

RESOLUTION 2014-46

A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT
WITH THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

WHEREAS, the non-supervisory employees of the Village of Lake Bluff Police Department have elected to be represented by the Illinois Fraternal Order of Police Labor Council ("*Union*"); and,

WHEREAS, the Village contracted with the law firm of Laner Muchin ("*Labor Attorney*") to conduct collective bargaining negotiations on behalf of the Village with the authorized representatives of Union; and,

WHEREAS, the Labor Attorney and Village Staff have negotiated a collective bargaining agreement between the Village and the Union; and,

WHEREAS, the authorized representative of the Union has reported that on July 4, 2014 a majority of the non-supervisory employees of the Village of Lake Bluff Police Department who are authorized to vote have voted to ratify the collective bargaining agreement; and,

WHEREAS, the President and Board of Trustees have determined that it is in the best interests of the Village to approve the collective bargaining agreement between the Village and the Union, attached hereto and by this reference incorporated herein as *Exhibit A* ("*Collective Bargaining Agreement*").

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LAKE BLUFF, LAKE COUNTY, ILLINOIS, as follows:

Section 1. Recitals. The foregoing recitals are hereby incorporated into, and made a part of, this Resolution as the findings of the President and Board of Trustees of the Village of Lake Bluff.

Section 2. Approval of the Collective Bargaining Agreement. The Collective Bargaining Agreement is hereby approved, and the President and the Village Clerk are authorized and directed to execute and attest the Collective Bargaining Agreement on behalf of the Village.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after this Resolution's passage and approval in the manner required by law.

PASSED this 14th day of July, 2014 by vote of the Board of Trustees of the Village of Lake Bluff, as follows:

AYES: (4) Dewart, Grenier, Josephitis and Rener

NAYS: (0)

ABSENT: (2) Christensen and Meyer

APPROVED: this 14th day of July, 2014.

ATTEST:



Village Clerk



Village President

AGREEMENT
BETWEEN
THE VILLAGE OF LAKE BLUFF
And
THE ILLINOIS FRATERNAL ORDER
OF POLICE LABOR COUNCIL

Patrol Officers

Effective May 1, 2014 through April 30, 2016

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AGREEMENT

This Agreement is made and entered into by and between the Village of Lake Bluff (hereinafter referred to as the “Village”) and the Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the “Council” or “Union”).

It is the intent and purpose of this Agreement to set forth the parties’ entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operation of the Village; to encourage and improve efficiency and productivity and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I

RECOGNITION AND REPRESENTATION

Section 1. Unit Description

The Village hereby recognizes the Council as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on all matters relating to wages, hours and all other terms and conditions of employment for all Employees in the bargaining unit as follows:

All full-time, sworn police officers below the rank of Sergeant, in accordance with the Illinois State Labor Relations Board Case number S-RC-00-079. (Hereinafter sometimes referred to as the “Employee(s)” or “Officer(s)” or “Bargaining Unit Member(s)”).

Section 2. Probationary Period

The probationary period for all Employees hired after the date this Agreement is signed shall be 18 months. During the probationary period, Employees shall be entitled to all benefits provided for in this Agreement except that any discipline and termination shall be at the sole

discretion of the Village and shall not be subject to the grievance procedure set forth in this Agreement.

There shall be no seniority among probationary officers. Upon successful completion of the probationary period, an officer shall acquire seniority, which shall be retroactive to his/her last date of hire with the Village in the position covered by the Agreement.

ARTICLE II
NON-DISCRIMINATION

Section 1. Equal Employment Opportunity

The Village will continue to provide equal employment opportunity for all Employees covered by the terms of this Agreement.

Section 2. Non-Discrimination

In accordance with applicable law, neither the Village nor the Union shall discriminate against any employee based on race, color, sex, religion, disability, marital status, sexual preference, parental status, national origin or Union membership. Disputes under this Section shall not be eligible for resolution through grievance arbitration but may be adjudicated in the appropriate administrative agency or court.

Section 3. Use of Masculine Pronoun

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

ARTICLE III
DUES DEDUCTION, FAIR SHARE, INDEMNIFICATION

Section 1. Dues Deduction

During the term of this Agreement, the Village will deduct from each Employee's paycheck, the appropriate Council dues for each Employee who has filed with the Village a written authorization form. (Attached hereto as appendix B) The Village shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council at the address designated by the Council.

The Village agrees during the term of this Agreement to provide newly hired Employees with a dues deduction form within 10 days of their hire date and further agrees to notify the Council of any change in Employee status including but not limited to new hires, resignations, etc. within 30 days of the effective date.

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

If an Employee has no earnings or insufficient earnings to cover the amount of dues deduction, the Council shall be responsible for the collection of that Employee's dues. The Council agrees to refund to the Employees, any amounts paid to the Council in error on account of this dues deduction provision. An Employee may revoke their voluntary dues deduction by notifying the Council and the Village by certified mail, return receipt requested, and providing 30 days advance notice.

Section 2. Fair Share Deduction

During the term of this Agreement, Employees covered by the terms of this Agreement, who are not members of the Council shall, commencing thirty (30) days after their employment or thirty (30) days after the effective date of this Agreement, whichever is later, pay a fair share fee

to the Council for collective bargaining and labor Agreement administration services rendered by the Council. Such fair share fees shall be deducted by the Village from the earnings of non-members and remitted to the Council. The Council shall submit to the Village a list of members covered by this Agreement who are not members of the Council and an affidavit which specifies the amount of the fair share fee.

The fair share fee shall not include contributions related to the election or support of any candidate for political office or for any member only benefit.

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

Non-members who object to this fair share fee based upon a bona fide religious tenants or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the officer and the FOP Labor Council. If the affected non-member and the FOP Labor Council are unable to reach Agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

Section 3. Indemnification

The Illinois Fraternal Order of Police Labor Council agrees to indemnify and hold harmless the Village, it's elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Village for the purpose of complying with the provisions of this Article, or in reliance on any written deduction

authorization furnished under this Article, including Villages reasonable and necessary attorney's fees incurred in defending any of said claims, actions, complaints, suits or other forms of liability, and in enforcing the terms of this Article.

ARTICLE IV

NO STRIKE – NO LOCKOUT

Section 1. No Strike

Neither the Union nor any officers or agents of officers covered by this Agreement will initiate, encourage, authorize, engage in, ratify, or condone any strike, sympathy strike, slowdown, or withholding of services or any other job action or any other intentional interruption or disruption of the operations of the Village regardless of reason for so doing. Any and or all officers who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. Each officer who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this section of this Article the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 2. No Lockout

During the term of this Agreement, the Village will not instigate a lock out of any officers during the term of this Agreement over a labor dispute with the Council.

