



# AGREEMENT

Between

Illinois Council of Police

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And



Town of Cicero

Covering Cicero

Desk Aides

January 1, 2022 through December 31, 2025

## Contents

INTRODUCTION .....	5
PREAMBLE .....	5
ARTICLE I RECOGNITION.....	5
ARTICLE II TOWN RIGHTS .....	6
ARTICLE III UNION-TOWN RELATIONS.....	7
3.1 Bulletin Board.....	7
3.2 No Discrimination.....	7
3.3 New Employees.....	7
3.4 Dues Check Off .....	7
3.6 Union Representatives and Visitation.....	8
ARTICLE IV GRIEVANCE PROCEDURE.....	9
4.1 Purpose And Filing Deadlines.....	9
4.2 Definitions .....	9
4.3 Procedures .....	9
4.4 Waiver and Settlement of Grievances .....	11
4.5 Appeal of Disciplinary Disputes.....	11
ARTICLE V DISCIPLINE AND DISMISSAL .....	12
5.1 Employee Security.....	12
5.2 Disciplinary Sequence .....	12
5.3 Disciplinary Meetings.....	12
5.4 Appeals from Discipline.....	12
5.5 Suspensions Pending Resolution.....	13
5.6 Access to Personnel Files .....	13
5.7 Remedies for Suspensions of More Than Five (5) Days and Discharge.....	14
ARTICLE VI SENIORITY .....	14
6.1 Definition Of Seniority.....	14
6.2 Hiring Date Conflicts.....	14
6.3 Seniority List.....	14
6.4 Probationary Period Seniority .....	15
6.5 Accrual And Non-Accrual Of Seniority .....	15
6.6 Seniority And Reduction In Force.....	16
6.7 Seniority And Vacation Scheduling .....	16

6.8	Seniority, Shift Scheduling And Days Off.....	16
6.8.5	Part-Time Swing Employees.....	17
6.9	Seniority and Overtime .....	17
ARTICLE VII EMPLOYMENT PRACTICES & PROCEDURES .....		18
7.1	Call-In Compensation .....	18
7.2	Court Time.....	18
7.3	Residency Requirement .....	19
7.4	Hours of Work .....	19
7.5	Uniforms.....	20
7.6	Replacement/Repair of Personal Property .....	20
7.7	Shift Coverage .....	20
7.8	Secondary Employment .....	20
ARTICLE VIII HOLIDAY AND LEAVES.....		23
8.1	Holidays.....	23
8.2	Personal Leave Days.....	24
8.3	Bereavement Leave.....	24
8.4	Jury Duty Leave, Court .....	24
ARTICLE IX VACATION LEAVE .....		25
9.1	Earned Paid Vacation Requirements With Change.....	25
ARTICLE X SICK LEAVE.....		25
10.1	Purpose .....	25
10.2	Sick Leave Accrual .....	25
10.3	Use of Sick Time .....	26
10.4	Family and Medical Leave .....	26
10.5	Americans with Disabilities Act .....	26
10.6	Military Leave.....	26
ARTICLE XI.....		27
HEALTH & WELFARE BENEFITS.....		27
11.1	Medical/Hospitalization/Life/Dental and Optical Insurance .....	27
11.2	Life Insurance .....	29
11.3	Immunization and Inoculations.....	29
11.4	Post Employment Medical Expenses Fund.....	29
ARTICLE XII TRAINING, CERTIFICATION & EDUCATION BENEFITS.....		30

12.1 Professional Training & Certification .....	30
12.2 Tuition Reimbursement .....	30
ARTICLE XIII BASE SALARY LEVELS .....	31
ARTICLE XIV MISCELLANEOUS WORKING CONDITIONS.....	32
14.1 Equipment Safety .....	32
14.2 Drug Screening and Testing.....	32
ARTICLE XV SEVERABILITY .....	32
ARTICLE XVI ENTIRE AGREEMENT .....	33
ARTICLE XVII DURATION.....	34

## **INTRODUCTION**

This Agreement is voluntarily entered into by and between the Town of Cicero, Illinois, hereinafter referred to as the "Town or "Employer," and the Illinois Council of Police, hereinafter referred to as the "Union," as the exclusive Collective Bargaining Agent for the Employees of the Town of Cicero who are described in the Collective Bargaining Unit described herein.

## **PREAMBLE**

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

## **ARTICLE I RECOGNITION**

The Town recognizes the Union as the sole and exclusive Bargaining Agent for all Desk Aides hereinafter referred to as "Desk Aides" and all Swing Employees (as defined in Section 6.8.5). Desk Aides and Swing Employees may, for convenience only, be hereinafter referred to as "Employees".

**Membership** - As used herein, the term "Desk Aides" and "Swing Employees" shall refer to all those persons included in the Collective Bargaining Unit described above.

Positions **EXCLUDED** from the above-described bargaining unit shall include:

Full and Part Time, Patrol Officers, Sergeants, Lieutenants, Captains, Commanders, Deputy Superintendents and the Superintendent of Police, and all civilian personnel in the Town of Cicero, and any others excluded by the Illinois Public Labor Relations Act, as amended (5 ILCS 315/14, et seq.)

The parties agree to amend this Agreement to reflect the accurate bargaining unit description should the certification issued by the Illinois Labor Relations Board be changed.

## ARTICLE II TOWN RIGHTS

The Town President, Board of Trustees, Fire and Police Commission, and the Superintendent of Police shall retain and reserve the ultimate responsibilities for the proper and ongoing management of the Cicero Police Department, according to the applicable laws, statutes and ordinances of Cicero, Cook County, the State of Illinois and the United States.

Nothing herein shall be construed to deny or restrict the Town in the exercise of its rights, responsibilities and authorities as articulated in the laws of Cicero, Cook County, the State of Illinois and the United States.

Except as limited by the express written provisions of this Agreement, it is understood and agreed that the Town possesses the sole right and authority to operate and direct the Employees of the Town and its various departments. These rights include, but are not limited to:

- A. to plan, direct, control and determine the operations, services, purpose and mission of the Town and its Employees;
- B. to determine the budget and set forth all standards of service offered to the public;
- C. to supervise and direct the work force;
- D. to establish, alter, publish and enforce reasonable rules, regulations, orders, policies and procedures;
- E. to establish work and productivity standards;
- F. to establish qualifications for employment and to hire and employ Employees;
- G. to assign or transfer or promote Employees;
- H. to demote, suspend, discipline or discharge Employees for just cause;
- I. to establish shifts and hours of employment, which are not inconsistent with the terms of this Agreement;
- J. to change or modify systems, methods, equipment and facilities;
- K. to determine the methods, means and number of personnel to carry out the Town's mission;
- L. to lay off or relieve Employees due to lack of work or funds or for other legitimate reasons; and
- M. to contract out for goods and services.

