

VILLAGE OF ORLAND HILLS
and
ILLINOIS COUNCIL OF POLICE
Part-Time Patrol Officers

May 1, 2025 through April 30, 2029

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE I RECOGNITION	1
Section 1.1: Unit Description.....	1
Section 1.2: Chief of Police	1
ARTICLE II UNION DUES DEDUCTION	1
Section 2.1: Dues Deduction.....	1
Section 2.2: Indemnification.....	2
ARTICLE III UNION AND LOCAL CHAPTER RIGHTS	2
Section 3.1: Activity During Working Hours	2
Section 3.2: Access to Worksites by Union Representatives	2
Section 3.3: Attendance at Meeting	2
Section 3.4: Delegates.....	3
ARTICLE IV NO STRIKE	3
Section 4.1: No Strike Commitment.....	3
Section 4.2: No Lockout	3
Section 4.3: Judicial Restraint.....	3
ARTICLE V DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE	3
Section 5.1: Definition of a Grievance.....	3
Section 5.2: Representation.....	3
Section 5.3: Procedure	3
Section 5.4: Disciplinary Sequence	5
Section 5.5: Disciplinary Authority	5
ARTICLE VI SENIORITY	5
Section 6.1: Seniority Defined.....	5
ARTICLE VII EMPLOYEE RIGHTS	6
Section 7.1: Personal Assets	6
Section 7.2: Release of Information.....	6
Section 7.3: Testimony	6
Section 7.4: Investigation of Employee	6
Section 7.5: Replacement of Personal Property.....	6
ARTICLE VIII NON-DISCRIMINATION	7
Section 8.1: Equal Employment Opportunity	7
Section 8.2: Non-Discrimination	7
ARTICLE IX IMPASSE RESOLUTION	7
ARTICLE X LABOR-MANAGEMENT CONFERENCE	7

Section 10.1: Labor/Management Meetings	7
Section 10.2: Meetings Exclusive of Grievance Process	7
Section 10.3: Attendance at Labor/Management Meetings	8
ARTICLE XI DRUG TESTING	8
Section 11.1: Introduction	8
Section 11.2: Definitions	8
Section 11.3: Authority for Testing	8
Section 11.4: Warnings Prior to Testing	8
Section 11.5: Conditions for Testing	9
Section 11.6: Prior Notice of Testing Policy	9
Section 11.7: Consent	9
Section 11.8: Refusal to Consent	10
Section 11.9: Confirmation of Test Results	10
Section 11.10: Consequences of a Confirmed Positive Test Result	10
Section 11.11: The Right to a Hearing	10
Section 11.12: Confidentiality of Test Results	11
Section 11.13: Privacy in Drug Testing	11
Section 11.14: Laboratory Testing Requirements	11
ARTICLE XII LAYOFF	11
Section 12.1: Layoff Procedure	11
Section 12.2: Recall	12
ARTICLE XIII EMPLOYEE SECURITY	12
Section 13.1: Relief from Duty	12
Section 13.2: Inspection of Personnel Files	12
Section 13.3: Material Not Available for Inspection	12
Section 13.4: Use of Investigative Material	12
ARTICLE XIV INDEMNIFICATION	13
ARTICLE XV SAFETY ISSUES	13
Section 15.1: Safety Meetings	13
Section 15.2: Defective Equipment	13
ARTICLE XVI BULLETIN BOARDS	13
ARTICLE XVII GENERAL PROVISIONS	14
Section 17.1: Authorized Representative Visits	14
Section 17.2: Examination of Records	14
Section 17.3: Exposure to Diseases	14
Section 17.4: Property Return Upon Separation	14
Section 17.5: LEOSA / IROCC	14
ARTICLE XVIII MANAGEMENT RIGHTS	15

ARTICLE XIX MAINTENANCE OF STANDARDS	15
ARTICLE XX RESIDENCY	15
ARTICLE XXI HOURS OF WORK AND OVERTIME	15
Section 21.1: Purpose of Article	15
Section 21.2: Work Schedules	15
Section 21.3 Shift Scheduling and Days Off	15
Section 21.4: Special Duty Assignments	16
Section 21.5: Hours of Work	16
Section 21.6: Shift Trading	16
Section 21.7: Detectives.....	17
Section 21.8: Court Time	17
Section 21.9: Overtime Compensation	17
Section 21.10: Mandatory Call In.....	17
Section 21.11: Call-In Compensation	17
ARTICLE XXII LEAVES OF ABSENCE	17
Section 22.1: Workers Compensation.....	17
Section 22.2: Military Leave.....	18
Section 22.3: Family and Medical Leave Act.....	18
Section 22.4: Paid Leave for All Workers Act (PLAWA) – Waiver.....	18
ARTICLE XXIII HOLIDAYS.....	18
Section 23.1: Holidays	18
Section 23.2: Holiday Compensation.....	18
Section 23.3: Holiday and Weekend Scheduling.....	18
ARTICLE XXIV UNIFORM ALLOWANCE	19
Section 24.1: Uniforms	19
Section 24.2: Uniform Changes	19
Section 24.3: Body Armor	19
ARTICLE XXV RESERVED	19
ARTICLE XXVI WAGES AND COMPENSATION.....	19
Section 26.1: Wages – Continuation of August 12, 2024 Agreement.....	19
Section 26.2: Wage Schedules	20
Section 26.3: Probationary Period	20
ARTICLE XXVII EMPLOYMENT PRACTICES, PROCEDURES AND INSURANCE.....	21
Section 27.1: State Required Training	21
Section 27.2: Immunization and Inoculations.....	21
ARTICLE XXVIII AUTHORITY	21
ARTICLE XXIX SAVINGS CLAUSE	21

ARTICLE XXX DURATION 21
 Section 30.1: Term of Agreement..... 21
 Section 30.2: Continuing Effect..... 22

APPENDIX A DUES DEDUCTION FORM..... 1

APPENDIX B GRIEVANCE FORM..... 1

**APPENDIX C AUGUST 12, 2024 AGREEMENT BETWEEN VILLAGE AND UNION
CONCERNING HOURLY WAGES FOR QUALIFYING PART-TIME POLICE
OFFICERS 1**

PREAMBLE

This Agreement (“Agreement”) is entered into by and between the Village of Orland Hills, an Illinois Municipal Corporation, (“Employer”) and Illinois Council of Police (“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 Union (“Union Members” or “Employees”) and to clarify the basic terms upon which such relationship depends. It is the intent of the parties to work together and to provide and maintain satisfactory terms and conditions of employment for the Employees who are covered by this Agreement.