Section 3. Penalty

The only matter that may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 1 is whether or not the officer actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 4. Judicial Restraint

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

ARTICLE V
COUNCIL AND LOCAL LODGE RIGHTS

Section 1. Activity During Working Hours

Employees shall be allowed reasonable time off, with pay, if working, to attend grievance hearings, grievance meetings or labor-management meetings with the Village, if such meetings are scheduled by mutual agreement during the employees working hours. Attendance shall be subject to reasonable prior notice and the approval of the Chief of Police, which approval shall not be unreasonably denied or withheld.

Section 2. Delegates/Stewards

Any Employee(s) chosen as delegates or stewards to attend a Fraternal Order of Police or Illinois Fraternal Order of Police Labor Council seminar or meeting shall be allowed use of available time off options to attend any such meetings or seminars, provided at least seventy-two (72) hours advance notice is given by the Employee to the Chief of Police.

ARTICLE VI
EMPLOYEE RIGHTS

Section 1. Personal Assets

No Employee shall be required or requested to disclose to the Village any item of his property, income, assets, source of income or assets, debts or personal or domestic expenditures (including those of any member of his family or household) unless such information is necessary in an internal investigation with regards to the Employee's assets.

Section 2. Release of Information

No photograph or personal information about an Employee will be disclosed by the Village 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 or unless such disclosure is required under any applicable Freedom of Information Act.

Section 3. Testimony

The Village shall not compel an Employee under investigation to speak to, testify before, or be questioned by any civilian review board (civilian review board does not include the Lake Bluff Police and Fire Commission), except as otherwise provided for in the grievance procedure set forth in this Agreement.

ARTICLE VII

EMPLOYEE SECURITY

Section 1. Just Cause Standard

No non-probationary Employee covered by the terms of this Agreement shall be suspended, relieved from duty, disciplined in any manner, or separated from employment without just cause.

ARTICLE VIII

LABOR – MANAGEMENT COMMITTEE

At the request of either party, the Union and the Chief of Police or their designee shall meet to discuss matters of mutual concern that do not involve grievances being processed under the Grievance Procedure or negotiations for the purpose of altering the terms of this Agreement. The party requesting the meeting shall submit a written agenda of the item it wishes to be discussed as least seven (7) regular Village business working days prior to the date of the meeting. The parties

agree that the number of representatives present at the meeting should be limited to no more than two (2) representatives from each party.

ARTICLE IX
MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Council recognizes that certain rights, powers and responsibilities belong solely to and are exclusively vested in the Employer, and these rights shall be liberally construed. Specifically, but without limiting the generality of the foregoing, it is understood and agreed that this Agreement does not affect and shall not be deemed or construed to impair the Employer's right, in its sole discretion and judgment, to do the following on a unilateral basis:

- (a) To determine, control, regulate and direct matters of inherent managerial policy;
- (b) To supervise and direct the working forces;
- (c) To determine the functions of the Police Department and its mission;
- (d) To determine the nature and extent of service offered to the public by the Employer;
- (e) To determine, plan, direct and control the Employer's overall budget;
- (f) To determine the Employer's organizational structure;
- (g) To select new employees, and establish examination techniques and eligibility requirements;
- (h) To assign, reassign, schedule or alter the assignments issued to the working force or any individual therein;
- (i) To plan, direct, schedule, control and determine the operations or services to be conducted by officers of the Employer and to change them from time to time;
- (j) To hire, promote, demote, suspend, recall, discipline, or discharge non-probationary employees for just cause;

- (k) To hire, promote, demote, suspend, recall, discipline or discharge probationary employees for any or no reason;
- (l) To train employees and select employees for training opportunities;
- (m) To change or eliminate existing methods, equipment or facilities or introduce new ones;
- (n) To make, alter, modify, eliminate, and enforce reasonable rules, regulations, including those known as the Village of Lake Bluff Rules and Regulations for the Police Department, policies, procedures, special orders and operating reasonable directives governing matters including, without limitation, performance, safety, quality, and other behavioral guidelines governing officers;
- (o) To determine the nature, extent, duration, character and method of operation including the right to contract out or subcontract;
- (p) To assign and/or schedule overtime assignments;
- (q) To determine the quality and quantity of work required to be performed by the employees to ensure maximum mobility, flexibility and efficiency of operations;
- (r) To determine the methods, means, organization and number of personnel by which such operations and services shall be made or provided; and,
- (s) To establish performance standards and evaluate employees.

ARTICLE X

SENIORITY

Section 1. Definition of Seniority

Seniority shall be based on the length of time from the last date of beginning continuous full-time employment as a sworn peace officer in the Lake Bluff Police Department. Leaves exceeding ninety (90) days shall be deducted from the total accumulated date of full-time service in determining seniority, except leaves resulting from military duty or duty-related injuries or unless otherwise stated to the contrary in this Agreement. Conflicts of seniority shall be determined on the basis of the order of the officers on the Lake Bluff Police and Fire Commission's hiring list, with the officer higher on the list being more senior.

Section 2. Loss of Seniority

An employee will lose his seniority when:

- (a) The employee resigns or quits;
- (b) The employee is discharged (for just cause for an officer who has successfully completed the probationary period);
- (c) The employee retires;
- (d) The employee fails to report to work within five (5) calendar days after the conclusion of an authorized leave of absence or vacation;
- (e) The employee fails to notify the Chief of Police or his authorized designee of his intention to return to work within five (5) weekdays Monday through Friday (exclusive of holidays observed by the Village) after being sent notice of recall;
- (f) The employee is laid off and fails to report to work within fourteen (14) days after having been recalled;
- (g) The employee is laid off for a period in excess of eighteen (18) months;
- (h) The employee does not perform work for the Village (except for military service, disability pension, or a layoff where the officer has recall rights, or an established work related injury compensated under workers' compensation) for a period in excess of twelve (12) months.

ARTICLE XI

LAYOFF AND RECALL

Section 1. Layoff

The Village, in its sole discretion, shall determine when and whether layoffs are necessary. If it is determined that layoffs are necessary, officers covered by this Agreement will be laid off in accordance with their length of service as provided by the Illinois Statute, 65 ILCS 5/10-2.1-18.