If, in the sole discretion of the Town President, it is determined that extreme civil emergency conditions exist, including but not limited to, riots, civil disorder, tornado conditions, floods, or other similar catastrophes, the provisions of this Agreement may be suspended by the

Town President during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. Should an emergency arise, the Town President shall advise the Union of the nature of the emergency and shall follow up said advisement in writing as soon thereafter as practicable,

## **ARTICLE III UNION-TOWN RELATIONS**

### **3.1 Bulletin Board**

A Union Bulletin Board of reasonable size shall be available for use in an area agreeable to the parties. Such Bulletin Board shall be available for the posting of notices and materials relating to Union activities. Such materials shall be identified with the name of the Union and shall be signed or otherwise authenticated by an appropriate Employee or representative thereof. Such materials shall not be derogatory of any person associated with the Town and shall not include items which are primarily endorsements of candidates for political office (other than offices of the Union). The Union will use its best efforts to remove outdated materials and otherwise keep the Bulletin Board tidy.

### **3.2 No Discrimination**

Neither the Town nor the Union shall discriminate against any Employee because of race, creed, religion, color, national origin, ancestry, citizenship status, marital status, military status, sex, sexual orientation, age, physical or mental disability as defined by the Americans with Disabilities Act, or Union activities.

The exclusive use of the masculine pronoun in this document is for clerical convenience only and shall be construed to include male and female Employees.

### **3.3 New Employees**

The Town agrees to notify the Union of the hiring of all new Employees whose job classifications are covered by this Agreement within ten (10) working days of the date of hire. Also, the Town shall notify the Union, within the same ten (10) working days' time period, of any change of status that results in other Town of Cicero employees becoming Employees of the bargaining unit.

### **3.4 Dues Check Off**

The Town shall deduct Union Dues from the salary of each Employee covered by this Agreement who executes a Union dues authorization card in amounts as determined by the

Union, and shall promptly transmit such funds to the Union, provided the amounts to be deducted shall be uniform for each Union member and provided the deduction is authorized in writing by the member. Union Dues shall be deducted from the salaries of Employees and transmitted to the Union on the first Friday of the month following the month in which the Union Dues are withheld from the Employees paychecks.

When the Town makes deductions for Union Dues and remits these funds to the Union, the Union shall indemnify, hold harmless and defend the Town of Cicero, its Police Department, its elected officials, agents and employees in any action, complaint or suit or other proceeding which may be brought under this Article.

### **3.6 Union Representatives and Visitation**

The Town recognizes the right of the Union to elect, appoint, or otherwise name up to two (2) Desk Aides as Chapter representatives of the Union. The names of these Union representatives, along with their designated titles, shall be provided to the Cicero Superintendent of Police and the Cicero Director of Human Resources immediately upon the conclusion of the negotiation of this Agreement, or at such other time as the identities of the Cicero Chapter Employees becomes known. Any subsequent changes in the names or titles of these Union representatives shall also be provided to the Superintendent of Police and the Director of Human Resources as such changes occur, but in any event not later than five (5) calendar days after such a change.

These Union representatives shall be deemed to be the Union's official on-site spokespersons. However, these on-site Union representatives shall not conduct Union business during regular working hours except with the permission of the Superintendent of Police or except in the carrying out of certain time-sensitive functions such as Grievance handling or the resolution of disputes between the Town and Union members.

Also, the Town recognizes the right of the Union to send representatives from its headquarters office to the Town and specifically, to the Police Department, for purposes of handling Grievances or observing and reporting on conditions under which Union members are working. Such visits by Union headquarters representatives shall be conducted during the regular shifts that Union members are working and also, appropriate notice shall be made to the Superintendent of Police or other ranking police department official whenever such visits are to be made. Such visits shall not interfere with normal Police Department functions nor shall the Town be asked to incur additional cost as a result of such visits.

The Town agrees that Desk Aides union representatives shall be able to participate in contract negotiations so long as Cicero Police Department operations are not adversely affected. Time spent participating in contract negotiations will be unpaid.



## **ARTICLE IV GRIEVANCE PROCEDURE**

### **4.1 Purpose And Filing Deadlines**

It is the purpose of this Grievance Procedure to resolve as promptly and as expeditiously as possible any allegations by the Union and/or its members of any misinterpretation of misapplication of the terms of this Agreement. Any

Grievance filed under the terms of this Article must be initiated not later than fifteen (15) calendar days after the occurrence of the event giving rise to the Grievance.

### **4.2 Definitions**

- (1) GRIEVANCE shall mean any dispute or difference involving the meaning, Interpretation or application of the provisions of this Agreement.
- (2) Any Employee covered by this Agreement may be represented by a Union official, staff representative, on-site representative or attorney at any meeting, hearing, or appeal relating to a Grievance which has been formally presented.
- (3) The President of the Union or the appropriate designee shall be advised by the employee of any meeting with the employee, hearing or appeal pursuant to applicable provisions of this Agreement relating to a written Grievance which has been filed and a representative of the Union shall have the right to attend and participate in any such meeting, hearing or appeal to the extent permitted by this agreement or applicable law.
- (4) The failure of the Grievant to act on any Grievance within the prescribed time limits articulated elsewhere in this Article will act as a bar to any further appeal within this Grievance Procedure. If the Town's designated representative shall neglect to proceed to render a decision within the time limits, the Grievance may be advanced to the next step of the Grievance Procedure. Time limits, may, however, be extended by mutual written agreement.

### **4.3 Procedures**

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

STEP 1. If the informal process with the Immediate supervisor shall fail to resolve the problem, the Grievance may be formally presented in writing to the Superintendent of Police or Deputy Superintendent of Police. The filing of the formal

written Grievance at this step must be within fifteen (15) calendar days of the date of the occurrence giving rise to the Grievance or from the date when the Grievant knew or should have known of the Incident or situation that results in the filing of the Grievance. Upon receipt of the formal written Grievance, the Superintendent of Police or Deputy Superintendent of Police will arrange for a meeting to be held within ten (10) calendar days to review the Grievance. The formal Grievance shall clearly identify all Grievants, summarize all relevant facts, identify all provisions of the Agreement allegedly violated, and describe the remedy which is requested. The Town representative shall provide a written answer to the Grievant (with a copy to the Union if the Union is not the Grievant) within fifteen (15) calendar days of the meeting. In the event the Grievance arises from a decision or action made by the Superintendent of Police or his designee, the Grievance may be initiated at Step 2 provided the time limits set forth in Step 2 are adhered to.