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

ARTICLE I RECOGNITION

Section 1.1: Unit Description

The Employer hereby recognizes the Union, as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on all matters, subject to collective bargaining, relating to wages, hours, and all other terms and conditions of employment for all part-time police officers employed by the Employer. Any other supervisory, managerial or confidential employees and all other employees of the Employer are excluded from this bargaining unit in accordance with the Illinois State Labor Relations Board case number S-RC-21-056.

Section 1.2: Chief of Police

- A. The Union and the Employer agree that due to the unique nature of the Orland Hills Police Department, the Chief of Police, Deputy Chief and Police Administrator shall be permitted to continue to perform work ordinarily performed by Union Members.
- B. Union Members participating in training or special assignments shall be considered working for purposes of this Agreement.

ARTICLE II UNION DUES DEDUCTION

Section 2.1: Dues Deduction

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 A. 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, based on 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 2.2: Indemnification

The Union shall indemnify and hold harmless the Employer, its elected representatives, officers, administrators, agents and officers from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) and for all legal costs including attorneys' fees incurred by the Employer that may arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article, or in reliance on any written check-off authorization furnished under any of such provisions, provided that the Employer does not initiate or prosecute such action other than to enforce the Union's indemnification obligations in light of action brought against the Employer by a third party.

ARTICLE III UNION AND LOCAL CHAPTER RIGHTS

Section 3.1: Activity During Working Hours

An Employee may, at the discretion of the Chief of Police or designee, be allowed time off with pay during working hours to attend grievance meetings or labor-management conferences.

Section 3.2: Access to Worksites by Union Representatives

The Employer agrees that a representative from the Union shall have reasonable access to the Employer's premises upon appropriate notice to the Employer.

Section 3.3: Attendance at Meeting

The Employer agrees that the representative of the Union shall be permitted reasonable time off without pay to attend general, executive and special meetings of the Union. The Employer will permit Employees to engage in duty trades at the discretion of the Chief of Police or his designee to allow Employees who are scheduled to work to attend general, executive and special meetings of the Union. If the application of this section creates a vacancy it shall be filled by part-time employees, the Police Administrator, the Deputy Chief or the Chief of Police at the discretion of the Chief of Police.

Section 3.4: Delegates

Any Employee chosen as a delegate to attend a Union seminar or meeting shall be allowed reasonable use of available time off options to attend any such meetings or seminars. If the application of this section creates a vacancy, the vacancy shall be filled by part-time employees, the Police Administrator, the Deputy Chief or the Chief of Police at the discretion of the Chief of Police.

ARTICLE IV NO STRIKE

Section 4.1: No Strike Commitment

Neither the Union, nor any Employee will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage, slowdown, or withholding of services or any other job action related to a labor dispute.

Section 4.2: No Lockout

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

Section 4.3: Judicial Restraint

Nothing contained herein shall preclude either party from obtaining judicial restraint and damages in the event that either party violates this Article.

ARTICLE V DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Section 5.1: Definition of a Grievance

A grievance is defined as a dispute between the Employer and an Employee or the Union regarding the application, meaning or interpretation of this Agreement. Employees shall have the right to utilize the grievance procedure to appeal or dispute any disciplinary action applied by the Employer excluding written reprimands and/or verbal warnings.

Section 5.2: Representation

Grievances may be processed by the Employee or the Union on behalf of an Employee or group of Employees. The Union may have the grievant or grievants present at any step of the grievance procedure and the grievant is entitled to Union representation at any step of the grievance procedure.

Section 5.3: Procedure

STEP 1, Chief of Police

In the interest of minimizing nuisance grievances, prior to officially filing a grievance the aggrieved Employee shall meet with the Police Administrator, Deputy Chief or the Chief of Police as designated by the Chief of Police, to attempt resolution to the situation giving rise to the potential grievance. The action date for the potential grievance shall be based upon this

preliminary meeting with supervisory personnel, which shall be documented and authenticated by signoff of the Police Administrator, Deputy Chief or the Chief of Police as designated by the Chief of Police. The preliminary meeting shall be held within five (5) days of the action giving rise to the occurrence of the potential grievance. If the preliminary meeting is not held the action date for the potential grievance shall be based upon the final date the preliminary meeting should have been held.

A Union Member who has a grievance shall submit the grievance in writing (on the approved form attached hereto as Appendix B) to the Chief of Police. The grievance shall contain a statement of facts and circumstances, the provision(s) of the Agreement alleged to have been violated and the relief sought. All grievances shall be filed within ten (10) business days from the date of occurrence or ten (10) business days from the date which the grievant could reasonably have learned of the circumstances which gave rise to the grievance. The Chief of Police or his designee shall investigate the grievance and shall offer to discuss the grievance with the grievant and/or the Union at a mutually agreed upon date and time. Thereafter, the Chief of Police shall render a written response to the grievant within ten (10) business days after receipt of the grievance or a meeting held with the grievant and/or the Union, whichever is later. Grievances not timely filed shall be deemed waived without precedent.

STEP 2, Mayor

If no response is received or the grievance is not settled at Step #1, and the grievant or the Union wishes to appeal the decision at Step #2, the grievance shall be submitted in writing to the Mayor or the Mayor's designee within five (5) business days after receipt of the response at step #1, or when a response should have been received at Step #1. The grievance shall set forth the facts and circumstances and shall state the reason for believing that the grievance was improperly denied at Step #1. The Mayor or the Mayor's designee shall then investigate the grievance, and a mutually agreed upon date will be set, within ten (10) business days after receiving the grievance. The Mayor or the Mayor's designee shall then respond to the grievance, in writing, within ten (10) business days after conducting such meeting.

STEP 3, Arbitration

If the grievance is not settled at Step #2, and the Union wishes to appeal the grievance, it may refer the matter to arbitration within ten (10) business days of receipt of the Mayor's or the Mayor's designee's response at Step #2, or when a response should have been received at Step #2. The arbitration shall proceed in the following manner:

- A. A representative of the Employer and the Union shall request the National Academy of Arbitration to Submit a list of seven (7) arbitrators who reside in Illinois, Indiana or Wisconsin. Each party shall have the right to reject one list in its entirety. The arbitrator shall be selected from the list of seven (7) not rejected in its entirety by either party by alternate strikes by the Employer and the Union. The Employer shall be the first to strike. The person whose name remains on the list shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Union. The letter shall request the arbitrator to set a time and place for hearing the grievance, subject to availability on the part

of the Employer and the Union. Hearings shall be conducted in the Village of Orland Hills, unless otherwise mutually agreed.