Except in an emergency, no layoff will occur without at least ten (10) business days' notification to the Union.

Section 2. Recall

Officers who are laid off shall be placed on a recall list for a period of eighteen (18) months. If there is a recall, officers who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training.

Officers who are eligible for recall shall be given a minimum of fourteen (14) days notice of recall and notice of recall shall be sent to the officer by certified or registered mail with a copy to the Union, provided that the officer must notify the Chief of Police or his designee of his/her intention to return to work within five (5) weekdays Monday through Friday (exclusive of holidays observed by the Village) after receiving notice of recall. Such notification of intention to return to work shall be done in writing.

The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the officer, it being the obligation and responsibility of the officer to provide the Chief of Police or his authorized designee with his current mailing address. An officer who fails to timely respond to a recall notice shall have his/her name removed from the recall list.

ARTICLE XII

DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Section 1. Definition

A “grievance” is defined as a dispute raised by an officer and/or the Union against the Village involving an alleged violation of an express provision of this Agreement. The parties recognize that the Lake Bluff Police and Fire Commission has and retains certain statutory authority over employees covered by this Agreement. Such authority shall not contradict the terms of this Agreement.

Section 2. **Representation**

The Council may have the grievant or grievants present at any step of the grievance procedure, and the grievant is entitled to Council representation at any step of the grievance procedure.

Section 3. **Procedure**

STEP 1: Any officer who has a grievance shall submit the grievance in writing to the Deputy Chief, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a statement of the facts, the provision or provisions of this Agreement, which are alleged to have been violated, and the relief requested (A copy of a Union grievance form is attached as Appendix B). All grievances must be presented no later than seven (7) business days from the date of the occurrence of the matter giving rise to the grievance or within seven (7) business days after the officer, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The Deputy Chief shall render a written response to the grievant within seven (7) business days after the grievance is presented.

STEP 2. If the grievance is not settled at Step 1 and the officer or Union wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be submitted in writing to the Chief of Police within seven (7) business days after receipt of the Deputy Chief's answer at Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Chief of Police, or his designee, will review the grievance and may offer to discuss the grievance within seven (7) business days with the grievant and an authorized representative of the Union at a time and place mutually agreeable to the parties. If no settlement of the grievance is reached, the Chief of Police

or his designee, shall provide a written answer/response to the grievant and the Union within seven (7) business days following the meeting.

STEP 3. If the grievance is not settled at Step 2 and the officer *or* Union desires to appeal, it shall be referred by the officer or Union in writing to the Village Administrator within seven (7) business days after receipt of the Police Chief's response at Step 2. Thereafter the Village Administrator or his designee and other appropriate individual(s) as desired by the Village Administrator, shall meet with the grievant and a Union representative within seven (7) business days of receipt of the officer *or* Union's appeal, unless extended by the parties. If no agreement is reached, the Village Administrator or his designee shall submit a written response to the grievant and the Union within seven (7) business days following the meeting.

Section 4. Arbitration

If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the Grievance Procedure, the Union may refer the grievance to arbitration, as described below, within twenty-one (21) business days of receipt of the Village Administrator's written answer as provided to the Union as Step 3.

- (a) The parties shall attempt to agree upon an arbitrator within seven (7) business days after receipt of the notice of referral. In the event that the parties are unable to agree upon the arbitrator within the said seven (7) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Each party retains the right to reject one (1) panel in its entirety and request that a new panel be submitted. Both the Village and the Union shall have the right to strike two (2) names from the panel. A coin toss will determine the first strike and then the parties will alternate strikes. The person remaining shall be the arbitrator.
- (b) The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Village representatives.

- (c) The Union and the Village shall have the right to request the arbitrator to require the presence of witnesses or documents. The Union and the Village retain the right to employ legal counsel.
- (d) The arbitrator shall submit his decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (e) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.
- (f) The fees and expenses of the arbitrator and the cost of the written transcript, if any, shall be divided equally between the Village and the Union; provided however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 5. Authority Limitations of the Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, subtract from or change in any way the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement, as well as determine an appropriate award, if any. Any decision or award of the arbitrator rendered within the limitations of this Section 1 shall be final and binding upon the Village, the FOP Labor Council, the Union and the officers covered by this Agreement.

Section 6. Time Limit for Filing

If the grievance is not presented by the officer within the time limits set forth above, it shall be considered “waived” and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any specifically agreed extension thereof, it shall be considered “waived.” If the Deputy Chief, Chief, or the Village Administrator does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved officer or Union may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next

step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

ARTICLE XIII
IMPASSE RESOLUTION

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

ARTICLE XIV
WAGES AND OTHER COMPENSATION

Section 1. **Wages**

Employees shall receive an annual salary in accordance with the below schedule:

| | 5/1/2014 | 5/1/2015 |
|-----------------------------------|-----------------|-----------------|
| Patrol Officer | 2.500% | 2.500% |
| Start | \$66,537 | \$68,200 |
| After the End of Probation | \$73,921 | \$75,769 |
| After 2 Years | \$77,614 | \$79,554 |
| After 3 Years | \$81,304 | \$83,337 |
| After 4 years | \$84,997 | \$87,122 |
| After 5 years | \$88,688 | \$90,905 |

Section 2. **Jury Duty**

An officer whose service on a jury causes the loss of a regularly scheduled work day shall receive up to eight (8) hours pay for such time lost. However, for an officer to receive pay or reimbursement, the officer must turn over all compensation received for jury duty. The officer must present a pay voucher from the Clerk of the Court or other appropriate official stating the full amount of jury duty remuneration.

Section 3. Mileage Allowance

The Village shall normally make available to any officer engaged in Village business a Village owned vehicle. However, where circumstances require, the Chief of Police may authorize an officer utilize a privately owned vehicle for Village business, and the Village will reimburse the officer the then-current IRS approved rate per mile of actual use. Officers will be eligible for travel time only if the assigned Village business is more than 30 miles from the Public Safety Building.

Section 4. Field Training Officer Stipend

Officers who are designated by the Chief of Police, or his designee, to serve in the capacity of a "Field Training Officer" shall receive a stipend equal to two (2) hours of overtime compensation at the appropriate rate. The stipend shall be paid for each full shift engaged in the responsibilities associated with the training of a recruit police officer, to include the preparation and completion of field training reports and documents. This shall include Daily Training Plans, Daily Observation Reports, Weekly Reports and other associated documentation. This stipend shall continue until the recruit police officer certifies for solo patrol.