STEP 2. If the Grievance is not settled in Step One, the Employee may choose to have the matter brought before an arbitrator. The Employee must notify the Superintendent of Police in writing of his/her election to proceed before the arbitrator within fifteen (15) calendar days of the Superintendent of Police's answer in Step 1.

#### **A. Hearings before an Arbitrator:**

If the Employee decides to have an Arbitration Hearing, the Union may submit it to binding arbitration, provided written notice indicating such is filed with the Town President's office within fifteen (15) calendar days of the answer rendered by the Town President's office, or if no answer is filed, within fifteen (15) calendar days of the last day on which such answer was due.

Hearings before an arbitrator shall proceed as follows

1. The Town and the Union shall obtain a list of seven (7) recognized arbitrators from an organization that is recognized as providing such lists, such as the Federal Mediation and Conciliation Service. Upon receipt of such list, each party shall alternately strike a name from the list until there is one name remaining. The remaining individual shall be the arbitrator. The order of striking shall be determined by a coin toss. Each party reserves the right to strike an entire list and obtain a substitute list at its own cost. The parties may also choose an arbitrator by agreement, foregoing the need to obtain a list.
2. The arbitration hearing shall be scheduled at an agreeable time and place. The arbitrator shall have the authority to issue subpoenas for the attendance of persons and for production of documents and other relevant items. The

arbitrator shall determine the scope of the hearing. The arbitration hearing shall be scheduled at an agreeable time and place. The hearing shall be open only to the parties of interest, including Town officials and members of the bargaining unit, unless mutually agreed otherwise.

3. The arbitrator shall use his/her best efforts to issue a written award no later than sixty (60) days from the close of hearing. The award shall set forth the findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator may interpret the Agreement but shall have no authority to ignore, add to, take from or modify any of the provisions of the Agreement. The parties may agree to submit more than one (1) Grievance to the same arbitrator and may agree to consolidate similar Grievances before a single arbitrator.
4. The decision of the arbitrator shall be final and binding on the parties to the hearing.
5. The costs and fees of the arbitrator shall be borne equally by the Union and the Town, as well as any attendance fees assessed by a court reporter/stenographer, if utilized. Each party shall be responsible for its own costs, including attorney's fees and transcript fees.
6. The Town will release the Grievant and one (1) local Union representative from duty to attend the arbitration hearing without loss of pay as long as the hearing is held during the Grievant's and Union representative's normal duty hours. Neither witnesses nor Union representatives shall be paid additional compensations or overtime compensation if the hearing cannot be held during their normal working hours.

#### **4.4 Waiver and Settlement of Grievances**

If an Employee or the Union fails to file the Grievance within fifteen (15) calendar days of the circumstances giving rise to the Grievance or when such circumstances giving rise to the Grievance are known to the Employee or the Union, the Grievance is waived.

If an Employee or the Union fails to appeal the Grievance to the next step of the Grievance Procedure within the time limits specified in each step, the Grievance will be considered settled on the basis of the last answer. Neither the Union nor the Grievant may then advance the Grievance once it is settled. If the Town fails to meet a deadline, the Grievant or the Union may consider the Grievance denied and advance the Grievance to the next step, including Step Four (binding arbitration).

#### **4.5 Appeal of Disciplinary Disputes.**

The appeal of disciplinary disputes shall be processed through the provisions found in Article V.

## **ARTICLE V DISCIPLINE AND DISMISSAL**

### **5.1 Employee Security**

Employees covered by this Agreement shall not be relieved from duty without pay, suspended without pay, discharged, or disciplined in any manner without the Town or the Command Level of the police department having first established just cause. Any such disciplinary action shall be administered in a timely and progressive manner.

### **5.2 Disciplinary Sequence**


The typical disciplinary sequence for any Employee covered by this Agreement shall be: (1) Verbal Warning; (2) Written Warning, with a copy to the Employee's personnel file; (3) Suspension without pay; (4) Dismissal; however, the Town reserves its right to implement progressive discipline wherein it may skip a step(s) in the disciplinary sequence depending upon the circumstances and the nature and severity of the infraction.

### **5.3 Disciplinary Meetings.**

Any full-time Desk Aide covered by this Agreement is entitled to Union representation at any meeting or hearing called for the specific purpose of disciplining the Employee. If a non-disciplinary meeting turns into a disciplinary meeting, the Employee is entitled, upon the employee's request, to recess the meeting until Union representation can be obtained before continuing with any such disciplinary meeting.

### **5.4 Appeals from Discipline**

1. **Oral, Written, and Suspensions of Five (5) Days or Less.** Oral and written reprimands and suspension of five (5) days or less shall be considered final and an Employee cannot appeal or grieve them.
2. **Suspensions of More Than Five (5) Days and Discharge.** A non-probationary employee may appeal any suspension of more than five (5) days or discharge to an Arbitrator by filing a demand for arbitration within fifteen (15) calendar days of the Superintendent of Police's decision in Step 1 of the Grievance procedure in Article IV above.


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3. **Probationary Employees.** Probationary Employees may not appeal any discipline.

## **5.5 Suspensions Pending Resolution**

Any Desk Aide covered by this Agreement who is suspended pending the adjudication of charges brought by the Town or the Command Level of the Police Department shall be suspended with or without full pay, at the discretion of the Town, pending the outcome of any internal investigation, disciplinary proceeding, misdemeanor criminal charge or Union Grievance that directly relates to the matter. The Employee's benefits will remain intact until termination, if any.

## **5.6 Access to Personnel Files**


Personnel files kept by the Town on all Employees covered by this Agreement shall be regarded as confidential to the extent required by law and information contained in these files shall not be made available to public or private agencies or to the news media or to credit reporting services or other such agencies without the express consent of the Employee involved, unless otherwise required by law, except to the extent that the Town may verify an Employee's employment status, employment dates, position, and salary.



Also, individual Employees shall have reasonable access to their own individual personnel files at least once each calendar year upon prior written notice to the Director of Human Resources or his/her designee pursuant to the Illinois Personnel Record Review Act; however, the Town and the Union agree that such access to personnel files will be granted not more than thirty (30) calendar days after the initial written request is submitted. Employees may request copies of any such materials contained in these files.