- B. Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator. The Employer and the Union shall have the right to require the presence of witnesses and documents with each party bearing their own expense. The expenses and fees of arbitration and the cost of the hearing room shall be shared equally between the Employer and the Union. The cost of arbitration shall include the arbitration fees, room costs and transcription costs.
- C. The decision and award of the arbitrator shall be made within thirty (30) days following the end of the hearing or the submission of briefs, whichever is later and shall be final and binding on the parties involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall have the ability to hear more than one (1) grievance.

Section 5.4: Disciplinary Sequence

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

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

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

Section 5.5: Disciplinary Authority

The Chief of Police shall have the authority to impose all discipline provided for in Section 5.4 above. Employees may grieve suspensions in excess of three (3) days and termination through the grievance process outlined in Article VI. Oral and Written Reprimands, demotions and suspensions of three (3) days or less shall not be subject to the grievance process.

ARTICLE VI SENIORITY

Section 6.1: Seniority Defined

Seniority is defined as an Employee's continuous length of service with the Orland Hills Police Department as a part-time police officer. Leaves exceeding thirty (30) days shall be deducted from the

total accumulated days of part-time service in determining seniority except leaves taken under the Family and Medical Leave Act of 1993 or leaves resulting from duty related injuries. If hired on the same date, seniority shall be determined based on the submission (date and time) of the application for employment, with the Employee submitting earlier being the more senior.

ARTICLE VII EMPLOYEE RIGHTS

Section 7.1: Personal Assets

No Employee shall be required or requested to disclose any item of property, income, assets, source of income or assets, debts or personal or domestic expenditures (including those of any member of his or her family or household) unless such information is necessary in an internal investigation regarding the Employee's assets or unless such disclosure is required by any applicable federal or state law.

Section 7.2: Release of Information

The Employer shall not distribute or disclose any photograph or personal information regarding an Employee to the media or general public at any time during the term of this Agreement, unless the Employee approves of such disclosure in advance of its release, except those posted and displayed in the Village Complex. The Employer retains the right to utilize photographs of Employees in a lineup as part of an internal investigation for purposes of identification. Such prohibited disclosures will also include an Employee's home address and home telephone number. This excludes photographs taken at public functions for publicity purposes.

Section 7.3: Testimony

The Employer shall not compel an Employee under investigation to speak to, testify before, or be questioned by any civilian review board relating to said investigation.

Section 7.4: Investigation of Employee

In any informal inquiry whether written or oral, as that term is defined in 50 ILCS 725/1 et seq., affected Employees will be told the purpose of the inquiry prior to such questioning. In addition, in any meeting called by command or supervisory personnel, in which the Employee reasonably believes that discipline will result from the meeting, shall be entitled to a representative of his or her choice to be present. The Law Enforcement Officers Bill of Rights act shall apply to any inquiry which may lead to disciplinary action and shall be incorporated herein by reference.

Section 7.5: Replacement of Personal Property

The Employer agrees to repair or replace personal items when the personal items are damaged or destroyed as the result of the Employee's performance of duty, with the total cost not to exceed \$100.

ARTICLE VIII NON-DISCRIMINATION

Section 8.1: Equal Employment Opportunity

The Employer will continue to provide equal employment opportunities for all Employees covered by the terms of this Agreement, Employees shall be selected based on abilities, qualifications, and, when all other factors are equal, by seniority.

Section 8.2: Non-Discrimination

The Employer shall not discriminate against Employees and will make employment related decisions based on qualifications and predicted performance in a given position without regard to race, color, sex, religion, disability, or national origin of the Employee. Further, the Employer shall not discriminate against Employee as a result of membership, position, or duties with the Union.

ARTICLE IX IMPASSE RESOLUTION

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

ARTICLE X LABOR-MANAGEMENT CONFERENCE

Section 10.1: Labor/Management Meetings

The Union and the Employer mutually agree that in the interests of efficient management and harmonious Employee relations, it is desirable that meetings be held between Union representatives and responsible representatives of the Employer. Such meetings may be requested at least seven (7) days in advance, or less, if necessary, 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 reasonable in number, frequency and duration, mutual consent shall not be unreasonably withheld and 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.

In order to develop and maintain effective communications and cooperation between the Union and the Employer, the Employer's management team consisting of the Chief of Police, Deputy Chief, Police Administrator and the Village Administrator, will make every effort to schedule such meetings at least twice annually.

Section 10.2: Meetings Exclusive of Grievance Process

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 10.3: Attendance at Labor/Management Meetings

Attendance at labor-management conferences shall be voluntary on an Employee's part. No more than three Employees shall attend such conference at a time.

ARTICLE XI DRUG TESTING

Section 11.1: Introduction

The goal and intent of drug testing is to rehabilitate and assist first-time offenders with drug and/or alcohol problems. Disciplinary action, up to and including termination of the Employee, is possible. However, any action taken against an Employee shall be determined by the individual circumstances of each case.

Section 11.2: Definitions

"Reasonable suspicion" shall mean an articulable belief based on specific objective facts and reasonable inferences drawn from those facts.

"Under the influence" shall mean having the presence of a drug or alcohol at or above the level of a positive test result as defined in the Illinois Compiled Statutes, as amended from time to time.

Section 11.3: Authority for Testing

Only the Chief of Police, Deputy Chief, Police Administrator or Officer in Charge may order an Employee to submit to a urine test, blood test, or breathalyzer test. Such order shall be in writing.

Section 11.4: Warnings Prior to Testing

Before an Employee submits to a urine test, blood test, or breathalyzer test, which may form the basis for the filing of charges against the Employee, the Employee must be advised in writing of the following:

- A. The facts underlying the determination of reasonable suspicion of drug and/or alcohol use by the Employee.
- B. That evidence obtained in the course of testimony may be used as the basis for charges seeking disciplinary action, including termination.
- C. That the Employee is entitled to a complete record of any testing, which will be made available to the Employee free of charge and without undue delay.
- D. That the Employee has the right to have counsel of his/her own choosing present to advise him/her during the course of such testing. Any Employee ordered to submit to drug testing shall have one hour in which to contact counsel and secure counsel's presence. If counsel does not appear within one hour, testing will proceed as scheduled.

Section 11.5: Conditions for Testing

The Employer may require an Employee to undergo drug and alcohol testing if there is reasonable suspicion that the Employee is under the influence of drugs or alcohol during work hours. Circumstances which constitute a basis for determining reasonable suspicion may include, but are not limited to:

- A. A pattern of abnormal or erratic behavior;
- B. Information provided by a reliable and credible source as determined by the Employer, the identity and nature of this source will be revealed to the Employee at the time of the testing order;
- C. Direct observation of drug or alcohol use;
- D. Presence of two or more physical manifestations of drug or alcohol use (i.e., glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination, and/or reflexes);
- E. A demonstrable good faith belief by management, based upon an objective and reasonable basis, that the Employee is impaired or has been impaired in the performance of his/her duties, due to drug or alcohol use; or
- F. If an Employee is injured or involved in an accident while on duty.