Section 5. Officer-in-Charge Stipend

When an Officer is designated by the Chief of Police, or his designee, to be acting officer in charge, the Officer shall receive a stipend equal to one (1) hour of overtime compensation at the appropriate rate per eight (8) hour shift, or prorated with a minimum stipend of one-half (1/2) hour of compensation at the appropriate overtime rate.

Section 6. Tuition Reimbursement

General Order 97-04-17 shall be included by reference as it existed on May 1, 2003.

Section 7. Longevity Stipend

Bargaining unit employees who have attained ten (10) years of service or more will receive a longevity stipend of \$25 per pay period which will be added to their base salary. Hereafter bargaining unit employees who attain ten (10) years of service will receive a longevity stipend of \$25 per pay period, which will be added to their base salary commencing on the anniversary of employment.

ARTICLE XV

HOURS OF WORK AND OVERTIME

Section 1. Purpose of Article

This Article sets forth the normal work cycle and establishes the basis for calculating overtime payments. Nothing in this Article or Agreement shall be construed or misconstrued as a guarantee of hours of work per day, per week, or per work cycle.

Section 2. Normal Work Cycle

The normal work cycle for officers covered by this Agreement shall be fourteen (14) days consisting of ten (10) shifts of eight (8) hours. Current lunch/break practices shall remain in effect.

Section 3. Changes in Normal Work Cycle

Should it be necessary for legitimate operational needs for the Chief of Police to establish a schedule departing from the current practices, the Police Chief will give, if practicable, seventy-two (72) hours' advance notice of such change to all officers affected by such change. Shift scheduling bids will be held on January 1 of each successive year. Shifts available for bid will be posted sixty (60) days prior to the effective date of the bid. For the period beginning sixty (60) days before the effective date and ending thirty (30) days prior to the effective date each officer may submit their shift scheduling bids. Shifts will be assigned as bid in seniority order. All non-probationary officers shall participate in the shift bidding. Probationary officers shall not

participate in shift bidding until January 1 following completion of their probationary period. Shift assignments, once made, will remain in effect; provided however that the Department has the right and obligation to adjust shifts on the basis of skills (i.e. Major Crimes, NIPAS), the Chief or his designee, consistent with this right and obligation, shall be entitled to re-assign shifts in inverse seniority. Bumping which occurs as a result of the assignment by the Chief of Police of probationary officers will be in inverse seniority order.

Section 4. Overtime Pay

Officers shall be paid at one and one-half (1 ½) times their normal straight time hourly rate for all hours compensated in excess of the normal eight (8) hour day in the officer's normal fourteen (14) day work cycle (in completed quarter hour (15 minute segments)). This will be rounded to the nearest fifteen (15) minutes as follows:

0-7 minutes = 0 minutes

8-22 minutes = 15 minutes

23-30 = 30 minutes

All overtime must be recorded in writing with the actual hours (time) worked documented and not rounded (e.g. recorded as 0630 to 0653, not 0630 to 0700).

Section 5. Court Time

When officers are required to attend court on behalf of the Village outside an officer's normal workday, the officer shall be paid for actual time spent for court with a minimum of three (3) hours pay.

Section 6. Call Back or Call-In Pay

Officers who are hired to work outside their normal hours of work (i.e., hours not contiguous to their normal shift or on a day not regularly scheduled) shall be paid their applicable

rate of pay for all hours worked outside their normal shift, with a guarantee of two (2) hours' pay. The term "call back" or "call-in" shall not include an employee being contacted by telephone or situations where employees are ordered in to correct their own mistakes or clarify unrecognizable transcripts.

Section 7. Shift Trades

A shift trade may be permitted if a voluntary request for such a trade is submitted and approved by the Chief of Police or his designee. Any such request shall be handled in accordance with existing practices.

Section 8. No Pyramiding

Compensation shall not be paid more than once for the same hours under any provisions of this Article or Agreement.

ARTICLE XVI

HOLIDAYS AND PERSONAL DAYS

Section 1. Holidays

Officers covered by this agreement shall receive eight (8) days off per calendar year, said days off to be scheduled under normal circumstances based upon the officer's request and with the approval of the Chief of Police or his designate. Holidays may not be requested on days that would result in insufficient manpower to cover the shift.

In order to be eligible to receive pay for any of the eight (8) scheduled days off the officer must work his/her full scheduled day before and after the scheduled day off unless proof of sickness or excusable absence is established to the satisfaction of the Chief of Police.

Those days shall be made available for request at the beginning of the calendar year. Employees shall be given the opportunity to request these days prior to the beginning of the calendar year, but at a minimum of 5 days in advance. Senior officers on the shift shall have the

first opportunity to request available time. Such requests shall not be unreasonably denied, however requests may be denied or cancelled if another officer selects vacation time on a date a holiday/personal day has been selected resulting in insufficient manpower.

For purposes of this section, officers who work on Memorial Day, Thanksgiving Day, and Christmas Day shall be paid time and one-half for all hours worked. For purposes of the foregoing holiday pay provisions, if a majority of the hours of a shift fall on the holiday (12 midnight through 11:59 PM), the entire shift shall be considered as falling on the holiday for holiday pay purposes. If however less than a majority of the hours of a shift do not fall on the holiday, the entire shift shall be considered as not falling on the holiday.

Section 2. Personal Days

In addition to the above eight (8) holidays, officers shall also receive four (4) personal days per fiscal year. A personal day may not be taken consecutively with another holiday or vacation time without the approval of the Chief of Police or his designee (such approval will not be unreasonably denied).

ARTICLE XVII

VACATIONS

Section 1. Vacation Eligibility

Every officer shall be eligible to use vacation time after the completion of twelve (12) months of employment with the Village. Officers shall start to earn vacation allowance as of the date of hire. Vacation allowance shall be earned per pay period based on the following schedule:

| <u>Length of Continuous Service</u> | <u>Working Days of Vacation Per Year</u> |
|---|--|
| One (1) to Completion of Fourth (4 th) Year | 10 |

| <u>Length of Continuous Service</u> | <u>Working Days of Vacation Per Year</u> |
|--|--|
| Five (5) to Completion of Ninth (9 th) Year | 15 |
| Ten (10) Years and Up | 20 |

The calendar year will be divided into two separate periods. January, February and March being the first period. The second period will be April through December. Requests for vacation during the First period is not subject to seniority and is open on a first come first served basis to all officers provided the proper request form has been submitted.