Further, after one (1) year from the date discipline is issued, the Town agrees to purge and remove from these files all oral reprimands in these personal files providing these infractions or violations described have not been repeated in the ensuing one (1) year. After five (5) years from the date discipline is issued<sup>1</sup>

the Town agrees to purge and remove from these files all written reprimands in these personal files providing these infractions or violations described have not been repeated in the ensuing five (5) years. All suspensions and discharges shall remain in the Employee's file regardless of when issued. All documents purged from an Employee's personnel file pursuant to this Section may be maintained in a separate collective file in Human Resources for purposes of recording disciplinary actions against Town employees.



Employees will not be required to indicate any specific reasons why they may want to review their personnel files and make copies of the materials therein, but if any State of Illinois statutes or Federal law holds that certain specific materials in such files need not be made available to individual Employees, then such materials may be withheld by the Town.

## **5.7 Remedies for Suspensions of More Than Five (5) Days and Discharge**

In discipline appeals of suspensions of more than five (5) days and/or dismissal of a non-probationary Employee, the Arbitrator shall have the authority to order restoration of employment, including back pay and full seniority rights. In such cases, the Arbitrator shall reduce any back pay award

by any amount earned by the Employee during the period he or she was not working for the Town and by any Unemployment Compensation payments earned during such period

## **ARTICLE VI SENIORITY**

### **6.1 Definition Of Seniority**

Police Department seniority shall apply to all full-time Desk Aides whose original date of hire was as a Desk Aide. Police department seniority shall date from the Employee's earliest date of continuous employment as a Desk Aide. Police department seniority shall be used to determine the status of individual Employees in matters of vacation and shift scheduling, transfers or promotions within the Bargaining, reduction in force within the Bargaining Unit, opportunities to work overtime within the Bargaining Unit, opportunities to bid for specific assignments within the Bargaining Unit, training opportunities within the Bargaining Unit, and such other matters that may arise from time to time and which may require a fair and equitable means of choosing one Employee over another.

### **6.2 Hiring Date Conflicts**

In the event that more than one Employee covered by this Agreement has the same date of hire, seniority of the Employees involved shall be resolved based on the dates original applications for work as a Desk Aide were received by the Town. In the event that seniority still cannot be determined, then by alphabetical order of the Employee's last names.

### **6.3 Seniority List**

The Town agrees to prepare a Seniority List for Desk Aides on an annual

basis, not later than December 31st of each year, and to provide the Union with a copy of such list, which the Union may then post on its Union bulletin Board. In the event of errors or disputes over names or dates appearing on the Seniority List, the Union will call these

matters to the attention of the Town as they arise. As new Employees are hired or as others leave the employ of the Town, their names shall be added to or removed from the Seniority List not later than thirty (30) days from the date of such charges. The Town agrees to provide the Union with such updated Seniority Lists as they become available

#### **6.4 Probationary Period Seniority**

All newly-hired Desk Aides shall be considered probationary Employees until they successfully complete a probationary period of eighteen (18) months from the date of hire.

If a probationary Employee does not successfully complete his/her probationary period, the Town may terminate his/her employment. Seniority among probationary Employees shall not apply until after they complete their probationary period, in which case they shall then be deemed to have accrued eighteen (18) months of seniority (if a Desk Aide) or twenty-four (24) months of seniority (if a Swing Employee) with the police department. The Superintendent of Police may extend a given Employee's probationary period for one time for a three-month period, if, at the Superintendent's discretion, that Employee requires additional time to qualify as a Cicero Police Department Desk Aide or a Swing Employee. However, all appropriate benefits, including ranking on Seniority List, shall accrue to all covered Desk Aides who have completed eighteen (18) months of service in the police department, whether or not their probationary periods have been extended.

#### **6.5 Accrual And Non-Accrual Of Seniority**

Seniority shall accrue on a continuous basis following the eighteen (18) month probationary period (if a Desk Aide) and a twenty-four (24) month probationary period (if a swing employee) and shall be a determining factor in all such matters in which Employees shall be deemed to have the right to choose. Seniority shall not accrue during any periods in which an employee is on an unpaid authorized leave of absence or an unpaid disciplinary suspension in excess of thirty (30) days. However, seniority shall continue to accrue during any sick leave or disability leave less than thirty (30) days that an Employee may experience. Seniority shall also accrue during any work-related disability leave that an Employee may experience, provided that such leave does not

exceed twelve (12) months. After thirty (30) continuous days of non-work related sick/disability leave or after twelve (12) continuous months of work related sick or disability leave, Employees shall not continue to accrue seniority. However, any seniority such Employees have accrued up to that point shall continue to be carried by the Town in their names. Further, any Employee who returns to work as a Desk Aide following extended sick leaves or extended disability leaves shall be entitled to claim and exercise all Bargaining Unit seniority they have accumulated up to the point that their seniority ceased to accrue and, upon their return to active duty, the seniority of such Employees shall once again continue to accrue.

Seniority shall be terminated whenever an Employee resigns, is discharged for cause, retires, or has been laid off during a reduction in force and not called back for one (1) year.

## **6.6 Seniority And Reduction In Force**

If a reduction in force becomes necessary, it shall be implemented following the principle of reverse seniority, meaning the last Employees hired shall be the first to be laid off or terminated.

Further, any Employee removed from the Cicero Police Department as a result of this procedure shall be subject to recall for a period of one (1) year before any new Employees are hired to replace them.

## **6.7 Seniority And Vacation Scheduling**

Yearly, vacation periods will be picked before December 1st, for the following year. Vacations shall be selected and scheduled based on seniority within the Desk Aide's bargaining unit, except that the Superintendent of Police or his designee shall function as a tiebreaker in the event two (2) or more members with comparable levels of seniority choose the same time period or periods for their vacations. Vacation must be taken in whole weeks. If the vacation time is taken in spilt segments (i.e., one (1) week and then two (2) weeks), the first segment is picked by seniority and the second segment is picked after those less senior Employees have selected their vacation time.

## **6.8 Seniority, Shift Scheduling And Days Off**

Once each year, in November for the following calendar year, Full Time Desk Aides shall select their shift by departmental seniority except as modified by the operational needs of the Department. Each Employee shall list two (2) choices of shift. To the extent possible based upon seniority and operational needs of the Department, the Employees shall receive either his/her first choice, or if not possible, his/her second choice.

The Town agrees that seniority shall be the determining factor in allowing Employees to bid on or otherwise select the shifts they will work. The final authority for approving such selections shall reside with the Superintendent of Police and shall reflect the overall staffing needs of the Department. Notwithstanding anything contained in this Section 6.8, the parties acknowledge the operational need of the department to staff as many shifts as possible with a female employee. Accordingly, the Town may use the employee's sex as a determining factor in shift. assignment. In that case, seniority within the same sex shall be the determining factor.