The Chief of Police, Deputy Chief, Police Administrator or the Officer in Charge, or his/her designee is required to detail in writing the specific facts, symptoms, and observations which formed the basis for his/her determination that reasonable suspicion existed to warrant the testing of an Employee, unless such testing is the result of an Employee accident where drug or alcohol use is suspected and, therefore, must be performed immediately. This documentation shall be forwarded to the Chief of Police. The facts underlying the determination of reasonable suspicion should be disclosed either verbally or in written form to the Employee at the time the demand is made. If given verbally, such facts shall be reduced to writing and given to the Employee within 24 hours of the time the Employee demands them.

Section 11.6: Prior Notice of Testing Policy

The Employer shall provide written notice for its drug and alcohol testing policy to all Union Members. Upon receipt of said policy, Employees shall sign a receipt and consent form acknowledging that they have been notified of the Employer's drug testing policy. The notice shall contain the following information:

- A. The need for drug and alcohol testing;
- B. The circumstances under which testing may be required;
- C. The procedure for confirming an initial positive drug test result;
- D. The consequences of a confirmed positive test result;
- E. The consequences of refusing to undergo a drug and alcohol test;
- F. The right to explain a positive test result and the appeal procedures available
- G. The availability of drug and alcohol abuse counseling and referral services.

Section 11.7: Consent

Before a drug and alcohol test is administered, the Employee will be asked to sign a consent form authorizing the test and permitting release of test results to those Employer officials who need to know. Employees may, at that time, provide a list of those medications that he or she has recently used. The list of medications, if provided, shall be sealed and held as confidential until there has been a positive test result. In the event of a confirmed positive test result, the list of medications shall only be disclosed

to the medical official who will determine whether the positive result was due to the lawful use of any of the listed medications. Employees may choose to provide such a list after being notified of a confirmed positive result. The consent form shall also set forth the following information:

- A. The procedure for confirming an initial test result;
- B. The consequences of a confirmed positive test result; and
- C. The right to explain a confirmed positive test result and the appeal procedure available.

Section 11.8: Refusal to Consent

An Employee who refuses to consent to a drug and alcohol test when reasonable suspicion of drug or alcohol use has been identified will be subjected to disciplinary action up to and including termination. An Employee, upon written request to the Chief of Police within three (3) days of his or her refusal, shall be entitled to a hearing prior to the Employer's decision that such refusal warrants disciplinary action. The reason(s) for the refusal shall be considered in determining the appropriate disciplinary action.

Section 11.9: Confirmation of Test Results

An Employee whose drug test yields a positive result shall be given a second test using a gas chromatography/mass spectrometry (GG/MS) test or an equivalent scientific means that provides quantitative data about the detected drug metabolites. The second test shall use a portion of the same test sample withdrawn from the Employee for use in the first test.

If the second test confirms the positive test result, the Employee shall be notified of the results in writing by the Chief of Police or his designee. The letter of notification shall identify the particular substance found and its concentration level.

An Employee whose second test confirms the original positive test result may, at the Employee's own expense, have a third test conducted using the same sample at a laboratory approved by the Employer.

Section 11.10: Consequences of a Confirmed Positive Test Result

If an Employee's positive test result has been confirmed, the Employee is subject to disciplinary action. Factors to be considered in determining the appropriate disciplinary response include the Employee's work history, length of employment, current job performance, and the existence of past disciplinary actions.

Section 11.11: The Right to a Hearing

The Union and/or the Employee, with or without the Union, shall have a right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests and/or the consequences of the testing or results or any other alleged violation of the Article. Such grievances shall be commenced at Step 3 of the grievance procedure. It is agreed that the parties' legal rights are not restricted, diminished, or otherwise impaired in regard to such testing. Employees shall retain any such legal remedies as may exist and may pursue the same in their own discretion.

Section 11.12: Confidentiality of Test Results

All information from an Employee's drug and alcohol test is confidential and only those with a need to know will be informed of test results. Disclosure of test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the Employee. The results of a positive drug test shall not be released until the results are confirmed. The records of unconfirmed positive test results and negative test results shall be destroyed by the testing laboratory.

Section 11.13: Privacy in Drug Testing

Urine samples shall be provided in a private restroom stall or similar enclosure so that Employees may not be viewed while providing the sample. Employees will be given hospital gowns to wear while they are providing test samples in order to ensure that there is no tampering. Street clothes, bags, briefcases, purses, and other containers may not be carried into the test area. The water in the commode shall be colored with blue dye to protect against dilution of test samples.

Section 11.14: Laboratory Testing Requirements

All drug and alcohol testing of Employees shall be conducted at medical facilities or laboratories selected by the Employer. To be considered as a testing site, a medical facility or lab must submit in writing a description of the procedures that will be used to maintain test samples. The Employer shall not select a test facility that does not employ:

- A. Testing procedures that ensure privacy to Employees consistent with the prevention of tampering;
- B. Methods of analysis that ensure reliable test results, including the use of gas chromatography/mass spectrometry to confirm positive test results;
- C. Chain-of-custody procedures that ensure proper identification, labeling, and handling of test samples; and
- D. Retention and storage procedures that ensure reliable results on confirmatory tests of original samples.

The Employer shall inform the Union of the name and qualifications of the testing laboratory or facility selected, including a copy of the written description of the procedures submitted by the facility.

ARTICLE XII LAYOFF

Section 12.1: Layoff Procedure

The Employer may lay off Employees when the Employer determines that a layoff is in the best interests of the Village. If a layoff is performed, Employees shall be laid off in accordance with their length of service with the Employer as provided in 65 ILCS 5/10-2.1-18. The Employer will make every effort to provide Employees and the Union notice in writing of the layoffs at least fifteen (15) days in advance of the effective date of the layoff.

Except as expressly provided in this Agreement, the Employer shall not hire, contract out or utilize other parties to perform the duties that only a police officer may perform while any Employees are on layoff, except that the Employer may utilize other parties to perform the duties that only a police officer may

perform while there are Employees on lay-off such duties are performed after recall notices have been sent to Employees on lay-off.

Section 12.2: Recall

Any Employee who is laid off shall be placed on a recall list for two (2) years from the date of being laid off. If there is a recall, Employees who are on the recall list shall be recalled in reverse order of their layoff as provided in 65 ILCS 5/10-2.1-18. Any recalled Employee shall be given fifteen (15) calendar days notice of his or her recall by certified mail, return receipt requested at the last address of the Employee known to the Employer. The Employer shall forward a copy of the letter to the Union. Employees must notify the Chief of Police or his designee of their intention to return to work within fourteen (14) calendar days of the date of the recall notice. If an Employee fails to timely respond to the recall notice, his or her name shall be removed from the recall list.