Vacations will be limited to a maximum of two (2) weeks per request during the year. No more than one (1) Patrol Officer per shift may be on vacation at the same time, and no more than one (1) sworn officer in the Department, regardless of shift, may be on vacation during the week of July 4. For the period of January through March, vacation will be chosen on a first come first serve basis. No seniority and no “bumping” will be permitted during this period.

By November 1 of each year, the Village shall post a vacation bid list which shall remain posted until December 15 of each year. Officers may not take any part of the same period of time for vacation as they took the previous year as first pick, unless no other officers pick that time. After all employees have made initial selections, the second round selections, also by Seniority and rank, will be made. A second round selection cannot take priority over another employee’s first round selection.

After all second requests have been submitted, any officers who have remaining accumulated vacation time may submit another vacation request. This request is not subject to seniority.

Section 2. Vacation Week

Vacation shall be paid on a forty (40) hour basis per week at the rate of the officer's regular straight-time hourly rate of pay in effect for the officer's regular job classification on the payday immediately preceding the officer's vacation.

Section 3. Vacation Scheduling

Vacation shall be scheduled at times requested by the officers consistent with the operational needs of the Department.

Section 4. Limitation on Accumulation of Annual Vacation

Officers are not permitted to accrue / carryover more vacation time than they earn in one year plus ten (10) days without written approval by the Chief of Police and the Village Administrator.

Between the effective date of this section and April 30, 2013, employees will make a good-faith attempt to reach the accrual limitation set forth in paragraph 1 above. If employees are unable to reach the accrual limitations by April 30, 2013, the Village shall pay out the employee so that the accrual limitation is reached. Starting May 1, 2013, employees will not be permitted to exceed the minimum accrual limitation. If on April 30 of any subsequent year, the employee exceeds the accrual limitation, the employee shall forfeit any excess hours.

ARTICLE XVIII

ABSENCE FROM DUTY

Section 1. Paid Sick Time

All full-time officers are eligible for paid sick time benefits at a rate of one work day of each month of continuous service, or 3.69 hours every two weeks or pay period. Sick leave will be allowed for illness or injury to the employee or the employee's immediate family as defined in

the Family and Medical Leave Act. A doctor's note shall be required when utilizing sick leave of more than three (3) consecutive workdays.

- (a) Should paid sick time benefits be exhausted in the case of a prolonged personal illness, an officer may utilize accrued vacation pay leave time in lieu of unpaid sick leave if he/she so requests.
- (b) On separation from the Village in good standing, an employee having a minimum of sixty (60) days and not more than 119 days of accrued sick leave, shall receive compensation equal to 20% of all days accrued at his/her current hourly rate. An employee having a minimum of 120 days of accrued sick leave shall receive compensation equal to 40% of all days accrued at his/her current hourly rate. An employee having less than sixty (60) days of accrued sick leave will not receive compensation for those days upon separation of employment. Employees who leave the Village's employ as a result of disciplinary action do not qualify for accrued sick leave payments.

Section 2. Military Leave

Military leave will be granted in accordance with applicable law.

Section 3. Unpaid Leave of Absence

An officer must inform the Chief of Police of his intention to request an unpaid leave of absence for off-the-job injuries or for other reasons. An off-the-job injury leave or other unpaid leave of absence may however only be granted by the Village Administrator at the Village's sole discretion. The terms and conditions of such leave shall be on a case-by-case basis provided the provisions do not violate the terms and conditions of this Agreement or applicable State Statutes.

Officers returning from off-the-job injury leaves must present medical documentation, signed by the attending physician, certifying the officer's fitness for duty. Returning officers will be given their same or substantially equivalent job for which they are qualified, if there is an appropriate vacancy. If a vacancy does not exist at that time, they may be continued on leave and will be offered the first appropriate vacancy for which they are qualified. Those returning from an off-the-job injury leave will not be entitled to a shift preference. Failure to return to work on the date specified in the leave may be cause for discharge.

Section 4. Injury Leave

Nothing in this Agreement shall be construed to preclude the applicability of the Public Employee Disability Act as set forth in 5 ILCS 345/1 et seq., but said Act shall not be incorporated herein by reference.

Section 5. Family Medical Leave

Insofar as it is required by law, the Village will continue its current practice of providing family and medical leave in accordance with the Family Medical Leave Act, including requiring employees to take such leave concurrent with any other approved leave.

Section 6. Light Duty Assignments

Officers who are physically unable to perform their normal job duties as a result of a duty related injury may be placed on temporary light-duty assignments if the officer receives a medical release from his physician to perform such assignment, subject to the Village's sole discretion.

Section 7. Bereavement Leave

The Village agrees to provide Employees a leave of absence without loss of pay or benefits, as a result of a death in the Employee's family. Such leave shall be for a period of up to three (3) days. For purposes of this Section, family shall be defined as: Parents, Grandparents, Spouse, Children (including "step" or "adopted"), Brothers, Sisters, Grandchildren, Mother in Law, Father in Law, Brothers in Law, Sisters in Law.

ARTICLE XIX

HOSPITAL, MEDICAL, SURGICAL,

MAJOR MEDICAL, DENTAL AND LIFE INSURANCE

Section 1. Medical Insurance

The hospitalization, medical, surgical, major medical, and dental insurance programs which are in effect for Village employees shall be continued during the term of this Agreement,

provided, however, the Village retains the right to change insurance carriers or to self-insure as it deems appropriate so long as the coverage and benefits are substantially similar to those which predated this Agreement.

Section 2. Life Insurance

Full-time officers will be provided with life insurance coverage and accidental death and dismemberment coverage under the terms of the current group life insurance program in force, provided, however, the Village retains the right to change carriers as it deems appropriate. The Village will assume the full cost of the officer's life insurance coverage from the date of eligibility onward. Life insurance ceases with termination of employment with the Village except as otherwise provided by law. The specific aspects of the life insurance coverage are contained in the respective carrier's group insurance certificate.

Section 3. Cost Containment

The Village reserves the right to maintain or institute cost containment measures relative to insurance coverage so long as the level of insurance benefits remain substantially the same. The Village will not increase the employee share of the deductibles (routine & hospital/surgical) or the co-insurance percentages from those in effect pursuant to the insurance contract in effect on July 1, 2010; however the Village will pay a minimum of 86% of the premium for employee and applicable family coverage. The employee will pay the remaining premium for the life of this contract. Premium contributions will continue to be deducted on a pre-tax basis.