Nothing herein requires the Town to staff each shift with a female employee or with two (2) employees.

Days off are assigned by the Town based on Police Department needs and without regard to seniority.

#### **6.8.5 Part-Time Swing Employees**

The parties agree that the Town may employ up to two (2) part time employees ("Swing Employees") to perform bargaining unit work in the Desk Aide Unit and in the Detention Officer Unit, as set forth herein and as allowed in the Detention Officer Collective Bargaining Agreement. These Swing Employees will be members of the Desk Aide Unit.

Swing Employees may bid on regular shifts on the basis of seniority after all Full-Time bargaining unit members have bid and been placed on shifts. Swing Employees are not guaranteed a certain number of hours per week, per month, or per year, but may not work over twenty-five (25) hours per week between both the Desk Aide Unit and the Detention Officer Unit.

#### **6.9 Seniority and Overtime**

Scheduled overtime assignments shall be based on Desk Aides' department seniority, except if a particular level of training or expertise is required for a particular overtime assignment or detail or if the operational needs of the department require a female employee work a particular shift, then that assignment may be granted to an Employee of lesser seniority. Such overtime shall be assigned on a rotating basis to full time bargaining unit members, except as provided herein.

Unscheduled overtime shall be offered on a seniority basis to those employees working the shift prior to the shift on which overtime is needed, such that the employees working the shift before the shift on which overtime is needed are offered on a seniority basis four (4) hours of overtime which they can choose to serve on a holdover basis. Thereafter, the remaining hours of the shift or the entire shift (if the employees working the shift prior to the shift on which overtime is needed decline to holdover) may be offered (in no particular order) to: Full Time Desk Aides, Swing Employees, Community Service Officers, Part Time Police Officers and/or Full Time Police Officers.

In the case of scheduled overtime, if there are no volunteers from the rotating seniority method, the overtime may be assigned (in no particular order) to the least senior Employee or may be offered to Swing Employees or Community Service Officers, Part Time Police Officers and/or Full Time Police Officers.

In the case of unscheduled overtime, if there are no volunteers from the method set forth above, the overtime will be assigned to the least senior Full Time Employee.

## **ARTICLE VII EMPLOYMENT PRACTICES & PROCEDURES**

### **7.1 Call-In Compensation**

Except as provided for herein the Town agrees that any Desk Aide who is called in prior to the start of a regularly scheduled shift, or who is called in on what would otherwise be a regularly scheduled day off, or who is called back after the end of a regularly scheduled shift, shall be compensated for a minimum of two (2) hours to be paid at the appropriate overtime rate of pay, or compensatory time at one and one half (1 ½) times the regular rate. An Employee who is called back to work to correct his own error, which cannot wait until the Employee's next regular tour of duty, may not be compensated.

### **7.2 Court Time**

Employees required to attend or remain on stand-by for court, outside their regular work hours, shall be compensated at the overtime rate, with a minimum of two (2) hours, or the actual time spent in court, whichever is greater. Employees required to attend court while off-duty shall receive a minimum of three (3) hours, or the actual time spent in court, whichever is greater. Court pay only applies when the Employee appearing on behalf of the Town of Cicero in an official capacity as a Desk Aide; it does not apply if the Desk Aide is a defendant in a case unrelated to his profession.

In addition, the Employee shall receive thirty-two cents (.32¢) per mile for court attendance, when such Employee uses a non-departmental vehicle (private vehicle). For the purposes of calculation, the Cicero Town Hall shall be used to calculate round trip mileage.

Witness fees provided in civil proceedings which arise out of the Employees employment shall be turned over to the Town in order to receive court compensation

### **7.3 Residency Requirement**

Employees are required to reside within the following boundaries:

North: North Line of Illinois State Route 22

South: South Line of Interstate 80

East: Lake Michigan/Indiana State Border

West: West Line of Illinois State Route 59

### **7.4 Hours of Work**

All time in excess of the hours worked in a normal week, forty (40) hours, Sunday through Saturday, is overtime and shall be compensated as provided in this Article.

Each Employee who works an eight (8) hour shift shall be allowed a thirty (30) minute meal period and two (2) fifteen (15) minute breaks if circumstances permit during each tour of duty.

All overtime hours, whether of an emergency nature or non-emergency nature, shall be paid at one and one-half (1 ½) times the Employee's actual hourly rate of pay for the overtime work performed. For purposes of calculating hours for over-time compensation, all compensated hours, such as vacation, sick leave, holidays, and other compensated time off shall be counted in the normal work week. Employees may opt to take overtime in compensatory time due, calculated at the same overtime rate. Compensatory time must be used within three (3) months of the date from which it was earned. Up to a maximum of twenty four (24) hours may be carried over from year to year (beyond December 1), but must be used up by April 1 of the following year. All hours in excess of twenty-four (24) hours as of December 1 and compensatory time not used within the three (3) month period, will be paid off at the Employee's then current hourly rate of pay (based on the time and one half (1 ½) formula).

In the event an emergency is declared by the Town, as many of the Employees as deemed necessary shall be continued on duty for such number of hours as may be necessary, but all such Employees shall be granted the applicable overtime rate.

## **7.5 Uniforms**

The parties shall continue to abide by the status quo regarding uniforms for the term of this Agreement.

## **7.6 Replacement/Repair of Personal Property**

The Town agrees to repair or replace as necessary an Employee's eye glasses, contact lenses, and prescription sun glasses if such are damaged or broken during the course of the Employee's duties while the Employee is required to exert physical force or is attached by another person. Incidents are to be documented with the Employees' immediate supervisor.

## **7.7 Shift Coverage**

The Town agrees that it shall maintain a force of Desk Aides consisting of Full Time and Swing Employees to cover each and every shift for each and every day of the year, with Desk Aides assigned to each of the three shifts, except as specifically provided in Section 6.8 Section 6.8.5, and this section 7.7.

## **7.8 Secondary Employment**

### **1. Definition:**

Secondary employment is an extra departmental activity for which any Employee is being compensated in salary, wages or commission or other valuable consideration for labor or services performed for another or in self-employed status.

### **2. Policy:**

- (a) The duties and obligations of the Police Department take priority over any other employment. Employees who engage in secondary employment are reminded that their primary responsibility is to the Town and to the Department.
- (b) A secondary employer of an Employee engaging in secondary employment will not receive preferential treatment by the Town.
- (c) The Town will not assume liability for the actions of an Employee during the actual hours of work in secondary employment
- (d) In the event an Employee incurs an injury during the hours for which the Employee will receive remuneration from a secondary employer as

salary, wages or commission or other valuable consideration, the Employee will not be classified by the Department as "Injured on Duty."