ARTICLE XIII EMPLOYEE SECURITY

Section 13.1: Relief from Duty

No Employee shall be suspended, relieved from duty, or disciplined in any manner without just cause.

Section 13.2: Inspection of Personnel Files

The Employer's personnel files and disciplinary history files relating to any Employee represented by the Union shall be open and available for inspection and copies by the affected Employee, or his or her authorized representative, during regular business hours under 820 ILCS 40/10 (a)-(g). Investigative files which relate to on-going investigations shall not be available for inspection until after the investigation has been completed or until the adjudication of related charges has been completed, whichever is later.

Section 13.3: Material Not Available for Inspection

It is agreed that any material and/or matter not available for inspection, except as it relates to and may be used in an ongoing investigation such as provided for in Section 13.2 above, shall not be used in any manner or any forum adverse to the Employee's interest.

Section 13.4: Use of Investigative Material

Disciplinary investigations files will not be utilized by the Employer in connection with the discipline of an Employee five (5) years after the date from which the incident occurred or the date upon which the discipline was meted out, whichever is longer, unless the investigation relates to a matter which has been subject to either civil or criminal court litigation prior to the expiration of the five (5) year period. In such instance, the case file normally will not be utilized five (5) years after the date of the final court adjudication unless a pattern of sustained infractions exists.

Any information of an adverse employment nature which may be contained in any unfounded, exonerated or otherwise not sustained file, shall not be used against the Employee in any future proceedings.

Any record of summary punishment (i.e., oral or written reprimand, suspension of five (5) days or less, which was issued by the Chief of Police) may be used for a period of time not to exceed five (5) years and shall thereafter not be used to support or as evidence of adverse employment action, unless a pattern of sustained infractions exist.

ARTICLE XIV INDEMNIFICATION

The Employer shall indemnify Employees in accordance with 65 ILCS 5/1-4-6.

ARTICLE XV SAFETY ISSUES

Section 15.1: Safety Meetings

The Chief of Police or his designee will meet with the local bargaining unit representatives or Union, to discuss safety issues.

Meetings with the local bargaining unit representatives or Union may be called by either party, which will be submitted in writing by the party calling the meeting. Meetings shall be reasonable in frequency, number and duration and requests for meetings shall not be unreasonably withheld.

Any report or recommendation which may be prepared by the bargaining unit or the Union, or designee(s) of the Chief of Police as a direct result of these meetings will be in writing and copies submitted to the Chief of Police and the local bargaining unit representatives or the representative of the Union. The Chief of Police will forward any report or recommendation received by him to the Village Board for consideration.

Section 15.2: Defective Equipment

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

When an assigned department vehicle is found to have a disabling defect or is in violation of the law, the Employee will notify his or her supervisor, complete required reports, and follow the supervisor's direction relative to requesting repair, replacement, or the continued operation of said vehicle.

ARTICLE XVI BULLETIN BOARDS

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

ARTICLE XVII GENERAL PROVISIONS

Section 17.1: Authorized Representative Visits

Authorized representatives of the Union shall be permitted to visit the Department at reasonable times during the work day to talk with Employees and/or representatives of the Employer concerning matters covered by the Agreement. Such visits shall be reasonable in number, frequency and duration. Any Employees seeking to talk to such representatives can request a break to do so. The Chief of Police or his or her designee shall be advised in advance of all such visits and shall approve Employee breaks if such breaks do not interfere with the operation of the department.

Section 17.2: Examination of Records

A Union representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any Employee covered by this Agreement whose pay is in dispute or any other records of the Employee pertaining to a specific grievance, at reasonable times with the Employee's consent.

Section 17.3: Exposure to Diseases

The Employer agrees to pay all expenses for inoculation or immunization shots for Employees 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. If the exposure of an Employee is determined to be threatening to the health of his immediate family, the Employer agrees to pay all expenses for inoculation or immunization shots for the members of that Employee's family.

Section 17.4: Property Return Upon Separation

All Employees shall return all equipment purchased by the Employer through the uniform allowance provision of this Agreement or any other apparel or equipment otherwise purchased by the Employer, within the last twelve (12) months prior to separation, and the Employer shall perform a reconciliation of such purchases and returns. The Employer may adjust the Employee's final pay check (s) for recovery.

Section 17.5: LEOSA / IROCC

Pursuant to the Law Enforcement Officers' Safety Act ("Act") Public Law 108-277, IL Public Act 94-103, and in recognition of the unique service Part Time Police Officers provide to the community, a Part-Time Police Officer who retires or separates from employment with the Village in good standing, and who has, before the date of such separation or retirement, served as a law enforcement officer as defined by the Act, for an aggregate of ten (10) years or more, will be provided with the following upon request: 1. A Department issued identification card which clearly indicates their retirement or separation in good standing status; and (2) a letter of good standing from the Chief of Police indicating the Employee retired or separated in good standing and completed ten (10) or more years of service as defined by the Act. Nothing in this section obligates the Village to provide said identification or letter if the Employee is not otherwise qualified as a "retired or separated law enforcement officer" as defined by the Act.

ARTICLE XVIII MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Employer retains all traditional rights to manage and direct the affairs of the Employer in all of its various aspects and to manage and direct its Employees, including but not limited to the following: To plan, direct, control, and determine all the operations and services of the Employer; to supervise and direct the working forces; to establish the qualifications for employment and examination techniques and to employ Employees; to schedule and assign work; to establish work standards and from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel; to determine and re-determine what work will be performed by Employees; to make, alter, and enforce reasonable rules, regulations, orders and policies; to evaluate Employees; to discipline, suspend and discharge Employees for just cause; to change or eliminate existing methods, equipment or facilities; to establish, implement, and maintain an effective internal control program; to determine the overall budget of the Employer and its organizational structure; and to carry out the mission of the Employer provided, however, that the exercise of any of the above rights shall not conflict with any of the written provisions of this Agreement. The Employer is not required to bargain over matters of managerial policy, which includes but is not limited to this Section.

ARTICLE XIX MAINTENANCE OF STANDARDS

The Employer shall be required to bargain collectively with regard to policy matters directly affecting wages, hours, and terms and conditions of employment as well as the impact thereon upon request by the Union or its representatives.

ARTICLE XX RESIDENCY

Employees will not be required to live within the corporate boundaries of the Village.