Section 4. Opt-out Option

For a period of thirty (30) days prior to each plan year, each bargaining unit employee, upon proof of applicable insurance by another carrier, shall have the option to elect not to receive the health and dental insurance offered by the Village. Such election

will be effective for a period of twelve (12) months beginning on the start of the plan year. Any employee who is eligible for any applicable family coverage and elects not to receive coverage for themselves and family shall receive a payment of \$1000. Any employee who is eligible only for single coverage and elects not to be covered shall receive a payment of \$700. Such payments shall be paid in two installments, on the start of the plan year and six (6) months thereafter. If an employee does not exercise the right to elect whether or not to be covered or to receive family coverage during the thirty (30) days prior to the start of the plan year, his/her prior election will continue to be in effect for a period of an additional twelve (12) months. An employee who has elected not to be covered and/or not to receive family coverage shall have the right to change this election during the applicable twelve (12) month period only upon proof of change of other insurance coverage for self or family as required by law. This opt-out payment shall be prorated if the employee works a partial year, changes his/her election during the applicable twelve (12) month period, or the employer changes the starting date of the plan year.

Section 5. Terms of the Policy to Govern

The extent of coverage under the insurance policies referred to Sections 1 and 2 shall be governed by the terms and conditions set forth in said policies. Any questioning concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement; provided, however, any officer who has a question concerning coverage may present it to the Village Administrator or designee who shall make appropriate inquiry and advise the officer of the status of the matter.

Section 6. Funeral Expense

The Village agrees to defray all reasonable funeral and burial expenses of any officer killed in the line of duty.

Section 7. Flexible Benefit Plan

The Village will continue to provide a flexible benefit plan to each bargaining unit employee at the same level of benefits and under the same terms and conditions as provided to other Village employees.

ARTICLE XX
GENERAL PROVISIONS

Section 1. Secondary Employment

No officer of the Village shall be employed in other occupations, business ventures or other activity considered as secondary full-time or part-time type employment without the knowledge and specific written request and approval of the Chief of Police and the Village Administrator. Secondary employment does not include special details arranged through the Department, or service in the Armed Forces of the United States, or the National Guard of any state. However, such employment shall not be acceptable, if any of the following conditions apply or develop:

- (a) where the nature or place of employment might bring disfavor on the Department or the Village;
- (b) where the secondary employment would involve the employee's appearance in Village uniform, involve use of Village equipment, or in any manner be considered as a conflict of interest with the officer's municipal position;
- (c) where an employee appears to be using his position to influence his secondary employment.

Officers who engage in secondary employment shall do so only with the understanding and acceptance that their primary duty, obligation and responsibility is to the Village of Lake Bluff.

All officers are subject to call at any time for emergencies, special assignment, or overtime duty and no secondary or other employment may infringe on this obligation. All employees seeking to work secondary employment shall first obtain the signed Secondary Employment Indemnity Agreement contained in Appendix C.

Section 2. Inspection of Personnel Files

The Village agrees to abide by the Review of Personnel Records Act, 820 ILCS 40/1.

Section 3. Residency Requirement

Although highly desirable, officers are not required to maintain residence within the Village limits. Officers shall reside within a thirty (30) mile radius of the Lake Bluff Police Station.

Section 4. Medical Examinations

If there is a reasonable basis for concern regarding an officer's fitness for duty or fitness to return to duty following a layoff or leave of absence, the Village may require, at its expense that the officer have a physical examination and/or psychological examination by a qualified and licensed physician and/or psychologist selected by the Village.

Section 5. Uniforms

The Village agrees to supply police uniforms and equipment in accordance with existing practices.

Section 6. Inoculation and Immunization

The Village agrees to pay all expenses for inoculation or immunization shots for the officer as a result of said officer's exposure to contagious diseases where the said officer has been exposed to said disease in the line of duty. If in a physician's opinion, the members of the family are

required to have such shots, the Village agrees to assume the costs of the shots, provided proper medical documentation is submitted to the Village.

Section 7. Bill of Rights

In any meeting called by administrative, command, or supervisory personnel, in which an officer reasonably believes that discipline will result from the meeting, the officer may request that a Council representative be present and one will be provided within a reasonable period of time. If no such request is made, the Village is under no obligation to insure such representation. Nothing in this Agreement shall be construed to preclude the applicability of the Peace Officer Bill of Rights as set forth in 50 ILCS 725/1, et seq., but said Bill of Rights shall not be incorporated herein by reference.

Section 8. Drug and Alcohol Policy

The Drug and Alcohol Policy is attached hereto as Appendix A and incorporated herein by reference.

Section 9. Indemnification

The Village shall be responsible for, hold Employees harmless from and pay for damages or monies which may be adjudged, assessed or otherwise levied against any Employee covered by this Agreement, pursuant to 65 ILCS 5/1-4-6. Employees shall be required to cooperate with the Village during the course of the investigation, administration or litigation of any claim arising under this Article.

Section 10. Union Stewards

For the purposes of administering and enforcing the provisions of this Agreement, the Village agrees as follows: In order to assist the Village with compliance with this Article, the Local

Union shall provide the Chief of Police with a list of names of the Union Stewards within a reasonable time following election or appointment of such Stewards, or any changes to the list.

Section 11. Deferred Compensation Plan

Officers may participate in a Deferred Compensation Plan as authorized by the Village Board. Officers must execute Joinder Agreements with the applicable organization and the agreement must be submitted to the Office of the Village Administrator.

Section 12. Personal Use of Village Property

Officers shall not use any Village property for their own personal use. Provided, however, with the prior approval of the Chief of Police or his designee, Union representatives may use Village copy and fax machines. Such use shall not take precedence over Village needs.

Section 13. Clothing Expense Reimbursement

When an officer's personal clothing becomes damaged while performing official duties, the officer shall be reimbursed for reasonable replacement, repair or cleaning of the clothing so damaged, as applicable. Detectives will receive an annual cash clothing allowance of \$300.

Section 14. Bulletin Board

The Village will provide a bulletin board to the Union for FOP Labor Council and Union business of a non-political and non-inflammatory nature, provided a copy of any posting is given to the Chief of Police prior to posting and said postings are for FOP Labor Council and Union business only. Any posting may be removed or not posted if it is not from the FOP Labor Council or Union business.

Section 15. Safety Issues

- (a) **Safety Meetings** The Chief of Police or his designee will meet with the Council, to discuss safety issues.

