for a grade of "C"; no reimbursement for grades of "D", "F" or "incomplete." The employee must notify the 9-1-1 Director or their Designee by March 1st of each year of his intention to attend school. The Employer will assist any employee attending job related courses, including schedule adjustments.

Section 2. Training

The Employer shall provide opportunities for all employees to attend law enforcement related classes or courses through the police department.

**ARTICLE XXIX
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 XXX
DURATION**

Section 1. Term of Agreement

This Agreement shall be effective from July 1, 2021 and shall remain in full force and effect until April 30, 2025. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party no more than one hundred twenty (120) days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 2. Continuing Effect

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

**ARTICLE XXXI
COMPLETE AGREEMENT**

The parties acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The changes to the Memorandum of Agreement are incorporated into the new contract: The Memorandum of Agreement shall have no force and effect upon the signing of this new Agreement.

IN WITNESS THEREOF, the parties hereto have affixed their signatures this 13th day of April, 2023.

ILLINOIS COUNCIL OF POLICE

VILLAGE OF CALUMET PARK

Richard L. B...

Ronald Denson
Jelena Doyler

APPENDIX A

All of the following listed wages shall be retroactive to July 1, 2021.

OIC/Supervisors

	Current	July 1, 2021	May 1, 2022
First Year	\$21.54	\$24.00	\$24.50

OIC/Supervisors (Cont.)

May 1, 2023	May 1, 2024
\$26.50	\$27.50

Dispatchers

	Current	July 1, 2021	May 1, 2022
Starting	\$19.79	\$21.79	\$22.23
After 1 year			\$22.67
After 2 years	\$20.50	\$22.50	\$22.95
After 3 years	\$21.19	\$23.19	\$23.65
After 4 years	\$21.54	\$23.54	\$24.01

Dispatchers (the below scale is reflective of our conversations which eliminates one step in the prior scale effective May 1, 2023)

	May 1, 2023	May 1, 2024
Starting	\$24.00	\$25.00
After 1 year	\$24.30	\$25.30
After 2 years	\$25.02	\$26.04
After 3 years	\$25.50	\$26.75

Part-Time Dispatchers

	Current	July 1, 2021	May 1, 2022
Start	\$17.99	\$19.00	\$19.40
After 1 year	\$19.79	\$19.79	\$20.00

Part-Time Dispatchers (Cont.)

	May 1, 2023	May 1, 2024
Start	\$20.30	\$20.91
After 1 year	\$21.10	\$21.73

APPENDIX B

**I.C.O.P.S. APPLICATION FOR MEMBERSHIP
AND DUES DEDUCTION AUTHORIZATION**



I hereby voluntarily apply for membership in the **Illinois Council of Police** and authorize said Union to represent me as my exclusive collective bargaining representative to negotiate on my behalf all terms and conditions of employment, either into agreements on my behalf and to otherwise represent me in any and all claims and matters arising out of my employment. I hereby agree to be bound by the Constitution and By-Laws of the **Illinois Council of Police** and by any collective bargaining agreements negotiated by the Union with my Employer.

I authorize and direct my Employer _____ to deduct from my wages each pay period as provided by the Agreement between the Union and said Employer the monthly dues which may be charged by the Union in order to maintain my membership in good standing.

This authorization shall continue for the term of this contract, any extension thereof, and any successive collective bargaining agreements, unless revoked, though the dues may change from time to time. This authorization may only be revoked through written notice to the Union sent via certified mail during the ten (10) calendar day period commencing one year after the date on this card and during the same period each successive year.

Print Name _____ Job Title _____

Signature _____ Typed name constitutes signature pursuant to ECSA. Date _____

Address _____
Street City State Zip

Email _____ Date of Birth _____

Telephone _____ Cell _____

White-Union copy

Yellow-Payroll copy

Pink-Member copy