ARTICLE XXI HOURS OF WORK AND OVERTIME

Section 21.1: Purpose of Article

This Article is intended as a basis of calculating hours of work per day, per week, establishing a work period, overtime and overtime payments.

Section 21.2: Work Schedules

The Employer shall post work schedules showing the shifts, work days, and work hours to which bargaining unit members are assigned in accordance with the procedure set forth in Section 21.3:

Section 21.3 Shift Scheduling and Days Off

Unless excused by the Employer, Employees shall be required to provide the Employer as to the Employee's availability to work a minimum of thirty-six (36) hours per month. Eighteen (18) of the said thirty-six (36) hours shall be between 1:00 p.m. on Friday and 11:00 p.m. on the following Sunday as well as holidays as defined in Section 23.1. Twice per calendar year, all Employees shall be required to work a Holiday as defined in Section 23.1. Any Employee who in three (3) months of a six (6) month

consecutive period fails to provide the Employer as to the Employee's availability to work thirty-six (36) hours a month shall be subject to discipline by the Employer and the discipline shall not be subject to the grievance process including arbitration. All Employees shall submit to the Chief of Police their proposed thirty-six (36) hour availability by the tenth (10th) day of the preceding month. The Employer shall post the work schedule for the succeeding month by the twentieth day (20th) day of the preceding month. By way of illustration, Employees will submit to the Employer by January 10 the proposed work schedule for the following February. By January 20, the Employer shall post the schedule for the following February. The Employer shall schedule and designate work assignments in its sole discretion. If an Employee provides the Employer with the mandated Eighteen (18) hours between 1:00 p.m. on Friday and 11:00 p.m. on the following Sunday and the Police Department cannot schedule the Employee for thirty-six (36) hours of work in a month, the Employee shall not be penalized. When there is a conflict between schedules submitted by Employees pursuant to this section, the schedule submitted by the Employee with the most seniority shall be given preference.

Employees who are required to serve Jury Duty or who experience a death in their family shall be excused without penalty from any work scheduled during said time. A family is defined as parents, grandparents, spouse, children, brothers, sisters, grandchildren, mothers-in-law, fathers-in-law and any child of which the Employee has legal custody.

The Employer shall not mandate Employees to stay beyond their scheduled shift in conflict with the Employee's full-time employment.

Section 21.4: Special Duty Assignments

Any vacancy in a special duty assignment shall not constitute available overtime hours within the meaning of this Agreement. Any vacancy caused by an Employee's assignment to special duty may be filled at the discretion of the Chief of Police according to the overtime procedure contained in Section 21.12 of this Agreement. For purposes of this Section, "special duty assignments" include detective, canine officer, traffic car, narcotics, bicycle patrol, major investigations, walk patrol, DARE and ATV.

All duty assignments or special assignments are at the discretion of the Chief of Police to any member of the department and such assignment may be changed or rescinded at the discretion of the Chief of Police. Such assignments, reassignments and rescinded assignments shall be reasonably justified based upon operational requirements of the department.

Section 21.5: Hours of Work

An Employee's normal work day shall consist of six (6) to twelve (12) consecutive hours of work as determined by the Employer. Employees working a shift of eight (8) hours or more shall be entitled to a thirty (30) minute lunch break and two (2) fifteen (15) minute coffee breaks per work day. Employees working a six (6) hour shift shall be entitled to two (2) fifteen (15) minute coffee breaks per day. The lunch break and coffee breaks may be interrupted to resume normal duties of work, as needed.

Section 21.6: Shift Trading

Employees shall be allowed to trade shifts as long as the trading of shifts does not interfere with the operations of the Police Department. All shift trades are subject to the approval of the Chief of Police, Deputy Chief or the Police Administrator.

Section 21.7: Detectives

All detective duty assignments are at the discretion of the Chief of Police. All detective assignments may be changed or rescinded at the discretion of the Chief of Police. Such assignments, reassignments and rescinded assignments shall be reasonably justified based upon operational requirements of the department.

Section 21.8: Court Time

Officers who would otherwise be off duty, shall be paid their regular rate of pay, subject to the overtime provisions in Section 21.9 for a minimum of two (2) hours for all hours actually worked, while court is in session, excluding lunch periods, appearing in court on behalf of the Employer in the capacity of a sworn police officer or if otherwise off duty, while preparing for court appearance on behalf of the Employer in the capacity of a sworn police officer while in the presence of a prosecuting attorney, excluding lunch periods.

The application of "Court Time" is limited to cases, where the Employee is named as a party in litigation involving the Employee's official act as an Employee of the Employer, where the Employee has been subpoenaed to testify on behalf of the Employer or the Employer directs the Employee to attend court.

Section 21.9: Overtime Compensation

All hours worked in excess of forty (40) hours in a seven (7) day work period shall be compensated at the overtime rate of one and one-half (1 ½) times the regular hourly rate of pay. For purposes of calculating overtime only actual hours worked shall be considered. For purposes of this Agreement, the seven (7) day work period shall commence at 12:00 a.m. on Monday and end at 11:59 p.m. on the following Sunday

Section 21.10: Mandatory Call In

In the event that the President of the United States, Governor of the State of Illinois or Village President declares a state of emergency affecting all or part of the Village all Employees shall be required to report for duty as directed by the Employer as a condition of employment. Failure to report for duty during a state of emergency when directed by the Employer shall be grounds for discipline including termination.

Section 21.11: Call-In Compensation

The Employer agrees that any part-time sworn police officer who is called in at least one (1) hour prior to the start of a regularly scheduled shift, or who is called in on what would otherwise be a regularly scheduled day off, shall be compensated for a minimum of two (2) hours, to be paid at the officer's regular rate or overtime rate of pay (if applicable).

ARTICLE XXII LEAVES OF ABSENCE

Section 22.1: Workers Compensation

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

Section 22.2: Military Leave

The Employer agrees to comply with all federal and state statutes and regulations with respect to the employment rights of an Employee who is covered by the terms of this Agreement, who is a member of a Reserve force of the Armed Forces of the United States or the State of Illinois, and who is ordered by the appropriate authorities to attend training programs, perform other assigned duties or who should be called to active status.

Section 22.3: Family and Medical Leave Act

The Employer and all Employees agree to comply with the provisions of the Family and Medical Leave Act of 1993 as amended. For purposes of complying with the Act, the applicable twelve-month period shall begin on the Employee's first day of leave taken under the Family and Medical Leave Act. Seniority will continue to accrue during the period of leave taken pursuant to this Section.

Section 22.4: Paid Leave for All Workers Act (PLAWA) – Waiver

The Union acknowledges and agrees it is waiving for term of this Agreement the application of the terms and provisions of the Paid Leave for All Workers Act (PLAWA), 820 ILCS 192, as it relates to members of the bargaining units.