- (e) An Employee will neither represent himself as a Desk Aide nor wear the prescribed uniform during secondary employment.
- (f) Employees engaged in secondary employment in a security capacity will neither request nor be credited with overtime compensation in either time or cash for arrests or court appearances which occur solely as a consequence of their secondary employment.
- (g) Any Employee desiring to engage in secondary employment shall submit a written request, on the prescribed form, for approval to the Superintendent or his/her designee which shall not be unreasonably denied. Any denial shall contain reason(s) for the denial in writing and Issued to the affected Employee.

3. Restrictions:

When any of the below conditions are present, secondary employment is prohibited, or if any of the below arise during the course of pre-approved secondary employment, the Employee shall leave that employment immediately upon learning of the prohibition:

- (a) the Employee has failed to submit a properly completed secondary employment request form which contains provisions for approval by the Town;
- (b) the agency, firm or establishment for which the secondary employment is to be performed is not properly registered or licensed as required by law or ordinance;
- (c) the use of official police authority, powers, records or services is a condition of secondary employment;
- (d) the secondary employment would require the Employee to avail himself/herself of official police equipment, records, documents, files or other official information not available to the public;
- (e) working conditions, hours of work, or location where the secondary employment is performed tend to impair the Employee's efficiency or capabilities as an Employee or interfere with the Employee's response to emergency calls. An Employee shall provide a sufficient amount of time between secondary employment and the start of a tour of duty to allow for ample rest and relaxation;

- (f) secondary employment is in an establishment where the primary business is the sale of intoxicating liquor. In no instance will an Employee be permitted to serve as a bartender to dispense intoxicating liquor or to serve as a cocktail waiter or waitress;
- (g) secondary employment or the place at which it is to be performed is such as to bring either the Town, or the Department or the Employee into disrespect or disfavor;
- (h) secondary employment is of such nature that it may be reasonably considered by the public to be an official act of the Town or the Department thereof;
- (i) secondary employment would tend to influence the exercise of impartial judgment on any matter coming before the Employee in the course of the Employee's official duties;
- (j) secondary employment would involve work which the Employee would be expected to do as part of his/her regular duties;
- (k) secondary employment involves management of a business closely related to the official work of the Employee;
- (l) secondary employment would result, at any time, in a conflict of interest or might encourage on the part of the members of the general public a reasonable belief of a conflict of interest; i.e., conducting or participating in a defense investigation for a litigant in a lawsuit against the Town or the Department;
- (m) secondary employment at any location or facility that offers alcohol or prescriptive medications for sale or consumption may only be performed with the advance written approval of the Superintendent. The Superintendent reserves the right to deny such service if in the best interests of the Town and/or Department.

4. Violation: Violation of this Article may subject the Employee to disciplinary action.

## ARTICLE VIII HOLIDAY AND LEAVES

### 8.1 Holidays

The following are the thirteen (13) days that shall be recognized on the actual day as paid holidays:

New Years Day	Martin Luther King's Birthday
Washington's Birthday	Easter
<u>Juneteenth</u>	Memorial Day
Independence Day	Labor Day
Columbus Day	Thanksgiving Day
Christmas Eve Day	Christmas Day
Veteran's Day	

Desk Aides who are required to work on a holiday, shall receive one-half (1/2) of the normal scheduled hours as additional pay, and shall be granted an additional day off, at their regular rate of pay, within the same calendar year.

Such days off shall be taken at a time mutually agreed upon by the Desk Aide and his/her supervisor.

Swing Employees who work on a holiday shall receive one-half (1/2) of the normal scheduled hours as additional pay.

Desk Aides whose regularly scheduled day off coincides with an established holiday, or who are on vacation, and are required to work that holiday, shall receive double their hourly rate of pay, in addition to another day off, at the regular rate of pay, within the same calendar year. Such additional days off shall be taken at a time mutually agreed upon by the Desk Aides and his/her supervisor.

Desk Aides whose regularly scheduled day off coincides with an established holiday, will be granted an additional day off, at their regular rate of pay, at a time mutually agreed upon by the Desk Aide and his/her supervisor.

## **8.2 Personal Leave Days**

Desk Aides shall be entitled to receive, in addition to other day off specified herein, two (2) paid personal days off per year. Personal days off must be taken within the calendar year in which they are earned and may not be carried forward without written permission of the Superintendent of Police. If a Desk Aide is unable to use Personal days, they shall be paid out during the month of December in the year in which they occur. Personal days off shall be taken at a time which is mutually agreed upon by the Desk Aide and his/her supervisor and no time off request shall be unreasonably denied.

Swing Employees are not entitled to Personal Leave days.

## **8.3 Bereavement Leave**

Up to four (4) days leave with pay shall be granted in the event of a death of an Employee's immediate family member, spouse, child or step/child, mother, father, brother, sister, step/father, step/mother, grandparent, grandparent of spouse, grandchild, mother-in-law, father-in-law, step/brother or step/sister

## **8.4 Jury Duty Leave, Court**

Any Desk Aide covered by this Agreement who is summoned as a witness in a Criminal or Civil Court proceeding or is summoned and reports for jury duty shall be granted leave to fulfill such duty. The Town shall compensate any Employee who is required to serve as a juror at his or her regular rate of pay, assuming such court or court-related appearance takes place on the day when the Employee would have been scheduled to work. The Town shall compensate any Employee who, because of his/her work as a Desk Aide is required to participate in a Criminal or Civil Court proceeding at his or her regular rate of pay, assuming such court or court-related appearance takes place when the Employee would have been scheduled to work. The Employee shall present proof of such service to the Superintendent of Police or his designee. Any fees or expense reimbursements that are paid to the Employee for such duty by the court shall, in turn, be paid by the Employee to the Town.

Swing Employees are not entitled to Jury Duty Leave.



## ARTICLE IX VACATION LEAVE

### 9.1 Earned Paid Vacation Requirements With Change

The Town agrees that all full-time Employees shall earn paid vacation time off according to the following schedule:

YEARS OF SERVICE	WEEKS OF VACATION
After one (1) year through five (5) years completed	80 hours
Beginning six (6) years through ten (10) years completed	120 hours
Beginning eleven (11) years through fifteen (15) years completed	160 hours
Beginning the sixteenth (16th) year	200 hours

Full-Time Employees are entitled to select their vacations for the next year based on what their completed years of service up to and including June 30th of the calendar year for which the vacation is selected.