Any report or recommendation which may be prepared by the Council, or designee(s) of the Chief of Police as a direct result of any such meeting will

be in writing and copies submitted to the Chief of Police and the representatives of the Council.

- (b) **Defective Equipment** No Employee shall be required to use any equipment that has been designated by both the Council, and the Village as being defective because of a disabling condition.

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

Section 16. Examination of Records

The Council or a representative shall have the right to examine time sheets and other records or copies thereof, pertaining to a specific grievance arising after the effective date of this Agreement, at reasonable times, with reasonable advance notice, at the normal place of business for such records during normal business hours and with the Employee's consent.

ARTICLE XXI

ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its terms. The Employer and Council, for the duration of this Agreement, each waives the right and each agrees that the other shall not be obligated to bargain with respect to any subject or matter referred to or covered in 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 or matter not removed by law from the area of collective bargaining, and that the understands and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE XXII

SAVINGS

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 XXIII

DURATION OF AGREEMENT

This Agreement shall be effective the 1st day of May, 2014, and shall remain in full force and effective until midnight on the 30th day of April, 2016. It shall be automatically renewed from year to year thereafter unless either party shall notify the other party in writing at least one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, to the Village Administrator in the case of the Village and to the Executive Director in the case of the Council, in which case the date of notice shall be written on the document as the date of receipt. In the event of written notice, said notice shall be at the following addresses:

Village:
Village of Lake Bluff
40 East Center Avenue
Lake Bluff, IL 60044
Attention: Village Administrator

Council:
Illinois Fraternal Order of Police Labor Council
974 Clock Tower Drive
Springfield, IL 62704
Attention: Executive Director

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.

ILLINOIS FRATERNAL ORDER OF
POLICE LABOR COUNCIL



Date: 8/18/14

VILLAGE OF LAKE BLUFF



Date: 7/18/14

APPENDIX A
DRUG AND ALCOHOL TESTING

Section 1. Policy

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

Section 2. Prohibition

Employees shall be prohibited from:

- (a) consuming or possessing alcohol or illegal drugs (unless in accordance with duty requirements) at any time during the work day or anywhere on any Village premises or job sites, including all Village buildings, properties, vehicles and the Employee's personal vehicle while engaged in Village business;
- (b) illegally selling, purchasing or delivering any illegal drug (unless in accordance with duty requirements);
- (c) being under the influence of alcohol or illegal drugs during the course of the work day or within a reasonable time prior to beginning the work day;
- (d) failing to report to their supervisor any known or adverse side effects of medication or prescription drugs which they are taking;
- (e) selling, distributing, dispensing, or transferring alcohol, illegal drugs, or prescription drugs and medications to any other employee or to any person while on duty or acting in an official capacity.

Section 3. Drug and Alcohol Testing Permitted

A. Reasonable Cause

- 1. Anyone in a supervisory position shall have the right to require any employee under their supervision to submit to drug or alcohol testing when reasonable suspicion exists that the employee is in violation of any of the provisions as set forth in this directive. The

supervisory person will provide written notice to the employee of the order to submit to drug or alcohol testing. The order will be signed by the supervisory person requiring the test as well as a person of equal or higher level of authority within the same department or the Village Administrator, or in the Village Administrator's absence, the Human Resources Coordinator, and will further state the specific facts and inferences leading to the reasonable suspicion to order to such test. The employee shall be permitted to consult with a representative of the Labor Council at the time the order is given. Testing shall not be unreasonably delayed by reason of the Employee's inability to consult legal counsel or labor representatives. No questioning of the employee shall be conducted without first affording the employee the right to Labor Council representation and/or legal counsel. The employee shall complete the test required by the supervisor within one (1) hour of issuance of the order. A supervisor shall provide transportation to the test.

2. Any employee suspected of drug or alcohol use as a result of reasonable evidence upon reporting to work, during the day, or upon completion of the employee's shift may be subjected to a reasonable cause urine drug or breath alcohol test in accordance with the provisions of the aforementioned paragraph. Refusal to submit to such screening will be considered grounds for immediate discipline up to, and including discharge.

B. Pre-employment/Promotion/Job Assignment Change

1. All job offers are contingent upon successfully passing a five-panel urine drug test and an alcohol drug test.
2. Any employee may be required to submit to drug or alcohol testing as a condition of the promotional process, or initial employment without the requirement of reasonable suspicion.

C. Duty-Related Post-Accident Testing

1. Post accident urine drug and breath alcohol testing will be required of those employees who are involved in an accident if the employee receives a citation for a moving traffic violation arising from the accident, the accident results in personal injury to the employee or others, or more than \$1,000 in property damage, or a supervisor observes one or more items as defined under reasonable cause suspicion.
2. The post-accident urine drug test shall be conducted as soon as possible but not later than 32 hours after a reportable or fatal

accident. If the test is not administered the Village shall prepare and maintain on file a record stating the reasons the test was not promptly completed. If a breath alcohol test is not conducted within 2 hours, a record shall be prepared and retained stating why. If in 8 hours a test is still not conducted, all attempts shall cease and a complete record made of why it was not accomplished. The employee should not consume alcohol for at least 8 hours following an accident or until a breath alcohol test has been accomplished.

3. An employee who is seriously injured and cannot provide a specimen or breath alcohol test at the time of the accident shall provide the necessary authorization for obtaining only those medical records and reports that would indicate if a controlled substance or alcohol was in the employee's system and the level present.
4. Failure of an employee to be readily available or refusal to give a urine sample or breath alcohol test when the employee has been involved in an accident covered under this directive, except for a driver in paragraph c, shall be grounds for immediate discipline up to, and including discharge.

D. Return to Duty-testing

1. Prior to being eligible for return-to duty testing an employee may be required to be evaluated by a Substance Abuse Professional (SAP), who shall set up any assistance needed. When the employee has complied with all the recommendations of the SAP, the employee must request the results of the evaluation relating to compliance with recommendations as they relate to fitness for duty, and notification of release be given in writing to the Village's Human Resources Coordinator.
2. Any officer reinstated to active duty from a drug or alcohol related leave of absence in excess of 30 days will be required to submit to drug or alcohol testing without the requirement of reasonable suspicion within the 12 month period subsequent to reinstatement.