ARTICLE XXIII HOLIDAYS

Section 23.1: Holidays

The following holidays shall be recognized as holidays for the purposes of compensation:

- | | |
|---------------------|---------------------------|
| A. New Year's Day | G. Thanksgiving Day |
| B. President's Day | H. Day After Thanksgiving |
| C. Memorial Day | I. Christmas Eve |
| D. Independence Day | J. Christmas Day |
| E. Labor Day | |
| F. Patriot's Day | |

Section 23.2: Holiday Compensation

Employees working a holiday shall receive one and one-half (1 ½) times their regular rate of pay for the hours worked on the holiday.

Section 23.3: Holiday and Weekend Scheduling

The Union acknowledges that Employees will be scheduled to work on the Holidays as specified in Section 23.1. The failure of an Employee to work on a scheduled Holiday or weekend may subject the Employee to discipline in accordance with progressive discipline. Any Employee who fails to work on a scheduled Holiday due to a claimed illness will be required to provide the Employer with a written report from a physician describing the Employee's illness and certifying that the Employee is physically capable of returning to duty.

ARTICLE XXIV UNIFORM ALLOWANCE

Section 24.1: Uniforms

Upon initial hire, Employees shall be provided at the Employer's expense an initial issue of uniforms and equipment excluding firearms.

Pursuant to its quartermaster system, the Employer will replace required uniform and equipment items through vendors selected by the Employer as they become worn out or damaged, provided that the Employee must turn in worn out/damaged uniform and equipment items to the Chief of Police or his designee. And receive approval from the Chief of Police or his designee to replace item or items in question. It is understood that equipment items may be appropriately repaired rather than replaced if it is reasonable to repair the item. Any Employee who does not turn in worn out/damaged uniform and equipment items shall be required to pay for the replacement.

Section 24.2: Uniform Changes

In addition to the above, the Employer agrees that any changes to the uniform presently being worn will be paid for by the Employer.

Section 24.3: Body Armor

An Employee shall be required to wear their body armor while on duty. An Employee may be disciplined for failure to wear the body armor while on duty. Any Employee who has body armor as a result of other employment shall be required to wear that body armor unless prohibited by the Employee's other Employer. Employees who do not have body armor shall be required to purchase body armor at the Employee's own cost. The Employer will reimburse any Employee purchasing body armor three (3) years from the date that the body armor was purchased provided that the Employee is still employed by the Employer and provides the Employer with a receipt for the purchase of the body armor. The reimbursement is limited to the cost of body armor rated at Level 3A by the NIJ. If an Employee elects to purchase body armor of a higher rating, that Employee shall be responsible for the difference in the price. Employees listed on Appendix C shall receive a one time reimbursement for body armor in the amount set forth next to their name.

ARTICLE XXV RESERVED

ARTICLE XXVI WAGES AND COMPENSATION

Section 26.1: Wages – Continuation of August 12, 2024 Agreement

The Village and Union entered into an Agreement on August 12, 2024, which is attached hereto as Appendix "C". The Village and Union have agreed to continue the terms of this Agreement subject to amendment or termination at the sole discretion of the Village. While this Agreement is in effect the hourly wages set forth in this Agreement will supersede the hourly wages set forth in the Section 26.2: Wage Scale for those officers who qualify.

The Union and Village agree if Village decides to exercise its discretion to amend or terminate the Agreement, Village will give thirty (30) days' notice to the Union to bargain upon request of the Union over the effects of any such decision to amend or terminate the Agreement.

The Village and Union further agree if an agreement over the effects of the decision to amend or terminate the Agreement cannot be reached during effects bargaining, the Village shall have the right to implement its decision without additional negotiations and no grievance or unfair labor practice will be filed by Union challenging Village's decision. If Village implements its decision, the wage scales set forth in Section 26.2 will be put into effect immediately.

Section 26.2: Wage Schedules

A. Employees will be compensated pursuant to the following schedule:

	5/1/24 - 4/30/25	5/1/25 - 4/30/26	5/1/26 - 4/30/27	5/1/27 - 4/30/28	5/1/28 - 4/30/29
		2%	2%	2%	2%
Starting Salary (Tier One)	\$18.87	\$19.25	\$19.63	\$20.02	\$20.43
After One Year (Tier Two)	\$20.15	\$20.55	\$20.96	\$21.38	\$21.81
After Two Years (Tier Three)	\$20.65	\$21.06	\$21.48	\$21.91	\$22.35
After Three Years (Tier Four)	\$21.42	\$21.85	\$22.29	\$22.73	\$23.19
After Four Years (Tier Five)	\$23.46	\$23.93	\$24.41	\$24.90	\$25.39

B. The Village may, in its sole discretion, elect to pay any newly hired Employee at any Tier between Tier One and Tier Four.

C. Any Employee who works more than three hundred (300) hours in a quarter shall receive an additional stipend of 500.00. For purposes of this section a quarter shall be January 1 – March 31, April 1 – June 30, July 1 – September 30 and October 1 – December 31. Employees shall be responsible for notifying the Village that they have worked more than three hundred (300) hours in a given quarter.

Section 26.3: Probationary Period

The probationary period for all newly hired non-certified Employees shall be twenty-four (24) months from their date of hire. Newly hired employees who are already certified as peace officers shall be subject to a twelve (12) month probationary period. During the probationary period, the Employee shall be entitled to all rights and benefits provided for under this Agreement except that discipline and discharge shall not be subject to the dispute resolution grievance procedure set forth in Article V of this Agreement.

The Chief of Police may summarily terminate an Employee, while in their probationary period, without cause and without a due process hearing and such action shall be final and the Employee shall have no recourse of action by any means.

ARTICLE XXVII EMPLOYMENT PRACTICES, PROCEDURES AND INSURANCE

Section 27.1: State Required Training

At the Employer's expense, all training mandated by statute required to maintain peace officer certification through the Illinois Training and Standards Board, or other entity responsible for police officer training and certification provided that the training is not available through an Employee's other employer and that the training occurs at the Orland Hills Police Station.

Section 27.2: Immunization and Inoculations

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

ARTICLE XXVIII AUTHORITY

The Employer retains the authority to change, amend, clarify or improve any Village ordinance, provided any action does not reduce any economic benefit provided by this Agreement.

The current practice of side details (secondary employment by businesses located in the Village) shall remain in effect.

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 30.1: Term of Agreement

This Agreement shall be effective upon signing and shall remain in full force and effect until April 30, 2029. It shall continue in effect from year to year thereafter unless a notice of demand to bargain is given in writing by Certified Mail by either party no earlier than one hundred twenty (120) days nor later than thirty (30) days preceding expiration. The notice 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 30.2: 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.