Swing Employees are not entitled to vacation leave.

## ARTICLE X SICK LEAVE

### 10.1 Purpose

Paid sick leave is a benefit to be used by a Desk Aide for his/her own personal illness or disability, including that relating to pregnancy and childbirth, and for any other family members to the extent permitted by law to keep medical or dental appointments which cannot otherwise be scheduled on off-duty time.

### 10.2 Sick Leave Accrual

All Desk Aides covered by the terms of this Agreement shall be entitled to sick leave in accordance with the following provisions:

1. Paid sick leave shall be earned and accumulated at the rate of one (1) day per month to be credited at the end of each month.
2. Paid sick leave may be accumulated to a maximum of one hundred twenty (120) days.

3. Retiring, terminated; or resigning Employees will not be compensated for their accumulated but unused sick time.
4. Swing Employees are not entitled to sick leave.

### **10.3 Use of Sick Time**

In the event an Employee is unable to work due to illness or injury<sup>1</sup> he/she must inform his/her supervisor at least one (1) hour prior to the start of the scheduled work day. Failure to inform the supervisor each day of absence, or at agreed intervals in the case of an extended illness, will result in the loss of pay. Employees will comply with such reporting rules as may be established by the Superintendent of Police.

The Town retains the right to take corrective steps to deal with abuse of sick leave or if an Employee has prolonged and/or frequent and regular absences which hinder the conduct of his/her responsibilities. Such corrective steps may include medical consultations, informal or formal disciplinary action including dismissal.

Any Employee who is absent due to illness on the day immediately preceding or immediately following a holiday or regular day off, may be required to undergo an examination by a physician employed by and whose services are paid by the Town of Cicero.

### **10.4 Family and Medical Leave**

The parties will comply with the Federal Family and Medical Leave Act, as the same may be amended from time to time. All paid sick leave shall be taken concurrently with FMLA leave.

### **10.5 Americans with Disabilities Act**

The parties will comply with the American with Disabilities Act, as the same may be amended from time to time.

### **10.6 Military Leave**

The parties agree that they will be bound by the provisions of all state and federal military leave statutory requirements, as the same may be amended from time to time, during the duration of this Agreement.

## **ARTICLE XI**

### **HEALTH & WELFARE BENEFITS**

#### **11.1 Medical/Hospitalization/Life/Dental and Optical Insurance**

The Town of Cicero shall provide to Desk Aides covered by this Agreement Life, Medical, Health, and Dental Insurance for such employees and their eligible dependents under the terms and conditions, as further described in Appendix A. The Town shall maintain an IRS Section 125 Plan that will allow employees' monthly contributions to be made in accordance with such plan.

Swing Employees are not entitled to Health and Welfare Benefits.

#### **SECTION A.1: HEALTH/HOSPITALIZATION, DENTAL, AND OPTICAL INSURANCE**

Effective upon the ratification of this Agreement, Desk Aides covered herein shall be subject to the benefits, terms and conditions of the Health and hospitalization, Dental and Optical Insurance provided by the Town.

Except as provided herein, the Town agrees to maintain the current Health and Hospitalization, Dental, and Optical Insurance coverages and benefits in substantially the same manner and net benefit level as provided other Town employees during the term of this Agreement.

The Town reserves the right to continue to self-insure, become fully insured and/or to participate in a health maintenance organization as it deems appropriate so long as the Town provides substantially similar group Health and Hospitalization, Dental, and Optical Insurance coverage and benefits as are provided to all other full-time Town employees who are not members of the Union's bargaining unit.

However prior to making changes to the coverage and benefits of the group Health and Hospitalization Plan, Dental Plan, Optical Plan, and prior to any agreements with insurers that would change group Health and Hospitalization, Dental, and/or Optical insurance coverage and benefits, the Town will notify the Union at least thirty (30) days in advance of such contemplated changes and of the precise nature of those changes.

Upon request, the Town will meet with the Union for purposes of obtaining the Union's input regarding these changes. This notification does not impose an obligation upon the Town to

bargain with the Union over these contemplated changes or to resolve any disagreements through statutory or contractual impasse procedures. Rather, the notice provides the Union with the framework for discussions so the Town can obtain the Union's views and suggestions prior to the Town exercising its authority to implement changes to insurance benefits and coverage.

## **SECTION A.2: PREMIUM SHARING**

Effective the first pay period following the execution of the Agreement, Desk Aides shall pay the percentage of the monthly premium cost for Town- provided single or family health insurance coverage (medical, dental and vision) as follows: Effective the date of execution of this Agreement through the duration of this Agreement, employee shall contribute: the lesser of 17% of

the premium for the plan in which they are enrolled, or the percent contributed by the Town's non-bargaining unit employees.

No Desk Aid will contribute for insurance until all non-union employees also contribute for health insurance. If the amount contributed by the non-union employees is less than what is stated in this Agreement the Desk Aid will pay the lesser of the two amounts, but never more than what is specified in this Agreement.

## **SECTION A.3: DEDUCTIBLES**

On and after January 1, 2017, and each year during the term of this Agreement on January 1st, the deductibles may be subject to change.

## **SECTION A.4: COST CONTAINMENT**

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

## **SECTION A.5: TERMS OF POLICIES GOVERN**

The extent of coverage under the insurance policies referred to herein shall be governed by the terms and conditions of the Plan Documents. Any questions concerning coverage shall

be resolved in accordance with the terms and conditions in Plan Documents and shall not be subject to the grievance procedures set forth in this Agreement.

## **11.2 Life Insurance**

Each full time Desk Aide will receive a \$10,000 Life Insurance Policy, paid for by the Town. Swing Employees are not entitled to the Life Insurance benefit.

## **11.3 Immunization and Inoculations**

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

## **11.4 Post Employment Expenses Fund**

The parties agree that, in the future, they may open negotiations about Employee involvement in a Town sponsored fund to pay for retirement related expenses (commonly known as a Voluntary Employee's Beneficiary Association or Section 115 Trust) under the following guidelines:

- a. The parties must mutually agree to reopen negotiations regarding the VEBA or Section 115 Trust; and
- b. For purposes of the midterm opening of this section only, neither party may force the other to interest arbitration but both parties may agree to submit the issue to final and binding interest arbitration.
- c. If there is an agreement to by the Employer and the negotiating committee for the Local, the Employer understands and agrees that any agreement is subject to ratification by the bargaining unit.
- d. If either party refuses to open negotiations, or if after opening negotiations, the parties cannot come to an agreement, or if the bargaining unit fails to ratify any agreement, then the status quo shall remain in effect until normal successor bargaining takes place.