Section 4. Tests to be conducted

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

- (a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- (b) insure that the laboratory or facility selected conforms to all NIDA standards;

- (c) establish a chain of custody procedure for both the sample collection and testing that will insure the integrity of the identity of each sample and test result. No Employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
- (d) collect a sufficient sample of the same bodily fluid or material from an Employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the Employee;
- (e) collect samples in such a manner as to preserve the individual Employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample, except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable belief that the Employee has attempted to compromise the accuracy of the testing procedure;
- (f) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- (g) provide the Employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the Employee's own choosing, at the Employee's own expense; provided the Employee notifies the Village within seventy-two (72) hours of receiving the results of the tests;
- (h) require that the laboratory or hospital facility report to the Village that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Village inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of test administered), the Village will not use such information in any manner or forum adverse to the Employee's interests;
- (i) require that with regard to alcohol testing, for the purpose of determining whether the Employee is under the influence of alcohol, test results showing an alcohol concentration of .08 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive (Note: the forgoing standard shall not preclude the Village from attempting to show that test results between .05 and .08 demonstrate that the Employee was under the influence.

- (j) provide each Employee tested with a copy of all information and reports received by the Village in connection with the testing and the results;
- (k) insure that no Employee is the subject of any adverse employment action except emergency temporary reassignment or relief from duty with pay during the pendent of any testing procedure. Any such emergency reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

Section 5. Voluntary Requests for Assistance

The Village shall take no adverse employment action for drug or alcohol use against an Employee who voluntarily (prior to being requested to submitting to a test) seeks treatment, counseling or other support for an alcohol or drug related problem, prior to any request by the Village to submit to testing in accordance with this Article, other than the Village may require reassignment of the Employee with pay if he is then unfit for duty in his current assignment, however employees may only avail themselves of this help once during the employee's tenure. The Village shall make available a means by which the Employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the Village, through whatever means, shall not be used in any manner adverse to the Employee's interests, except reassignment as described above.

An Employee who voluntarily seeks assistance with drug and/or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action for drug or alcohol use by the Village. The foregoing is conditioned upon:

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

- (e) the employee's use of drugs or alcohol did not contribute directly to the loss of life or injury to any person.

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

Section 6. Discipline

Employees who do not agree to or who do not act in accordance with the guidelines for voluntary requests for assistance, or Employees who test positive for the presence of illegal drugs or alcohol during the hours of work and who have not voluntarily requested assistance, or Employees who test positive a second or subsequent time for the presence of illegal drugs or alcohol during the hours of work after having complied with the guidelines for voluntary assistance shall be subject to discipline, up to and including discharge.

An employee's refusal to provide a urine, breath and/or blood specimen for laboratory testing when requested by the Village shall constitute cause for disciplinary action which could include discharge.

Intentionally tampering with, causing another person to tamper with, substituting for, or causing another person to substitute for a urine and/or blood specimen shall constitute cause for disciplinary action up to and including discharge.

APPENDIX B
DUES DEDUCTION FORM

Illinois Fraternal Order of Police Labor Council
974 Clocktower Drive
Springfield., IL 62704
(217) 698-9433

I, _____, hereby authorize my Employer, the _____ of _____, Illinois, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my Employer to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of its certification as exclusive bargaining representative to the date this dues deduction is implemented, in such manner as it so directs.

Date: _____

Signed: _____

Address: _____

City: _____

State: _____ Zip: _____

Telephone: () _____

PLEASE REMIT ALL DUES DEDUCTIONS TO:
ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL
974 CLOCKTOWER DRIVE
SPRINGFIELD, IL 62704
(217) 698-9433

APPENDIX C
SECONDARY EMPLOYMENT INDEMNITY AGREEMENT

This Agreement, entered into this ____ day of _____, _____, by and between the Village of Lake Bluff (“Village”), _____, a Village of Lake Bluff Employee (“Employee”), and _____, with an address of _____ (“Secondary Employer”).

In consideration for Village of Lake Bluff’s permission to allow Employee of the Police Department to be employed in any capacity for Secondary Employer, it is hereby agreed:

Section One

Secondary Employer undertakes to indemnify defend and hold harmless against any and all claims, suits, actions, damages, cost, charges and expenses, including court costs and attorney's fees and against all liability, losses and damages of any nature whatever, that Village shall or may at any time be put to by reason of secondary employment of Employee.

Section Two

Secondary Employer agrees to defend Village against any claims brought or actions filed, against Secondary Employer or Employee with respect to the subject of the indemnity contained herein, whether such claims or actions are rightfully brought or filed. In case a claim shall be brought or any action be filed with respect to the subject indemnity herein, Secondary Employer and Employee agree that Village may, with Secondary Employer or Employee’s insurance company's approval, employ attorneys of its own selection to appear and defend the claim or action on behalf of Village, at the expense of Secondary Employer.

Section Three

Village agrees to notify Secondary Employer or Employee in writing, within 30 days, by registered mail, at Secondary Employer or Employee’s address as stated in this agreement, of any claim made against Village on the obligations indemnified against. Notification shall be effective on the date of mailing.

Section Four

Secondary Employer agrees to reimburse Village for any necessary expenses, attorney’s fees, or costs incurred in the enforcement of any part of this indemnity agreement.

**SECONDARY EMPLOYMENT
INDEMNITY AGREEMENT
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Section Five

The Employee and Secondary Employer jointly and severally agree that at no time during or after the term of this Agreement shall either of them file any claim of any kind or nature against the Village under any circumstances arising from or in any way connected to the secondary employment of employee.

Section Six

Secondary Employer agrees to defend, indemnify and hold harmless Village for any injury, damage, liability of any nature or to the Secondary Employer, any person or entity, whatsoever, in event Employee is called out by the department in case of an emergency and required to leave their secondary employment.

Section Seven

There shall be no modification or change in the terms of this agreement without the written approval of Village. Cancellation of this agreement may only occur when Secondary Employer no longer employs Employee, and only written acceptance thereof by Village. Cancellation shall not relieve Secondary Employer from liability for claims, regardless of when made, resulting from occurrences, which took place during the period of this agreement.

In witness whereof, the parties have executed this agreement on _____,
20____

Secondary Employer

City/Village Representative

Employee

APPENDIX D
SECONDARY EMPLOYMENT REQUEST

Officer: _____

Date: _____

Secondary Employer:

Address:

Telephone Number: _____

Days Per Week (Maximum): _____

Hours Per Week (Maximum): _____

Supervisor Name:

Address:

Telephone Number: _____

Brief Description of Type of Work to Be Performed:

Approvals:

Date:

Chief of Police

Village Administrator

Basis for Denial:

Denial:

Date:

Chief of Police

Village Administrator