(SIGNATURES ON NEXT PAGE)

IN WITNESS HEREOF, the parties hereto have affixed their signatures this 7TH day of JANUARY, 2025 ("Effective Date").
2026


VILLAGE OF ORLAND HILLS

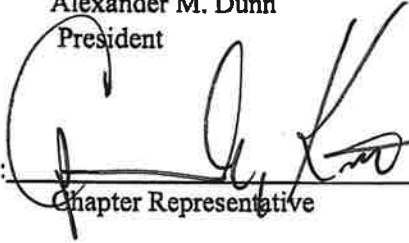
By: 
Kyle R. Hastings
Village President

Attest:


Jennifer Lannantone
Village Clerk

ILLINOIS COUNCIL OF POLICE

By: 
Alexander M. Dunn
President

By:  #343
Chapter Representative

APPENDIX A
DUES DEDUCTION FORM

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

I hereby voluntarily apply for membership in 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 be irrevocable for one year and may be automatically renewed for successive annual periods, provided that it may be revoked, as provided in the collective bargaining agreement, during the fifteen (15) day period prior to the expiration of the annual period, although the dues amount may change from time to time.

Print Name _____ Job Title _____

Signature _____ Date _____

Address _____
Street City State Zip

Email _____ Date of Birth _____

Telephone _____ Cell _____

White – Union Copy Yellow – Payroll Copy Pink – Member Copy

APPENDIX B
GRIEVANCE FORM

ILLINOIS COUNCIL OF POLICE

24-Hour Toll-Free Phone: 1(800) 832-7501
Business Hours Office Phone: (630) 832-6772
Fax: (630) 832-6978
E-mail: info@icops.org

GRIEVANCE REPORT

(USE ADDITIONAL SHEETS IF NECESSARY)

Grievance # _____

Department: _____ Date Filed: _____

Grievant's Name: **TCO Santucci**

STEP ONE

Date of Incident or Date knew of Facts giving rise to Grievance: _____

Violated Article(s) and Section(s) of Contract: _____

Article
Section
(or any other applicable contract sections)

Briefly state the facts: _____

Remedy Sought: _____

Given to: _____ Date/Time: _____

Grievants Signature

ICOPs Signature

EMPLOYER'S STEP ONE RESPONSE

Employer Representative Signature

Position

Person To Whom Response Given

Date

Matter Resolved: _____

APPENDIX C

**AUGUST 12, 2024 AGREEMENT BETWEEN
VILLAGE AND UNION CONCERNING HOURLY WAGES FOR
QUALIFYING PART-TIME POLICE OFFICERS**

AGREEMENT

THIS AGREEMENT is made and entered into between the Village of Orland Hills (hereinafter "Village") and Illinois Council of Police (hereinafter "Union") to implement a revision to hourly wage rates to be paid for a limited period of time.

1. The following revisions are to hourly wages to be paid to part-time officers for work performed during the times and days set forth below:

- A. The hourly wage for work performed during the hours beginning at 1:00 p.m. on Friday and ending at 11:00 p.m. on the following Sunday will be Forty Dollars (\$40.00) per hour (hereinafter referred to as weekend hours).
- B. The hourly wage for work performed during the hours beginning at 11:00 p.m. on Sunday and ending at 1:00 p.m. on the following Friday will be Thirty Dollars (\$30.00) per hour (hereinafter referred to as weekday hours).

2. The hourly wages for weekend hours and weekday hours set forth in paragraphs (A) and (B) above will remain in effect for a period of 180 days beginning on August 12, 2024, and ending on February 8, 2025, unless this date is extended or amended in the sole discretion of the Village.

3. At the end of the 180-day period on February 8, 2025, the Village will have sole discretion to terminate the hourly wages of \$40.00/hour for work on weekend hours and \$30.00/hour for work on weekday hours and revert to paying the hourly wages as set forth in Section 26.1 of the Collective Bargaining Agreement, without negotiation with the Union.

4. Each part-time officer is limited to earning a maximum of \$5,000.00 over the officer's current hourly rate of pay during the 180-day period the \$40.00/hour weekend and \$30.00/hour weekday hourly rates are in effect.

By way of example only, if an officer's current hourly rate is \$23.00/hour, the officer's hourly rate for the weekend hours will increase by \$17.00/hour and for weekday hours will increase by \$7.00/hour. This officer is limited to earning a total of an additional \$5,000.00 during the 180-day period computed by multiplying the number of hours worked at the revised weekend and weekday hourly rates by the difference between \$40.00/hour and \$23.00/hour for weekend hours and \$30.00/hour and \$23.00/hour for weekday hours.

5. The 180-day period to earn the maximum of \$5000.00 over the part-time officer's current hourly rate of pay for all part-time officers currently employed by the Village will begin on the effective date of this Agreement.

6. Individual part-time officers hired by the Village after July 16, 2024, will not be entitled to be paid the Forty Dollars (\$40.00) per hour for weekend hours worked or Thirty Dollars (\$30.00) per hour for weekday hours worked until after the individual part-time officer clears field training.

7. For part-time officers employed by the Village after July 16, 2024, the 180-day period to earn the maximum \$5000.00 over the part-time officer's hourly rate of pay will begin on the first day the part-time officer works for the Village after clearing field training. In the event the 180-day period for a part-time officer hired after the effective date of this Agreement extends beyond the ending date of this Agreement, as set forth in paragraph 2, above, the Village may in its sole discretion either extend or terminate the 180-day period for the individual officer.

8. Union and Village agree the Village has sole discretion to determine and amend all time-periods applicable to individual officers, rates-of-pay earned in the applicable time-periods, all matters arising during the term of this Agreement that relate in any way to the interpretation and implementation of this Agreement, and all disputes arising during the term of this Agreement concerning the manner in which the Agreement is to be interpreted and implemented.

9. Union also agrees there will not be any grievances filed concerning the manner in which this Agreement is interpreted or implemented by the Village.

10. This Agreement shall be effective upon signing and shall remain in full force and effect until February 8, 2025, at which date it will automatically expire and be terminated unless extended or amended in the sole discretion of the Village.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 15th day of August, 2024 ("Effective Date").

VILLAGE OF ORLAND HILLS

ILLINOIS COUNCIL OF POLICE

By: Kyle R. Hastings
Kyle R. Hastings, Village President

By: Richard L. Bruno
Richard L. Bruno, President

Attest:

Attest:

Jennifer Iannantone
Jennifer Iannantone, Village Clerk

Chapter Representative