## **ARTICLE XII**

### **TRAINING, CERTIFICATION & EDUCATION BENEFITS**

#### **12.1 Professional Training & Certification**

The Town agrees that all Employees covered by this Agreement shall be eligible to participate in professional training classes and upgrading programs and shall be encouraged to do so. In all cases, Employees who participate in such training at the direction of the Town shall be paid at their regular rates of pay and where appropriate at overtime rates of pay. It shall be the responsibility of the Town to determine when and where such Employee training programs will be conducted. However, Employees may recommend appropriate training programs for themselves that would ultimately improve their skill levels and their professional abilities. If said training is approved, the costs for such professional training and/or certification programs shall be borne entirely by the Town.

Employees who participate in such programs shall do so only upon the prior approval of the Superintendent of Police or his designee. Employees who travel outside Cicero for such training shall be compensated for mileage at the rate determined by the IRS if not using a Town vehicle.

#### **12.2 Tuition Reimbursement**

When a Desk Aide is enrolled in an accredited university, college, junior college, or other educational program; and the course and/or degree program being undertaken is related to the Employee's duties, and said courses or program have been pre-approved by the Employer, the Town of Cicero shall

reimburse the Employee for one hundred percent (100%) of all tuition for courses in which either a grade of "A" or "PASSING" (as in PASS/FAIL courses) is obtained, seventy-five percent (75%) will be paid for a passing grade of less than "A" and equal to or greater than a "C". The Town will not reimburse an Employee for his/her tuition for grades less than a "C".

The Town will pay for a maximum of three thousand dollars (\$3,000.00) per year limited by a lifetime maximum of ten thousand dollars (\$10,000.00).

Reimbursement must be sought within thirty (30) days of the Employee's receipt of his/her grade. The Town at its discretion, may require proper proof and receipts for all Courses for which reimbursement is sought.

### Obligations Under the Reimbursement Program

Employees who receive tuition reimbursement from the Town are expected to remain in the employ of the Town of Cicero for two (2) years from the date the last course is completed.

In the event the Employee voluntarily resigns, retires or otherwise terminates his own employment status with the Town of Cicero, the Employee shall be liable to pay back the tuition reimbursement in accordance with the following.

If an Employee voluntarily leaves the job from:

- a. one (1) year or less after completion of course(s) -100% pay back;
- b. more than one (1) year but less than two (2) years after completion of the course(s)- 50% pay back;
- c. two (2) years or more after completion of the course(s) - zero (0%) pay back.

## **ARTICLE XIII BASE SALARY LEVELS**

Base Salary Levels are as follows:

<b>Years of Service</b>	<b><u>1/1/2022</u></b>	<b><u>1/1/2023</u></b>	<b><u>1/1/2024</u></b>	<b><u>1/1/2025</u></b>
	<b>Equity Adjustment</b>	<b><u>3.0%</u></b>	<b><u>3.25%</u></b>	<b><u>3.5%</u></b>
Start	\$36,850.77	\$37,956.29	\$39,189.87	\$40,561.52
After 3 years	\$44,871.94	\$46,218.10	\$47,720.19	\$49,390.39
After 5 years	\$46,414.94	\$47,806.95	\$49,360.67	\$51,088.29
After 10 years	\$47,957.05	\$49,395.76	\$51,001.12	\$52,786.16
After 15 Years	\$49,429.58	\$55,429.58	\$57,092.47	\$61,011.15

Yearly percentage increases (equity adjustment, cost of living adjustments and including step movement) shall be retroactive for current members in the bargaining unit back to January 1, 2022

## **ARTICLE XIV MISCELLANEOUS WORKING CONDITIONS**

### **14.1 Equipment Safety**

The Town **agrees** that no unsafe or improperly maintained or non-functioning equipment shall be assigned to Employees covered by this Agreement.

### **14.2 Drug Screening and Testing**

All applicants for employment as Town of Cicero Employees shall be required to take and pass a standardized drug screening process before being hired by the Town. Testing of such applicants shall be done according to State of Illinois and/or Federal guidelines and statutes, and shall be performed specifically according to the terms and conditions of the Illinois Controlled

Substances Act 720 ILCS 570/101. All Employees shall **abide** by the drug policy attached as Appendix B.

## **ARTICLE XV SEVERABILITY**

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



## **ARTICLE XVI ENTIRE AGREEMENT**

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

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

## ARTICLE XVII DURATION

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

Should the parties arrive at an impasse during the period of negotiations, then the Employer and the Union do mutually agree to seek mediation from the Illinois Department of Labor.

This Agreement may be executed in counterparts.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the parties hereby affix their signatures this 26<sup>th</sup> day of September, 2023.

FOR

THE TOWN OF CICERO



Hon. Larry Dominick

President

FOR

ILLINOIS COUNCIL OF  
POLICE



Richard L. Bruno

President

Attest:



Hon. Maria Punzo-Arias

Clerk

## Memorandum of Understanding

This Memorandum of Understanding is entered into by the Illinois Council of Police and the Town of Cicero Illinois, collectively "The Parties." The Parties agree as follows;

Any employee working or still working for the Town of Cicero during the ratification and approval of the Collective Bargaining Agreement (CBA) by the Town Council will receive an additional \$2,500 signing bonus in the month following the approval of the CBA.

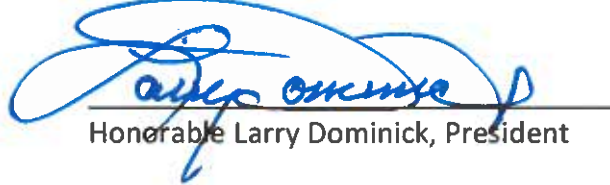
Agreed to on September 26, 2023.

Illinois Council of Police



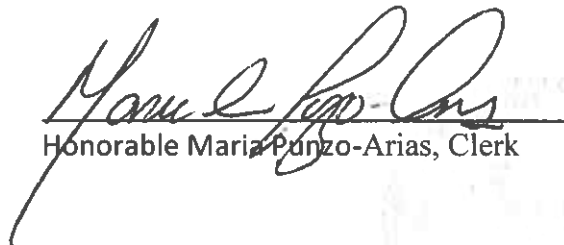
Richard L. Bruno, President

Town of Cicero



Honorable Larry Dominick, President

Attest



Honorable Maria Punzo-Arias, Clerk